



FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING AGENDA
 Circuit Courtroom, Fluvanna Courts Building
 72 Main Street, Palmyra, VA 22963
 July 2, 2025 at
 5:00 pm

TAB AGENDA ITEMS	
1 - CALL TO ORDER	
2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE	
3 – ADOPTION OF AGENDA	
SPECIAL PRESENTATION	
	Recognition of Dr. Peter Gretz, Superintendent of the Year
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	Treasurer Update – Debbie Rittenhouse, Treasurer
8 – ACTION MATTERS	
C	Authorization to Advertise a Public Hearing to consider waiver request for sign, Fork Union Drive-in – Todd Fortune, Director of Planning; Dan Whitten, County Attorney
D	1.5% Bonus for Constitutional Officers and Compensation Board Funded Employees – Eric Dahl, County Administrator
E	Authorization to Advertise Public Hearing to Amend Section 9-2-2 and 9-2-5 of the County Code to Increase FUSD Water Rates and Charges – Eric Dahl, County Administrator
F	Coves at Monticello Performance Incentive Grant – Eric Dahl, County Administrator
13 – CLOSED MEETING	
	TBD
RECESS – DINNER BREAK	
RECONVENE @ 6:00pm	
RECONVENE	
PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE	
9 – PUBLIC HEARING	
G	SUP 25:03 – Fork Union Drive-in – Jason Overstreet, Senior Planner
H	Public hearing to amend Sections 4-2-1 and 4-2-1.1 to provide for lifetime individual dog licenses – Dan Whitten, County Attorney
I	ZMP 25:01 Fluvanna County on behalf of BHL Group, et al – Todd Fortune, Director of Planning

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.

- J ZTA 25:02 – Amendments to the Fluvanna County Zoning Ordinances, amending §§ 22-22-1 to add a definition for “solid waste” and remove the word “municipal” from the definitions of “Solid Waste Material Recovery Facility” and “Solid Waste Collection Facility.” – Todd Fortune, Director of Planning; Dan Whitten, County Attorney
- K Public Hearing for the First Amendment to the Lease Agreement with Cellco Partnership d/b/a Verizon Wireless – Dan Whitten, County Attorney
- L State-funded Bonuses for Department of Social Services, Registrar’s Office, and Electoral Board – Dan Whitten, County Attorney

10 – CONSENT AGENDA

- M Minutes of June 18, 2025 – Caitlin Solis, Clerk to the Board
- N Virginia Department of Emergency Management FY’26 PSAP Grant Program for NG911 additional funding grant program – Michael R. Grandstaff, Sheriff’s Office Staff; Sheriff Eric B. Hess, Sheriff
- O Virginia Department of Fire Programs FY26 Firefighter Personal Protective Equipment Grant – Tori Melton, Director of Finance
- P AFID Infrastructure Grant Application – Jennifer Schmack, Director of Economic Development
Tori Melton, Director of Finance
- Q Virginia Destination Marketing Organization Marketing Program Grant – Jennifer Schmack, Director of Economic Development
Tori Melton, Director of Finance
- R Temporary Staff Stipend for Additional Duties – Wilk – Tori Melton, Director of Finance and Dale Critzer, Director of Public Works
- S Brooks Network Services Purchase Agreement - Dan Whitten, County Attorney
- T CRMF - FMS Track Inspections and Projects – Don Stribling, FCPS Executive Director
- U Accept Dedication of Utility Easements from SB Cox, Incorporated – Dan Whitten, County Attorney
- V Sheehy Ford Vehicle Purchase Agreement – Dan Whitten, County Attorney

11 – UNFINISHED BUSINESS

TBD

12 – NEW BUSINESS

TBD

13 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING AND DINNER RECESS

TBD

15 – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB A

MEETING DATE:	June 18, 2025		
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	Candidates (I) indicates incumbent	Term Start	Term End
Region Ten Community Services Board – Fluvanna County Representative	David Harlow Laryssa Smith Patti Reynard	7/1/2025	12/31/2025

BCC VACANCIES AND APPLICANTS				
BCC Interest	Applicant	Type	District	Current BCC Appointments / Other Notes
Region Ten Community Services Board – Fluvanna County Representative	David Harlow	Appt	Fork Union	Also serving on LBOT.
Region Ten Community Services Board – Fluvanna County Representative	Laryssa Smith	Appt	Columbia	
Region Ten Community Services Board – Fluvanna County Representative	Patti Reynard	Appt	Palmyra	
DISCUSSION:	<ul style="list-style-type: none"> Region Ten Community Services Board – Fluvanna County Representative – one unexpired term available to begin immediately, and end December 31, 2025. 			
ENCLOSURES:	Candidate Applications			



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. Please attach additional sheets as necessary.

Name: David Chesley Harlow	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input 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.): See attached.	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: See attached.	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): See attached.	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: To be involved in supporting the BOS in shaping Fluvanna County to be the best place to live, work, and play in.	

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

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 David Chesley Harlow		Date June 6, 2026	
Mailing Address (including City, State, & ZIP) 400 Rosewood Drive, Scottsville, VA 24590		Physical Address (if different)	
Years Lived in Fluvanna 33	Phone # [REDACTED]	Alternate Phone #	Email Address [REDACTED]

Office Use Only

Application Received On:	6/6/2025	Application Received By:	Caitlin Solis
Acknowledgement Sent:	6/11/2025		
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

PROFESSIONAL BACKGROUND AND MANAGERIAL HISTORY

Data Analytics Project Manager September 2023 - Present Department of Medical Assistance Services (DMAS) Richmond, VA

- A part of the DMAS Data Governance committee that created, vetted, implemented, and managed data governance practices throughout the entire agency, both with internal and external partners
- Responsible for providing HAD guidance and support to help meet the strategic goals of HAD, and participate on projects related to cost, coverage, quality, and utilization trends as assigned by the Director.
- Led project management activities from end-to-end including developing and maintaining project plans with clear milestones, clearly and consistently communicating status updates, and coordinating and supporting project implementation.
- Managed incoming data requests from internal and external requesters, including supporting Freedom of Information Act (FOIA) requests, coordinating and managing new and existing data sharing agreements, and serving as point of contact for data requests from the General Assembly (GA).
- Served as Contract Administrator of the data warehouse vendor, coordinated and managed SQL, data warehouse, and Tableau training for the Agency and facilitate routine meetings for updates to the Agency's data warehouse, SAS, and other analytic tools.

Program Coordinator/Data Analytics Liaison April 2021 – September 2023 University of Virginia Health System – Population Health Charlottesville, VA

- Coordinates data feeds for all Population Health programs (IHM, BPCI-A, Medicare Advantage, Medicine HOME, Virginia at HOME, Cystectomy Program, Bariatric Patient Program)
 - Partnered with UVA data scientists to assist in ROI template creation for Population Health programs to identify patient populations with high readmissions and to gather financial information on the impact that was being felt in the health system
 - Partnered to create Tableau dashboard for UVA Health to track and monitor SDOH inputs
 - Manages day-to-day operations of assisting both advocates, advocacy manager, and program director with daily operational needs
 - Initiates any new build request for Population Health from initial inquiry to full project completion
- Sample of projects for Population Health
- Collaborated with CompassRose project rollout system-wide at UVA Health
 - Implemented leadership and management strategies relating to Cystectomy and Bariatric projects
 - Partnered with UVA PMO office for UniteUs Implementation across UVA Health
 - Granted leadership role for SDOH rainbow wheel implementation across ambulatory clinics, both primary care and specialty clinics
 - Created program auditing guidelines for all programs to look at areas for improvement post implementation

Patient Advocate May 2019 – April 2021 University of Virginia Health System – Population Health Charlottesville, VA

- Readmission and social determinant of health (SDoH) program at UVA Health that works with patients for 30 days to assign services to make sure unwarranted readmissions do not occur
- Reports directly to department director and project coordinator on new hire training progression
- Assists with new hire trainings and conducts audits on team members for workflow continuity
- Selected by department manager and project coordinator to expand scope of role due to extensive

knowledge, proficiency, and understanding of departmental needs

Unit Coordinator April 2017 – May 2019 The Bridgeline Place Charlottesville, VA

- Worked in a non-profit clubhouse model with members who had brain injuries (traumatic and nontraumatic)
- Coordinated kitchen and household supportive goals for members to work on in yearly blocks
- Wrote and supported Individualized Care Plans to make sure members were supported in terms of the goals they want to work on for that given year
- Lead a support group comprised of 7-13 members to discuss supportive techniques with counseling aspects. Some leadership skills used was motivational interviewing and active listening
- Coordinated non-profit safety goals and promoted leadership skills relating to specific rules and regulations the organization was bound by

GOVERNMENT-APPOINTED BOARD APPOINTMENTS

Board Member December 2024 – June 2026 Albemarle County Historic Preservation Committee Charlottesville, VA

- Purpose: The Historic Preservation Committee (HPC) is a public body appointed by the Board of Supervisors and is charged with protecting the County's historic and cultural resources. The Committee takes an active role in identifying and documenting cultural resources of importance to the community and provides assistance and advice concerning the County's historic preservation program.
- Positions served: Secretary: 2025-2026

Council Member December 2022 – Present Fluvanna County Library Board of Trustees Palmyra, VA

- Purpose: Acts as a governing board for the Fluvanna County Library. Employ a competent and qualified library director. Determine the mission, goals, and objectives of the library and adopt written policies governing the library. Ensure that the library has a long-range planning process that considers the library's strengths and weaknesses and can be implemented and evaluated. Be familiar with local, state, and federal library laws; actively support pending library legislation. Establish, support, and participate in a planned public relations program.
- Affecting Legislation: Established by the County Board of Supervisors according to the County Code, Section 2-6-2, adopted by the Fluvanna County Board of Supervisors on June 17, 1998.

PUBLICALLY-APPOINTED BOARD APPOINTMENTS

Board Member – Facilities Committee February 2025 - Present The Paramount Theater Charlottesville, VA

- Purpose: The Facilities Committee is responsible for working with the Theater staff to ensure the proper maintenance and preservation of the historic Paramount Theater. Conduct a thorough annual tour and condition review of the facility. Make recommendations to the Board of Directors regarding all matters pertaining to the short- and the long-term building maintenance and expenditures associated with the facility. Create, implement, and monitor the Facilities Management Plan.

Board Member January 2025 - Present Virginia Rural Health Association Blacksburg, VA

- Purpose: The Virginia Rural Health Association (VRHA) is a nonprofit organization working for the 2.5 million people who call rural Virginia their home. The mission is to improve the health of rural Virginians through education, advocacy, and fostering cooperative partnerships. The board provided strategic leadership and oversight for the non-profit for growth and advancement

Healthy Workplace Committee; UVA Health May 2023 – September 2023 Member

- Purpose: Committee of 40 established to promote and support healthy workplace policy and

procedures and address stressors in the workplace throughout all of UVA Health. Those supported by the work include both employees and subsequent patient care at UVA Health. My role is to serve the committee and to provide feedback relating to education, member involvement, and engagement throughout the entire UVA Health system.

Secretary for ACHE; CVHEG chapter January 2023 – January 2024

- Purpose: My role is to participate in board meetings and other designated events to provide administrative support for both the Board of Directors and the supporting member population. This is in addition to any other needs as designated by the President of CVHEG. I also assisted in yearly budget creation and appointment.

- o Oversight Role: Advisory Committee member

Membership Committee Director for ACHE; CVHEG chapter January 2022 – January 2023

- Purpose: My role is to coordinate with the board for CVHEG to lead initiatives to increase membership and to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

Membership Committee Assistant Director for CVHEG January 2021 – January 2022

- Purpose: My role is to assist in coordination with the board for CVHEG to increase membership and to lead initiatives to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

TEACHING EXPERIENCE

Adjunct Instructor/Professor of Practice August 2024 – present Virginia Commonwealth University; School of Education. Richmond, VA Department of Educational Leadership

- Course – EDLP 717 – Data Visualization, General Leadership Online Cohort – Summer 2025
- Course – EDLP 711 – Data and Leadership 1, General Leadership Online Cohort – Fall 2024, Fall 2025

Innovation in Learning Center Sub-Committee Member March 2024 – present Robert J. Menges Award for Outstanding Research in Educational Development POD Network in Higher Education College Station, TX

- Purpose
 - The reward honors individuals with a drive to contribute to teaching, learning, faculty development, and educational development in higher education. Awards are given for proposals that reflect original research, which may be quantitative or qualitative, and may be based on experimental participant observation, practitioner research, or other methodologies that lead to systematic investigation and evidence-based conclusions

Center for Excellence in Teaching and Learning Faculty Fellow January 2024 – August 2024 Piedmont Virginia Community College Charlottesville, VA

- Purpose: Act as a liaison with your academic division, department, and unit colleagues to identify professional development needs and goals.
- Work with the director of the CETL and other Faculty Fellows to develop and facilitate workshops and training sessions to support faculty in adopting effective teaching practices.
- Provide one-on-one consultations and coaching for faculty.

Adjunct Professor April 2023 – present University of Denver; University College Denver, CO

- Courses – Healthcare Management and Health Informatics/Undergraduate and Graduate

- HINF 4620 – Healthcare Methods and Programming – Fall 2025
 - HINF 4310 – Healthcare Information Systems – Summer 2025
 - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Spring 2025
 - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Winter 2025
 - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Fall 2024
 - 2 sections of this course taught this semester

 - HINF 4640 – Healthcare Database Applications
 - o Summer 2024, Summer 2025, Fall 2025
 - HINF 4010 – Health Informatics Communication – Winter 2024
 - HINF 4650 – Healthcare Project Management and Professionalism – Summer 2023
- Adjunct Professor July 2022 –August 2024 Piedmont Virginia Community College Charlottesville, VA
- Courses o HLT 130 Nutrition and Diet Therapy

COURSE DESIGN

HINF 4630 – Healthcare Data Mining April 2024 – August 2024 University of Denver Denver, CO

- Scope of work
- Co-collaborated with University College colleague to review, critique, and improve HINF 4630 to be more inclusive and robust with the technological advances occurring in the data mining sector, specifically with A.I. and better incorporation with informed decisionmaking pre and post data extractions and mining

PEER REVIEWED LITERATURE

Topic: Patient and Consumer Preferences and Needs. November 2024 – June 2025 AcademyHealth

- Scope of work
- Provided peer review of abstracts for the 2025 Annual Research Meeting (ARM) that focuses on health policy and health services researchers and policy staffers to learn about new research, discuss policy implications, sharpen method skills, and network with colleagues from around the world.

Topic: General Education Best Practices and Reform Approach October 2024 American Association of Colleges and Universities

Principle Editors: C. Edward Watson (AAC&U), Caleb J. Keith (Indiana University Indianapolis), and Kate Drezek

McConnell (AAC&U)

- Scope of work

- Provided peer revision for Chapter 33 of the textbook. The chapter was evaluated according to specified criteria, with specific interest focuses on relevance, clarity, originality, and contribution to the field.

PUBLICATIONS

May 2022. The perceived benefit that positive intervention plays in the development of students enrolled in elearning curriculum: A transcendental phenomenological study of the experience of online education.

EDUCATION

Master of Business Administration (MBA) December 2024

Johns Hopkins University Carey Business School Baltimore, MD

Doctor of Philosophy (PhD) May 2022 Liberty University Lynchburg, VA

Master of Arts (MA) in Human Services Counseling Sept 2018 Liberty University Lynchburg, VA

Bachelor of Science (BS) in Health Sciences May 2015 James Madison University Harrisonburg, VA

Associates of Applied Science (AAS) July 2013 Piedmont Virginia Community College Charlottesville, VA

CERTIFICATIONS

Political Leaders Program December 2025

University of Virginia – Weldon Cooper Center for Public Service Charlottesville, VA

Sorenson Institute for Political Leadership

Health Care Economics December 2023

Harvard University – Harvard Business School Boston, MA

Python for Managers October 2023

Columbia University – Columbia Business School New York, NY

LICENSES AND CREDENTIALS

Fellow of the American College of Health Data Management (FACHDM)

- American College of Health Data Management May 2024

Certified Business Consultant

- Six Sigma Global Institute: 88489208 December 2023

Fellow of the Healthcare Financial Management Association (FHFMA)

- Healthcare Financial Management Association July 2023

Project Management Professional (PMP)

- Project Management Institute: 3421905 February 2023

Certified Revenue Cycle Representative (CRCR)

- Healthcare Financial Management Association January 2023

Dare to Lead

- Brene Brown: Dare to Lead Program December 2022

Lean Six Sigma Black Belt

- Six Sigma Global Institute: 53884735 June 2022

Certified Healthcare Financial Professional (CHFP)

- Healthcare Financial Management Association August 2022

TECHNICAL SKILLS

Software: Adobe Photoshop, Adobe Illustrator, EPIC EMR, Python, Microsoft Office, Mendeley, Java, Zoom,

Google Suite, SPSS, SAS, MMIS, VITA, MES, MS Project, SharePoint, SQL, JIRA, Tableau, AnyLogic,

SmartSheets, Docusign, Teradata Studio, Handshake, Qualtrics, Cardinal
 Written communication: Technical reporting, editing, fact checking, proofreading, scholarly writing, technical writing, project management, data analysis, research writing, agile, lean, scrum methodology

CURRENT OR PRIOR EXPERIENCE ON BOARDS/COMMISSIONS/COMMITTEES:

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Membership Committee Director for ACHE; CVHEG chapter January 2022 – January 2023

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DAVID HARLOW

PROFESSIONAL BACKGROUND AND MANAGERIAL HISTORY

Data Analytics Project Manager **September 2023 - Present**
Department of Medical Assistance Services (DMAS) **Richmond, VA**

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Sample of projects for Population Health

- Collaborated with CompassRose project rollout system-wide at UVA Health
- Implemented leadership and management strategies relating to Cystectomy and Bariatric projects
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University of Virginia Health System – Population Health **Charlottesville, VA**

- Readmission and social determinant of health (SDoH) program at UVA Health that works with patients for 30 days to assign services to make sure unwarranted readmissions do not occur
- Reports directly to department director and project coordinator on new hire training progression
- Assists with new hire trainings and conducts audits on team members for workflow continuity
- Selected by department manager and project coordinator to expand scope of role due to extensive knowledge, proficiency, and understanding of departmental needs

DAVID HARLOW

Unit Coordinator**April 2017 – May 2019****The Bridgeline Place****Charlottesville, VA**

- Worked in a non-profit clubhouse model with members who had brain injuries (traumatic and nontraumatic)
- Coordinated kitchen and household supportive goals for members to work on in yearly blocks
- Wrote and supported Individualized Care Plans to make sure members were supported in terms of the goals they want to work on for that given year
- Lead a support group comprised of 7-13 members to discuss supportive techniques with counseling aspects. Some leadership skills used was motivational interviewing and active listening
- Coordinated non-profit safety goals and promoted leadership skills relating to specific rules and regulations the organization was bound by

GOVERNMENT-APPOINTED BOARD APPOINTMENTS**Board Member****December 2024 – June 2026****Albemarle County Historic Preservation Committee****Charlottesville, VA**

- Purpose: The Historic Preservation Committee (HPC) is a public body appointed by the Board of Supervisors and is charged with protecting the County's historic and cultural resources. The Committee takes an active role in identifying and documenting cultural resources of importance to the community and provides assistance and advice concerning the County's historic preservation program.
 - Positions served: Secretary: 2025-2026

Council Member**December 2022 – June 2025****Fluvanna County Library Board of Trustees****Palmyra, VA**

- Purpose: Acts as a governing board for the Fluvanna County Library. Employ a competent and qualified library director. Determine the mission, goals, and objectives of the library and adopt written policies governing the library. Ensure that the library has a long-range planning process that considers the library's strengths and weaknesses and can be implemented and evaluated. Be familiar with local, state, and federal library laws; actively support pending library legislation. Establish, support, and participate in a planned public relations program.
- Affecting Legislation: Established by the County Board of Supervisors according to the County Code, Section 2-6-2, adopted by the Fluvanna County Board of Supervisors on June 17, 1998.

PUBLICALLY-APPOINTED BOARD APPOINTMENTS**Board Member – Facilities Committee****February 2025 - Present****The Paramount Theater****Charlottesville, VA**

- Purpose: The Facilities Committee is responsible for working with the Theater staff to ensure the proper maintenance and preservation of the historic Paramount Theater. Conduct a thorough annual tour and condition review of the facility. Make recommendations to the Board of Directors regarding all matters pertaining to the short- and the long-term building maintenance and expenditures associated with the facility. Create, implement, and monitor the Facilities Management Plan.

Board Member**January 2025 - Present****Virginia Rural Health Association****Blacksburg, VA**

- Purpose: The Virginia Rural Health Association (VRHA) is a nonprofit organization working for the 2.5 million people who call rural Virginia their home. The mission is to improve the health of rural Virginians through education, advocacy, and fostering cooperative partnerships. The board provided strategic leadership and oversight for the non-profit for growth and advancement

DAVID HARLOW

Healthy Workplace Committee; UVA Health Member

May 2023 – September 2023

- Purpose: Committee of 40 established to promote and support healthy workplace policy and procedures and address stressors in the workplace throughout all of UVA Health. Those supported by the work include both employees and subsequent patient care at UVA Health. My role is to serve the committee and to provide feedback relating to education, member involvement, and engagement throughout the entire UVA Health system.

Secretary for ACHE; CVHEG chapter

January 2023 – January 2024

- Purpose: My role is to participate in board meetings and other designated events to provide administrative support for both the Board of Directors and the supporting member population. This is in addition to any other needs as designated by the President of CVHEG. I also assisted in yearly budget creation and appointment.
 - o Oversight Role: Advisory Committee member

Membership Committee Director for ACHE; CVHEG chapter

January 2022 – January 2023

- Purpose: My role is to coordinate with the board for CVHEG to lead initiatives to increase membership and to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

Membership Committee Assistant Director for CVHEG

January 2021 – January 2022

- Purpose: My role is to assist in coordination with the board for CVHEG to increase membership and to lead initiatives to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

TEACHING EXPERIENCE

Adjunct Instructor/Professor of Practice Virginia Commonwealth University; School of Education. Department of Educational Leadership

August 2024 – present
Richmond, VA

- Course – EDLP 717 – Data Visualization, General Leadership Online Cohort – Summer 2025
- Course – EDLP 711 – Data and Leadership 1, General Leadership Online Cohort – Fall 2024, Fall 2025

Innovation in Learning Center Sub-Committee Member Robert J. Menges Award for Outstanding Research in Educational Development POD Network in Higher Education

March 2024 – present
College Station, TX

- Purpose
 - The reward honors individuals with a drive to contribute to teaching, learning, faculty development, and educational development in higher education. Awards are given for proposals that reflect original research, which may be quantitative or qualitative, and may be based on experimental participant observation, practitioner research, or other methodologies that lead to systematic investigation and evidence-based conclusions

Center for Excellence in Teaching and Learning Faculty Fellow Piedmont Virginia Community College

January 2024 – August 2024
Charlottesville, VA

- Purpose: Act as a liaison with your academic division, department, and unit colleagues to identify professional development needs and goals.

DAVID HARLOW

- Work with the director of the CETL and other Faculty Fellows to develop and facilitate workshops and training sessions to support faculty in adopting effective teaching practices.
- Provide one-on-one consultations and coaching for faculty.

Adjunct Professor**April 2023 – present****University of Denver; University College****Denver, CO**

- Courses – Healthcare Management and Health Informatics/Undergraduate and Graduate
 - HINF 4620 – Healthcare Methods and Programming – Fall 2025
 - HINF 4310 – Healthcare Information Systems – Summer 2025
 - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Spring 2025
 - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Winter 2025
 - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Fall 2024
 - 2 sections of this course taught this semester
 - HINF 4640 – Healthcare Database Applications
 - o Summer 2024, Summer 2025, Fall 2025
 - HINF 4010 – Health Informatics Communication – Winter 2024
 - HINF 4650 – Healthcare Project Management and Professionalism – Summer 2023

Adjunct Professor**July 2022 –August 2024****Piedmont Virginia Community College****Charlottesville, VA**

- Courses o HLT 130 Nutrition and Diet Therapy

COURSE DESIGN**HINF 4630 – Healthcare Data Mining****April 2024 – August 2024****University of Denver****Denver, CO**

- Scope of work
 - Co-collaborated with University College colleague to review, critique, and improve HINF 4630 to be more inclusive and robust with the technological advances occurring in the data mining sector, specifically with A.I. and better incorporation with informed decisionmaking pre and post data extractions and mining

PEER REVIEWED LITERATURE**Topic: Patient and Consumer Preferences and Needs.****November 2024 – June 2025****AcademyHealth**

- Scope of work
 - Provided peer review of abstracts for the 2025 Annual Research Meeting (ARM) that focuses on health policy and health services researchers and policy staffers to learn about new research, discuss policy implications, sharpen method skills, and network with colleagues from around the world.

DAVID HARLOW

Topic: General Education Best Practices and Reform Approach
American Association of Colleges and Universities

October 2024

Principle Editors: C. Edward Watson (AAC&U), Caleb J. Keith (Indiana University Indianapolis), and Kate Drezek McConnell (AAC&U)

- Scope of work
 - Provided peer revision for Chapter 33 of the textbook. The chapter was evaluated according to specified criteria, with specific interest focuses on relevance, clarity, originality, and contribution to the field.

PUBLICATIONS

May 2022. The perceived benefit that positive intervention plays in the development of students enrolled in elearning curriculum: A transcendental phenomenological study of the experience of online education.

EDUCATION

Master of Business Administration (MBA)
Johns Hopkins University Carey Business School

December 2024
Baltimore, MD

Doctor of Philosophy (PhD)
Liberty University

May 2022
Lynchburg, VA

Master of Arts (MA) in Human Services Counseling
Liberty University

Sept 2018
Lynchburg, VA

Bachelor of Science (BS) in Health Sciences
James Madison University

May 2015
Harrisonburg, VA

Associates of Applied Science (AAS)
Piedmont Virginia Community College

July 2013
Charlottesville, VA

CERTIFICATIONS

Political Leaders Program
 University of Virginia – Weldon Cooper Center for Public Service
 Sorenson Institute for Political Leadership

December 2025
Charlottesville, VA

Health Care Economics
 Harvard University – Harvard Business School

December 2023
Boston, MA

Python for Managers
 Columbia University – Columbia Business School

October 2023
New York, NY

LICENSES AND CREDENTIALS

Fellow of the American College of Health Data Management (FACHDM)
 • American College of Health Data Management

May 2024

Certified Business Consultant

- Six Sigma Global Institute: 88489208

December 2023

DAVID HARLOW

Fellow of the Healthcare Financial Management Association (HFMA)

- Healthcare Financial Management Association

July 2023

Project Management Professional (PMP)

- Project Management Institute: 3421905

February 2023

Certified Revenue Cycle Representative (CRCR)

- Healthcare Financial Management Association

January 2023

Dare to Lead

- Brene Brown: Dare to Lead Program

December 2022

Lean Six Sigma Black Belt

- Six Sigma Global Institute: 53884735

June 2022

Certified Healthcare Financial Professional (CHFP)

- Healthcare Financial Management Association

August 2022

TECHNICAL SKILLS

Software: Adobe Photoshop, Adobe Illustrator, EPIC EMR, Python, Microsoft Office, Mendeley, Java, Zoom, Google Suite, SPSS, SAS, MMIS, VITA, MES, MS Project, SharePoint, SQL, JIRA, Tableau, AnyLogic, SmartSheets, Docusign, Teradata Studio, Handshake, Qualtrics, Cardinal

Written communication: Technical reporting, editing, fact checking, proofreading, scholarly writing, technical writing, project management, data analysis, research writing, agile, lean, scrum methodology



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: Laryssa Smith	Election: <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union
	District: <input type="checkbox"/> Palmyra <input 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.):

Several leadership roles including Executuve Director (non-profit organizations in Charlottesville and Memphis, TN), Corporate Director (healthcare setting) and Director of Food and Nutrition Services for public education district located in Manassas, VA. Most of my experience is in health, nutrition, food security and wellness within non-profit, private and public settings.

MA Health Studies - Univ of Alabama (2007)
 Dietetic Internship - Indiana University (2002)
 BS Nutrition & Dietetics - Messiah College (1999)
 Registered Dietitian through the CDR
 Certified Health Education Specialist through NCHCEC

CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:

JABA Advisory Council - 2024
 HOA (Stonecrest Village - Winchester, VA) - 2019-2021
 Experience working with governing boards as the ED of the organization

CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):

Attend Crosslife Church in Charlottesville, VA

REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:

Since moving to Fluvanna Co approximately two years ago, my husband and I have committed to supporting and serving our local community and neighbors. Whether it is a commitment to buying local when we can, donating to local charities, responsibly enjoying the outdoor beauty of our parks and recreation areas, or through my professional roles, it has been a priority of ours to engage with and give back to the area we call home. Fluvanna County offers many services, organizations and businesses that help our residents thrive. We also offer beautiful places for individuals and families to make memories and enjoy creation. I want to help educate others on what our county has to offer, as well as come alongside those working and living in our neighborhoods and towns. If there are creative and sustainable ways to make positive change for our county to continue growing and thriving, then I would be honored to be a part of that experience.

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)	X	Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee	X	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
X	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)	X	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	
Laryssa J Smith		5/1/2025	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
32 DEROSA CT PALMYRA, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
2	[REDACTED]		[REDACTED]

Office Use Only

Application Received On:	5/1/2025	Application Received By:	
Acknowledgement Sent:	5/1/2025	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

Executive Director

Driving program growth and community impact through collaborative leadership.

Executive leader and change agent who builds and leads high-performance nonprofit programs. Oversee multimillion-dollar budgets and partner with senior executives to create strategic plans. Develop and implement training programs for internal and partner teams. Foster work cultures based on accountability, trust, and generosity. Drive strategy alignment between stakeholders with diverse priorities. Track record of excellence working with non-profit, public, and private organizations.

Career Highlights:

- ✓ Turned around and scaled \$8M food access program serving appx. 41,000 children per week.
- ✓ Dramatically improved audit results for multi-site programs in healthcare and non-profit spaces.
- ✓ Built robust compliance organization for healthcare facility with 700 beds.



CORE COMPETENCIES

P&L Responsibility | Program Management | Operations | Change Management | Compliance and Reporting
Strategic Planning | Cost Control | Budgets | Vendor Contracts | Training Programs | Process Improvement | KPIs
Analytics | Cross-Functional Teams | Stakeholders and Partners | Customer Service | Coaching and Mentoring

“Laryssa is an exemplary leader who communicates effectively at numerous echelons in the organizational chain. She is a genuine problem solver, always readily available when issues, both minute and complex, arise.” ~Margarita Alatorre, Encore Healthcare

PROFESSIONAL EXPERIENCE

Local Food Hub, Inc – Charlottesville, VA Executive Director | 08/2023 – 07/2024

Responsible for \$1M budget for a food system non-profit that supports small, independent, and BIPOC farmers, along with providing fresh food access to under-served, at-risk communities. Managed P&L responsibilities, evaluated comprehensive program functions, and directed operations including federal, corporate, and local foundation grant management; fundraising; staff recruitment; vendor contacts and program outcomes. Cultivated partner relationships, managed vendor and contractor relationships, and engaged with local organizational leaders. Conducted on-going strategic assessment of processes, implementing revamps for improved resource utilization. Reported to the governing Board of Directors, collaborated with the Executive Committee on leadership initiatives, board recruitment and financial decision-making. Assisted in the transition and dissolution of the organization, ensuring a smooth winding down of operations and compliance with all legal and financial requirements..

- Served as a transitional change agent to reset organizational priorities, evaluate long-term financial viability, and assess programmatic impact.
- Provided operational guidance and recommendations to Board of Directors to enhance community programming and improve cash flow.
- Streamlined internal operations resulting in a 20% reduction in overall expenses.
- Spearheaded revision process of comprehensive strategic plan to better define the organization’s identity, capacity, and donor impact.

YMCA of Memphis & the Mid-South – Memphis, TN**Executive Director/Vice President of Nutrition Services | 07/2021 – 11/2022**

Held P&L responsibility for nutrition services program with \$8M budget serving appx. 41,000 children per week. Led organization of 60+ to manage all program functions, including operations, compliance, fundraising, marketing, logistics, and finance. Built and managed partner relationships. Represented program in the media and interacted with public officials. Negotiated and managed vendor contracts. Assessed and revamped processes and procedures. Generated and delivered reports to government and private stakeholders. Presented to CFO, CEO, and Board of Directors. Created training programs for internal and partner teams. Identified and took advantage of grants and other fundraising opportunities.

- *Transformed underperforming program into most successful YMCA program in US. Scaled operations from 20,000-41,000 meals per week within one year.*
- *Increased revenue 230% by establishing OKRs, defining vision for revenue outcomes, expanding geographical service location, and forming new community partnerships.*
- *Reduced program deficiencies from \$3M to less than \$2000 in one year by developing SOPs, documentation processes, and training programs to support both internal teams and partner organizations.*
- *Leveraged Salesforce to increase customer service response rate from 33% to 97%, enabling identification and resolution of ongoing service issues.*
- *Grew program funding sources from 60% YMCA-funded to 5% YMCA-funded while growing budget by building and managing relationships with grantors, donors, and government agencies.*

Medical Facilities of America – Roanoke, VA**Corporate Dietitian | 01/2018 – 06/2021**

Oversaw nutrition services across 5 facilities with appx. 700 beds. Acted as strategic advisor for dietitians, food service managers, and facility administrators. Evaluated and streamlined operations to improve efficiency and performance. Led training and onboarding for new dietitians. Liaised between employees in the field and corporate teams. Assessed and ensured compliance with KPIs and legal requirements, including clinician vetting requirements, documentation protocols, and monthly budget goals. Provided clinical assessment and nutrition therapy to patients as needed. Trained, mentored, and inspired teams in remote environment.

- *Improved compliance rating from 50% to 98% and decreased customer complaints by 32% by overhauling processes and procedures.*
- *Streamlined audit and documentation processes to improve compliance.*
- *Set goals/KPIs and defined roles and responsibilities.*
- *Initiated weekly business reviews and daily staff huddles to optimize communication.*
- *Created and revamped training modules for staff members.*
- *Reviewed and ensured clinical competence for all staff members.*

Manassas City Public Schools – Manassas, VA**Director, Food and Nutrition Services | 04/2013 – 07/2017**

Held responsibility for \$6M food and nutrition services program for public school district with 7,500 students. Served on school district executive cabinet and led strategic planning initiatives. Reviewed and ensured compliance with legal requirements. Partnered closely with school principals to obtain feedback and buy-in. Conceptualized and launched strategic initiatives to drive compliance and participation. Built and managed relationships with stakeholders and partners.

- *Achieved 100% deficiency-free audits throughout tenure. Overhauled cafeteria menu and revamped training programs to ensure alignment with Healthy, Hunger-Free Kids Act of 2010.*
- *Expanded participation 300% by training staff to interact with students in the lunch lines, launching marketing programs to expand community awareness, and implementing mobile application to streamline program services.*
- *Earned Food for Thought Award from First Lady of Virginia and Certificate of Excellence from Superintendent.*

Encore Healthcare – Columbia, MD**Corporate Director of Nutrition Services | 09/2011 – 12/2012**

Oversaw nutrition services programs across 25 long-term care facilities and nursing homes for healthcare start-up. Led organization of 35 cross-functional team members. Created and implemented staff training programs. Vetted credentials of dietitians. Participated in development of operational business plans. Identified and leveraged opportunities to improve patient outcomes, compliance results, and program efficiency. Established and streamlined operational policies and protocols. Implemented software programs to optimize operations. Reported to Vice President of Operations.

- *Improved client satisfaction and reduced costs by transforming corporate menu program to create consistency, decrease length of cycle menu, and utilizing vendor incentives.*

Early Experience:

Clinical Nutrition / Patient Services Manager, Compass Group (Hospital based)

Regional Director of Nutrition Services, Consulate Healthcare

Clinical Dietitian, Medical Facilities of America

CREDENTIALS | EDUCATION**Registered Dietitian | Certified Health Education Specialist**

Master of Arts (MA) in Health Studies | *University of Alabama* | Tuscaloosa, AL

Dietetic Internship | *Indiana University–Purdue University Indianapolis (IUPUI)* | Indianapolis, IN

Bachelor of Science (BS) in Nutrition and Dietetics, cum laude | *Messiah College* | Grantham, PA



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County of Fluvanna

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Name: Patti Reynard	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input 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.): See Attached	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Volunteer Coach, AAU basketball team representing Fluvanna (Fluvanna Hurricanes), volunteer coach for Parks and Rec. Basketball, soccer.	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I believe I can make a positive difference in many ways and area of the county, for which I can not do in a 5 min. Public comment setting.	

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ON WHICH YOU WISH TO SERVE.**

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

<p>Submit by email (clerk@fluvannacounty.org) or mail to: County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>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.</p> <p>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.</p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Patti Reynard		2-25-2025	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
3531 Union Mills Rd Troy, VA			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
62	[REDACTED]		[REDACTED]
Office Use Only			
Application Received On:	02-24-2025	Application Received By:	
Acknowledgement Sent:	02-25-2025	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

Experienced Simulation Technology Specialist Sr. (CHSOS), and technical minded person with exceptional client and management skills. Action oriented with strong desire to accomplish positive results. I have proven ability to communicate effectively at all levels. Committed to accomplishing all tasks at hand. I am interested in an opportunity to leverage my technology, managerial and leadership skills. Motivated to improve tasks and processes through automation, simplification, and integration. Dedicated to providing professional, proficient and effective results within a team environment.

I have managed and implemented many cost saving projects throughout my career with the University of Virginia, such as an inventory control management system. Another very effective project that I initiated and administered was a scheduling system that has been expanded as a result of its effectiveness. I managed the scheduling server for the cross platform client based applications and provide support for all users with the staff that I managed. I successfully completed an online Web Applications Developer Certification in 2015 to expand my technical background. While working as a Simulation Technology Specialist Sr., I completed an online Human Physiology course through UC Berkeley to enhance my understanding of human anatomy, which made programming human patient simulators vital signs for more realistic scenarios. I also completed my Certified Healthcare Simulations Operations Specialist certifications exam in 2017. I designed a human patient simulation procedure to further improve patient safety outcomes for the clinical skills nursing students simulation experience.

SKILLS:

- Project Management
 - Training and development
 - Client-focused
 - Quick learner
 - Microsoft Office
 - Computer proficient
 - Budgeting
 - Billing
 - Vendor Certified
 - High level of mechanical aptitude
 - Dedicated to providing professional, proficient and effective results.
-
- Proficiency in LLEAP & Uni
 - Results-oriented
 - File/records maintenance
 - Financial records and processing
 - Contract negotiation/review/drafting

- Inventory Controls Management
- Creative Problem Solving
- Operations management
- Proven experience in managing and developing automated processes to improve efficiency and reduce costs.

EXPERENCES

Consulting - Experiential Leadership Development Lab – Research Collection/Training: University of Virginia Darden School of Business August 2018 – As Needed

- o Set up BioPac physiology wearable recording devices and software collection system.
- o Research, investigate and recommend other analytical integratable solutions to share physiological data with faculty and students in a secure environment.
- o Arrange vendor demos as it applied to the integration of lab/BioPac software applications.
- o Train others to connect BioPac devices to participants, and operate data collection software.

Simulation Technology Specialist Senior: The Clinical Skills Learning Center, School of Nursing at the University of Virginia. August 2015 – April 2018

(Hourly position working 1500 hrs. per yr – averaging 3-4 days a week most weeks)

- o Managed and facilitated training of UVa School of Nursing Simulation staff.
- o Collaborated with content experts and faculty on design and development of medical simulations.
- o Programmed medical simulator scenarios to run in simulation environment. Configured simulation scenarios environment.
- o Performed preventative maintenance and trouble shoot simulators and task trainers.
- o Designed and developed educational realism through repurposing and modifying materials to work with simulations.
- o Used all available technology to improve, automate, integrate and streamline simulation whenever possible.
- o Worked closely with center director and vendors to prepare and facilitate purchase orders for human patient simulators, task trainers, and other educational equipment and materials.
- o Use of my strong technical and innovative skills has proven to enhance and streamline simulation experiences for the University of Virginia School of Nursing Learners.
- o Designed a simulated educational process to improve patient safety and outcomes through clinical simulation experiences.

Educational Support Specialist: The Medical Simulation Center, School of Medicine

University of Virginia July 2010 – June 2015

(Salaried Full Time Position with full benefits 40 hrs per week)

- o Administrative / technical professional offering versatile office management and technical support skills and proficiency in Microsoft Windows and Apple platforms.
- o Managed and monitored financial reporting, budget activity, and billing via the University's Oracle financial accounting infrastructure.
- o Prepare, run, and tear down elaborate multi-learner, multi-device simulation scenarios.
- o Design, build, and improvise fixtures and environments to enhance the realism of simulation scenarios.
- o Repurpose and adapt older equipment for educational simulation activities. Maintained functionality of simulators well past warranty expiration.
- o Implemented an inventory controls system
- o Managed and maintained inventory annual audit and day-to-day activity

Office Manager: Office of Medical Education, School of Medicine

University of Virginia 1990 – June 2010

Salaried Full Time Position with full benefits 40 hrs per week)

- o Managed office accounts/budgets via the Oracle Finance application.
- o Analyzed and prepared financial logs and reports
- o Managed faculty and staff information including staff time sheets and student wages in Oracle system.
- o Processed Equipment Trust Funds (ETF) orders and all other purchase orders and completed vouchers in Oracle system in timely manner.
- o Coordinated and processed the necessary paperwork required by the University of Virginia for wage, classified and faculty employees in the Office of Medical Education.
- o Administered Sponsored Research Compliance Coordinator, responsible for ensuring that the following tasks are completed within your Org.: 1) Effort Reporting, 2) Annual and per proposal Conflict of Interest disclosure process management, and 3) Financial Stewardship.
- o Managed and facilitated software & hardware upgrades and installation for the Office of Medical Education faculty and staff.
- o Trained, supported and advised colleagues in the use of different software packages.
- o Coordinated computer equipment and other office purchases.
- o Supervised scheduling of classrooms and auditoriums throughout the School of Medicine.
- o Trained as a Local Support Partner for the Office of Medical Education and other subdivisions of the School of Medicine.
- o Coordinated and maintained the Mini-Med School registration database, assist with coordination of program activities.
- o Designed and created Mini-Med School brochures and certificates.
- o Created, updated, and maintained the Mini-Med School web page.
- o Facilitated the collection of the LCME annual survey data, compiled the data, and submitted by

required deadline date.

- o Maintain and updated exam scanning system.
- o Scheduling Software Administrator & Computer Support/Training
- o Evaluated, recommended, installed, & upgraded computer software on individual computers for the Office of Medical Education.
- o Managed and facilitated software & hardware upgrades and installation for the Office of Medical Education.
- o Administrator of the cross platform scheduling system.
- o Configure computers for network connectivity.
- o Diagnosed & troubleshoot communication & compatibility problems between computers, network clients and network servers.
- o Provided technical support and training to network clients and computer users.

Office Support Specialist: Alderman Library

University of Virginia 1985 – 1990

Salaried Full Time Position with full benefits 40 hrs per week

- o Performed multifaceted clerical tasks including data entry, filing, and records management.
- o Coordinated and automated the Periodicals and Serials missing publication issues claims process.
- o Assisted the Video cataloguer with data collection project.

CURRENT OR PRIOR EXPERIENCE ON BOARDS/COMMISSIONS/COMMITTEES: None

CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups-please provide dates):

Volunteer Coach, AAU basketball team representing Fluvanna (Fluvanna Hurricanes), volunteer coach for Parks and Rec. Basketball, soccer.

REASONS FOR WANTING TO SERVICE FLUVANNA COUNTY:

I believe I can make a positive difference in many ways and area of the county, for which I can not do in a 5 min. Public comment setting.

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

TAB B

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Treasurer's Update				
MOTION(s):	N/A				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Debbie Rittenhouse, Treasurer				
PRESENTER(S):	Debbie Rittenhouse, Treasurer				
RECOMMENDATION:	Information only.				
TIMING:	Routine.				
DISCUSSION:	Presenting bank balances, TACS collections, general Treasurer's office information.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB C

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Authorization to Advertise a Public Hearing to consider waiver request for sign, Fork Union Drive-in				
MOTION(s):	I move the Board of Supervisors approve authorization to advertise a request for a waiver to the sign requirements under Section 22-15-3 of the County Code for the Fork Union Drive-in for a public hearing to be held August 20, 2025.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Todd Fortune, Director of Planning; Dan Whitten, County Attorney				
PRESENTER(S):	Todd Fortune, Director of Planning; Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	The applicant has submitted sign designs as part of a sign permit application. The sign as proposed does not meet size, height, or number of sign requirements per Section 22-15-3 of the Fluvanna County Code. A waiver of the Code requirements would be needed for the sign permit to be approved.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	The Board is being asked to approve a waiver of the size requirements for signs per Section 22-15-3 of the Fluvanna County Code.				
LEGISLATIVE HISTORY:	A Special Use Permit for the parcel to be used as a drive-in theater is currently going through the public hearing process. The proposed signs would be for the drive-in theater.				
ENCLOSURES:	<ul style="list-style-type: none"> • Advertisement for Public Hearing • County Code Section 22-15-3 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

(Seal)

PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, August 20, 2025, at 7:00 p.m.

Pursuant to Virginia Code Section 15.2-1427, a Public Hearing will be held in the Fluvanna County Circuit Court, at 72 Main Street, Palmyra, Virginia for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors for the following item:

ORDINANCE TO WAIVE CERTAIN REQUIREMENTS UNDER SECTION 22-15-3 OF THE FLUVANNA COUNTY CODE FOR THE FORK UNION DRIVE-IN LOCATED IN THE FORK UNION DISTRICT AND IDENTIFIED AS TAX MAP 51, A, 61.

Copies of the complete text of the above ordinance are available for public review at <https://www.fluvannacounty.org/> and at the Office of the Fluvanna County Administrator during normal business hours. Questions may be directed to Caitlin Solis, Clerk to the Board, at (434) 591-1910. All interested persons wishing to be heard are invited to attend the public hearing.

TO: Fluvanna Review

Advertise on the following dates: Aug. 7 and 14, 2025

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

CONTACT INFORMATION:

Caitlin Solis
Clerk, Board of Supervisors
Fluvanna County
P. O. Box 540
Palmyra, VA 22963
csolis@fluvannacounty.org
434-591-1910
434-591-1913

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	1.5% Bonus for Constitutional Officers and Compensation Board Funded Employees				
MOTION(s):	I move the Board of Supervisors approve a 1.5% Bonus for Constitutional Officers and their Compensation Board Funded Employees as authorized by the Compensation Board and further authorize a supplemental appropriation for the bonuses in the amount of \$42,175.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Constitutional Officers and Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Constitutional Officers recommend approval				
TIMING:	Immediate				
DISCUSSION:	A 1.5% salary bonus was approved by the 2025 Session of the General Assembly for constitutional officers, regional jail superintendents, and their Compensation Board funded deputies and employees. Constitutional officers want to utilize the 1.5% bonus funding for their positions and Compensation Board funded employees, with such bonus requiring to be authorized by the Board of Supervisors and paid to constitutional officers and their Compensation Board funded employees in July 2025.				
FISCAL IMPACT:	None, the bonus would only be paid for Compensation Board funded employees, based upon the Compensation Board approved salary for those positions, and not the actual higher salary by the County.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Compensation Board Memo				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	



JEFFREY PALMORE
CHAIRMAN

ROBYN DE SOCIO
EXECUTIVE SECRETARY

STACI HENSHAW
JAMES ALEX
EX-OFFICIO MEMBERS

COMMONWEALTH OF VIRGINIA

Compensation Board

P.O. Box 710
Richmond, Virginia 23218-0710

June 16, 2025

MEMORANDUM

TO: Constitutional Officers and Regional Jail Superintendents
City Managers and County Administrators

FROM: Robyn M. de Socio
Executive Secretary

SUBJECT: July 1, 2025 1.5% Bonus for Constitutional Officers and Employees

I am writing to provide further information regarding the 1.5% salary bonus approved by the 2025 Session of the General Assembly for constitutional officers, regional jail superintendents, and their Compensation Board funded deputies and employees, as noted in prior communications regarding legislative actions impacting constitutional officer funding, FY26 budget estimates, and FY26 approved budget policies. Note that information regarding budget estimates and approved budgets and policies for FY26 can also be found on the Constitutional Officers Budgets and Salaries page of the Compensation Board's website at www.scb.virginia.gov.

While salary bonus amounts were included in the FY26 budget/revenue estimate provided earlier this year in March (and available on the Compensation Board website), final May 1, 2025 budgets established for FY26 do not reflect these amounts, as they represent one-time funding and will not become part of each office's base salary funding. Consequently, we are providing a projection of total and reimbursable bonus amounts at this time. Please note that personnel changes between now and July 1 could impact these projections. Additionally, please note the following information regarding these one-time bonus payments of 1.5%:

1 – The calculation of the 1.5% bonus amount is based on the Compensation Board funded salary as of July 1, 2025, but **prior to** implementation of any salary increases that will also be effective on July 1, 2025 or later (e.g. across-the-board, targeted, or career development increases).

2 – While the Appropriation Act provides for the salary bonus on July 1, 2025, the Compensation Board recognizes the need for flexibility in the date for the bonus to be paid by the locality or regional jail to the elected officers and employees, based upon varying pay cycles instituted across localities. If payment of the bonus on July 1, 2025 is not possible, the Compensation Board will allow for payment of the bonus on another day in July, 2025, as fits with the locality's pay cycle. However, please note that the bonus may only be reimbursed by the Compensation Board for officers and employees that are in a Compensation Board funded position on July 1, 2025. Bonus payments made to any individual that is not in a Compensation Board funded position on July 1 will not be reimbursable. Reimbursements for the bonus payment will be processed with the July, 2025 payroll and expense report.

MEMO: Constitutional Officers and Regional Jail Superintendents; City Managers and County Administrators
 June 16, 2025
 Page 2

3 – Reimbursements of the bonus amounts will require a certification by the locality confirming payment of the bonus to the officers and employees; payment of a higher (supplemented) salary amount by the regional jail or locality is not sufficient to meet the requirement that a bonus is paid in order to receive the reimbursed bonus funds.

As the Compensation Board prepares for the implementation of FY26 budgets and reimbursement of bonus amounts, there will be a short window to identify and confirm bonus amounts that are reimbursable. The Compensation Board will request each office to ensure any personnel actions occurring with an effective date of July 1, 2025 are entered into the COIN personnel and reimbursement system during the week of July 14-18, 2025. The Compensation Board will then provide notice of final reimbursable bonus funds during the week of July 21 along with a certification form, and local government certifications that such bonus payment costs were incurred/paid will be due during the following week of July 28. Once certifications are received, reimbursement of the bonuses paid will be included in the July, 2025 payroll and expense reimbursement.

Please refer to the attached spreadsheet showing the projected bonus amounts by position for each office. Note that the attached spreadsheet is a macro-enabled Excel file. **Please first open** the attached pdf document entitled “FY26 Instructions to Open 7-1-2025 Budget Estimate Spreadsheet File” for detailed instructions on how to download and extract your office data from the macro-enabled Excel file, as many computers will block macro files. If you still cannot extract your data after following these instructions, or the macro-enabled Excel file is missing, please contact the Compensation Board staff noted at the end of this letter for assistance.

After you have extracted and opened the bonus estimate spreadsheet for your office, please open the attached pdf document entitled “FY26 Instructions to Complete Review of 7-1-2025 Bonus Estimate” for further information and instructions regarding the bonus and eligibility of officers and deputies/employees.

Please review all provided information carefully, and if you have any questions, please contact a member of the Compensation Board staff below.

Officer	Staff Member	Email Address	Telephone
Sheriffs and Regional Jails	Brian Bennett, Senior Fiscal Technician	brian.bennett@scb.virginia.gov	804-225-3443
	Donna Foster, Senior Fiscal Technician	donna.foster@scb.virginia.gov	804-225-3435
Commissioners of the Revenue, Treasurers and Finance Directors	Joan Bailey, Senior Fiscal Technician	joan.bailey@scb.virginia.gov	804-225-3351
Circuit Court Clerks and Commonwealth’s Attorneys	Paige Christy, Senior Fiscal Technician	paige.christy@scb.virginia.gov	804-225-3442
All Officers or Gov Bodies	Bill Fussell, Customer Service Supervisor	william.fussell@scb.virginia.gov	804-225-3321
	Charlotte Lee, Budget Manager	charlotte.lee@scb.virginia.gov	804-225-3366
	Robyn de Socio, Executive Secretary	robyn.desocio@scb.virginia.gov	804-225-3439

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	July 2, 2025																																		
AGENDA TITLE:	Authorization to Advertise Public Hearing to Amend Section 9-2-2 and 9-2-5 of the County Code to Increase FUSD Water Rates and Charges																																		
MOTION(s):	I move that the Board of Supervisors advertise a public hearing to amend Section 9-2-2 and 9-2-5 of the County Code to increase Fork Union Sanitary District water rates and charges.																																		
BOS WORKPLAN?	Yes	No	If yes, which item(s):																																
		X																																	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																														
		X																																	
STAFF CONTACT(S):	Eric Dahl, County Administrator and Matt Mitchell, Utilities System Manager																																		
PRESENTER(S):	Eric Dahl, County Administrator																																		
RECOMMENDATION:	Approve																																		
TIMING:	Ordinance would be effective October 1, 2025																																		
DISCUSSION:	<p>The Fork Union Sanitary District (FUSD) rates were last increased in July 2024 to the current structure. Prior to 2024, rates were increased in July 2014, May 2010 and June 2006. Although there have been previous increases, the sanitary district has suffered from a lack of consistent increases for a 20 year period. This has made the financial situation difficult at best for the district. The rates should be adjusted to reflect increases in the cost of doing business and to provide enough projected income to cover the projected expenses for this next fiscal year. The staff recommends a rate increase for the Minimum Charge to increase 12.5% from \$24.00 to \$27.00. Also, it is recommended to increase the Above 2,000 gallons charge 11.4% from \$11.22 per 1,000 gallons to \$12.50 per 1,000 gallons. The estimated annual additional revenue from the increased Minimum Charge is \$16,200 and from the Above 2,000 Gallons is \$2,920, for a total annual revenue of \$19,120. With the proposed rate increases not going into effect until October 1, 2025, the estimated additional revenue for FY26 would be \$14,340. Please see the chart below for the rate history.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: left;">Monthly Charges</th> <th style="text-align: center;">Jun-06</th> <th style="text-align: center;">May-10</th> <th style="text-align: center;">% Inc.</th> <th style="text-align: center;">Jul-14</th> <th style="text-align: center;">% Inc.</th> <th style="text-align: center;">Jul-24</th> <th style="text-align: center;">% Inc.</th> <th style="text-align: center;">Proposed 2025</th> <th style="text-align: center;">% Inc.</th> </tr> </thead> <tbody> <tr> <td>Minimum Charge (1st 2,000 gallons)</td> <td style="text-align: right;">\$ 15.44</td> <td style="text-align: right;">\$ 17.76</td> <td style="text-align: center;">15.0%</td> <td style="text-align: right;">\$ 21.00</td> <td style="text-align: center;">18.2%</td> <td style="text-align: right;">\$ 24.00</td> <td style="text-align: center;">14.3%</td> <td style="text-align: right;">\$ 27.00</td> <td style="text-align: center;">12.5%</td> </tr> <tr> <td>Each 1,000 gallons above 2,000 gallons</td> <td style="text-align: right;">\$ 7.72</td> <td style="text-align: right;">\$ 8.88</td> <td style="text-align: center;">15.0%</td> <td style="text-align: right;">\$ 11.00</td> <td style="text-align: center;">23.9%</td> <td style="text-align: right;">\$ 11.22</td> <td style="text-align: center;">2.0%</td> <td style="text-align: right;">\$ 12.50</td> <td style="text-align: center;">11.4%</td> </tr> </tbody> </table> <p>FUSD is under financial stress this fiscal year and is expected to have higher expenses than revenues next year as well. This rate increase needs to be in place for the next fiscal year to start to remedy the projected shortfall for this upcoming year</p>					Monthly Charges	Jun-06	May-10	% Inc.	Jul-14	% Inc.	Jul-24	% Inc.	Proposed 2025	% Inc.	Minimum Charge (1st 2,000 gallons)	\$ 15.44	\$ 17.76	15.0%	\$ 21.00	18.2%	\$ 24.00	14.3%	\$ 27.00	12.5%	Each 1,000 gallons above 2,000 gallons	\$ 7.72	\$ 8.88	15.0%	\$ 11.00	23.9%	\$ 11.22	2.0%	\$ 12.50	11.4%
Monthly Charges	Jun-06	May-10	% Inc.	Jul-14	% Inc.	Jul-24	% Inc.	Proposed 2025	% Inc.																										
Minimum Charge (1st 2,000 gallons)	\$ 15.44	\$ 17.76	15.0%	\$ 21.00	18.2%	\$ 24.00	14.3%	\$ 27.00	12.5%																										
Each 1,000 gallons above 2,000 gallons	\$ 7.72	\$ 8.88	15.0%	\$ 11.00	23.9%	\$ 11.22	2.0%	\$ 12.50	11.4%																										

and future years. The sooner that this rate increase can be implemented the smaller the shortfall will be for this fiscal year. Therefore, moving on this issue would be helpful to the sanitary district. It is also planned to continue to do annual rates increases as well until the system is cash flow positive. A comparison of regional water rates for comparison is below:

Regional Water Rates Comparison			
	Base Rate	Included Gallons	Rate per 1,000 gallons thereafter
Louisa	\$27.75	3,000	\$9.25
Buckingham	\$31.19	4,000	\$16.24
Goochland	\$42.76	4,000	\$7.35
Aqua*	\$22.82	0	\$10.59
Zion Crossroads	\$21.42	2,000	\$11.22
FUSD**	\$27.00	2,000	\$12.50
*Aqua adds several other fees to their customers, which can make their bills higher.			
** FUSD Proposed rates increase			

If the Board approves the rate increase and based upon an average customer using 3,500 gallons per month, the monthly increase would be \$5.92 per customer.

FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Ordinance to amend Sections 9-2-2 and 9-2-5 of the County Code • Advertisement for Public Hearing 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY AMENDING § 9-2-2 TO INCREASE THE COSTS OF CERTAIN WATER CONSUMPTION CHARGES AND § 9-2-5 TO INCREASE THE METER DEPOSIT FOR THE FORK UNION SANITARY DISTRICT

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

(1) That The Code of the County of Fluvanna, Virginia is amended by amending § 9-2-2 and § 9-2-5, as follows:

CHAPTER 9 FORK UNION SANITARY DISTRICT

ARTICLE 2. – WATER DIVISION

Sec. 9-2-2. – Schedule of consumption charges

The monthly charges for water consumption shall be in accordance with the following schedule:

~~\$24.00~~ **\$27.00** for first 2,000 gallons (minimum charge);

~~\$11.22~~ **\$12.50** for each 1,000 gallons above 2,000 gallons.

In addition to the foregoing, during the existence of any water emergency which has been declared by the governing body in accordance with Section 9-2-12 of this Code, each and every charge for water consumption shall be subject to a surcharge of ten percent. Such surcharge shall be calculated by multiplying the rates stated above by 110 percent. Such surcharge shall apply at the beginning of the regular billing period next succeeding the adoption of this section or the declaration of such emergency condition, whichever shall last occur. Such surcharge shall cease to apply at the end of the regular billing period which is nearest to, but not later than, sixty (60) days after the governing body shall have declared such water emergency to be at an end.

(Min. Bk. 6, pp. 321, 445; Min. Bk. 7, p. 92; Comp. 1974, ch. 10; Ord. 11-3-80; Ord. 7-15-86; Ord. 5-21-97; Ord. 7-15-98; Ord. 11-28-01; Ord. 11-20-02; Ord. 06-21-06; Ord. 5-5-10; Ord. 7-2-14; Ord. of 06-20-2024(2), § 1, 6-20-2024)

Editor's note— Amendment adopted 11-20-02 is effective on and after December 1, 2002. Amendment adopted 06-21-06 is effective on and after July 1, 2006. Amendment adopted 7-2-14 is effective on and after August 1, 2014.

Sec. 9-2-5. Meter deposit.

There shall be a deposit of ~~\$20.00~~ **\$30.00** made at the time application for water service is made, refundable at the time of termination of service; provided, that the applicant's bills are paid in full.

(Min. Bk. 6, pp. 321, 445; Min. Bk. 7, p. 92; Comp. 1974, ch. 10; Ord. 1-1-86)

(Seal)

PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, August 20, 2024, at 7:00 p.m.

Pursuant to Virginia Code Section 15.2-1427, a Public Hearing will be held in the Fluvanna County Circuit Court, at 72 Main Street, Palmyra, Virginia for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors for the following item:

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY AMENDING § 9-2-2 TO INCREASE THE COSTS OF CERTAIN WATER CONSUMPTION CHARGES AND § 9-2-5 TO INCREASE THE METER DEPOSIT FOR THE FORK UNION SANITARY DISTRICT

Copies of the complete text of the above ordinance are available for public review at <https://www.fluvannacounty.org/> and at the Office of the Fluvanna County Administrator during normal business hours. Questions may be directed to Caitlin Solis, Clerk to the Board, at (434) 591-1910. All interested persons wishing to be heard are invited to attend the public hearing.

TO: Fluvanna Review

Advertise on the following dates: August 7 & 14, 2025

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

CONTACT INFORMATION:

Caitlin Solis
Clerk, Board of Supervisors
Fluvanna County
P. O. Box 540
Palmyra, VA 22963
csolis@fluvannacounty.org
434-591-1910
434-591-1913

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

TAB F

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Coves at Monticello Performance Incentive Grant				
MOTION(s):	<p>I move the Board of Supervisors approve the Performance Incentive Grant amount of \$63,208.33 for FY25, with such payment to be made to the Economic Development Authority of Fluvanna County, Virginia, and for subsequent remittance to the developer Monticello Coves Realty Partners LP, and further authorize a supplemental appropriation of \$63,208.33 from Unassigned Fund Balance for payment of the grant funds.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator and Dan Whitten, County Attorney				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>At the March 2, 2022 Board of Supervisors meeting, the board approved the Development and Performance Agreement for the Coves at Monticello affordable workforce housing complex, by agreeing to provide semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment, which is billed after a certificate of occupancy for the project is issued.</p> <p>The first real estate tax bill meeting the terms of the Development and Performance Agreement was for real estate taxes due June 5, 2025, and the developer has paid the first real estate tax bill based upon the increased assessment. The developer has also meet all other milestone terms in the agreement. The stipulated (base) 2021 assessed value of the property per the agreement is \$71,439.14. As of the Board of Equalization (BOE) assessment appeal meeting on June 26, 2025, the BOE adjusted the future (current) assessed value of the property to \$16,926,992.00. The difference between the assessed values is \$16,855,552.86 and at a current real estate tax rate of \$0.75 per 100, that equals an annual 2025 Performance Incentive Grant of \$126,416.65, equaling a first half payment at \$63,208.33 and second half payment at \$63,208.32.</p>				
FISCAL IMPACT:	A decrease of \$63,208.33 for the Performance Incentive Grant from Unassigned Fund Balance for FY25.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				

ENCLOSURES:	Development and Performance Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X		X	

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (the "Agreement") made and entered into this 2nd day of March, 2022 (the "Effective Date"), by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA**, ("the EDA") **MONTICELLO COVES REALTY PARTNERS LP**, a Virginia limited partnership (the "Developer"), and the County of **FLUVANNA**, a political subdivision of the Commonwealth of Virginia (the "County"). The EDA, the Developer and the County are collectively referred to herein as the "Parties", and each as a "Party."

WHEREAS, the Developer intends to develop affordable housing on a portion of Fluvanna County Parcel Number 8-A-A14A3, located on Thomas Jefferson Parkway, Palmyra, (in the County of Fluvanna, Virginia), Virginia, such portion being 6.315 acres, more or less, identified as Parcel C (the "Property") on that plat (the "Plat") of Foresight Survey, P.C. dated January 25, 2022, entitled "Final Subdivision Plat of Tax Map 8 Parcel A-A14A3 Colonial Circle, Cunningham District, Fluvanna County, Virginia" recorded in the Fluvanna County Circuit Court Clerk's Office as Instrument No. 220000506, in substantial conformance with the Schematic Site Sketch (the "Schematic") which is not a formal site plan and has not been submitted to or approved by the County (referred to herein as the "Project"). Such Project will also be consistent with that Preliminary Master Plan for Colonial Circle Residential Planned Community (R-3) approved by the County on June 19, 2019 (the "Master Plan"). Such Plat, Schematic and Master Plan are attached hereto as Exhibit 1, Exhibit 2 and Exhibit 3, respectively, and made a material part hereof. The Property and the Project will be developed as a multi-family residential development; and

WHEREAS, the Fluvanna County Board of Supervisors (“Board of Supervisors”) desires to promote economic development, the increased viability of Fluvanna County, Virginia, and encourage affordable quality housing for all income levels in the County of Fluvanna, Virginia pursuant to the Fluvanna County Comprehensive Plan, see list of relevant excerpts from the Fluvanna County Comprehensive Plan attached hereto as Exhibit 4 and made a material part hereof; and

WHEREAS, the public purposes for the County and the EDA to enter into this Agreement include: (i) pursuant to Virginia Code Sections 15.2-953, 15.2-1205, and 15.2-4901, the promotion of economic development and the increased vitality of the County of Fluvanna, Virginia; and (ii) pursuant to Virginia Code Section 15.2-4905, since Fluvanna County has not activated a housing authority as provided by Virginia Code Sections 36-4 and 36-4.1, to promote safe and affordable housing facilities used primarily for single or multi-family residences, in the Commonwealth of Virginia and to benefit the safety, health, welfare, and prosperity of residents of the County of Fluvanna, Virginia; and

WHEREAS Virginia Code Section 15.2-953, allows the County to give funds to the EDA for the purposes of promoting economic development; and

WHEREAS Virginia Code Section 15.2-1205, allows the County to give, lend or advance in any manner that it deems proper funds or other County property, not otherwise specifically allocated or obligated, to the EDA; and

WHEREAS, Virginia Code Section 15.2-4905(13) allows the EDA to make loans or grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of the Industrial Development and Revenue Bond Act (Virginia Code Sections 15.2-4900 et seq.), including for the purposes of promoting economic development and

affordable housing in municipalities whose housing authorities have not yet been activated, provided that any loans or grants are made only from revenues of the EDA which have not been pledged or assigned for the payment of any of the EDA's bonds; and

WHEREAS, Virginia Code Section 15.2-4901, grants the EDA, since no housing authorities have been activated as provided by §§ 36-4 and 36-4.1 in Fluvanna County, the powers contained herein with respect to facilities used primarily for single or multi-family residences in order to promote safe and affordable housing in the Commonwealth of Virginia and to benefit thereby the safety, health, welfare, and prosperity of the inhabitants of the Commonwealth of Virginia; and

WHEREAS, on August 4, 2021, the Board of Supervisors was presented with Developer's proposed plan for the Project and the Developer's proposal that the Board of Supervisors consider making a commitment to support the development of affordable housing by agreeing to provide the Project with semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to its review and approval in its sole discretion of an agreement on the terms related thereto among the Parties, but no resolution was made by the Board of Supervisors at such time; and

WHEREAS the EDA desires to promote and encourage the economic development and vitality of the County and assist in providing affordable quality housing in the County by agreeing to provide the Developer with any grants submitted to the EDA by the County to support the development of affordable housing in the County; and

WHEREAS the Board of Directors of the EDA approved a Resolution on

14th February, 2022 agreeing to the terms of this Agreement and authorized the Chairman of the EDA to sign this Agreement on behalf of the EDA contingent on the approval of the Agreement by the Board of Supervisors; and

WHEREAS the Board of Supervisors approved a Resolution on March 2nd, 2022, expressing the County's commitment to support the development of affordable housing by agreeing to provide the Project with semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to and agreeing to the terms of this Agreement and authorized the County Administrator to sign this Agreement on behalf of the County after approval as to form by the County Attorney.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations herein contained, and other good and valuable consideration, the parties agree as follows:

1. The Developer agrees to the following:

(a) The foregoing recitals are incorporated into this Agreement by reference as material parts hereof.

(b) The Developer agrees to develop the Project in substantial conformity with Schematic and the Master Plan. This Agreement is contingent upon the County's approval of the Final Site Plan for the Project (the "Final Site Plan"); and that such Final Site Plan is approved no later than September 1, 2022, however, this Agreement is not, and shall not be construed as any approval of any site plan(s) not previously approved by the County. This Agreement shall be contingent on the Final Site Plan being in all material respects consistent with the Schematic, Master Plan and this Agreement, if the Final Site Plan is inconsistent therewith or if the Final Site Plan is not approved by September 1, 2022, then this Agreement shall be null and void and of no further

force and effect and the County and the EDA shall have no further obligations hereunder whatsoever and no obligations to provide the Performance Initiative, as defined below. The Developer specifically agrees to develop at least one hundred twenty-four (124) single and/or multi-family residential units reserved for households with total combined average incomes less than 60% Area Median Income (AMI) in accordance with the plan of the Virginia Housing Development Authority (“Virginia Housing”) for the allocation of low-income housing tax credits as amended effective January 1, 2019. This Agreement shall apply to all affordable units developed pursuant to an approved Final Site Plan for the Project consistent with the terms of this Agreement. The Developer shall certify annually to the County Administrator that these affordable housing uses are continuing with respect to the Project.

(c) The Developer shall obtain site plan and building permit approval from the County to construct at least one hundred twenty-four (124) single and/or multi-family residential units at the Project. The Developer shall certify to the County it has been allocated federal low-income housing tax credits eligible for affordable housing development as administered by Virginia Housing and has obtained approval from a reputable financial institution agreeing to finance the construction of the buildings and appurtenant site improvements related to the Project. The Developer shall certify that the Final Site Plan confirms in all respects to the requirements of this Agreement.

(d) The Developer agrees to begin construction of the Project within One Hundred Eighty (180) days of obtaining building permit approval, subject to force majeure events or written agreement of the parties extending such time period. Notwithstanding the foregoing, if the Developer does not obtain building permit approval related to the Project within two (2) calendar years of the Effective Date of this Agreement, then this Agreement shall be null and void and of

no further force and effect and the County and EDA shall have no obligations hereunder whatsoever and no obligations to provide the Performance Initiative, as defined below.

(e) The Developer shall complete the construction of the Project in accordance with the Final Site Plan and in substantial accordance with the approved conceptual elevation and obtain the required final certificate of occupancy (the "First C.O.") for the first building within thirty-six (36) months from the date construction begins (the date construction begins on the Project is the date the Developer obtains its first building permit related to the Project), subject to a written agreement of the parties extending such time period. The Project shall be fully and finally completed within seventy-two (72) months from the date construction begins on the Project, subject to a written agreement of the parties extending such time period. If the Developer does not obtain the required certificate of occupancy for the first building of the Project by the date required by this Agreement, then this Agreement shall be null and void and of no further force and effect and the County and EDA shall have no obligations hereunder whatsoever and no obligations to provide the Performance Initiative. If the Developer does not obtain the required certificate of occupancy for the entire Project by the date required by this Agreement, then this Agreement shall be null and void and of no further force and effect and the County and EDA shall have no further obligations hereunder whatsoever and no obligations to provide the Performance Initiative.

(f) The Developer agrees to continuously operate and to maintain the Project during the term of this Agreement and be responsible for all maintenance, taxes, insurance and other costs associated with the Project. If the use of the Project changes during the term of this Agreement, the Performance Incentive will no longer be provided. If any County taxes on the Project are delinquent during the term of this Agreement, the Performance Incentive will not be provided until

the delinquency is satisfied. Any late fees, interest charges or penalties related to any delinquency shall be paid by Developer and will not be included in the funding for the Performance Incentive.

2. The County agrees to the following:

(a) The County agrees to provide to the EDA funding for a Performance Incentive Grant (the "Grant" or the "Performance Initiative") over a time period commencing with the first real estate tax bill that is based on an increased assessment of the Property due to development of the Project which is billed after the First C.O. for the Project is issued and ending fourteen (14) years from the date of issuance of the First C.O. for the Project. The Performance Incentive Grant shall be as follows:

(i) Commencing on the date of issuance of the first tax bill reflecting an increased assessment arising out of the development of the Project after issuance of the First C.O. for Project and through 10 years after the issuance of the First C.O. for the Project, the annual grant shall be based on 100% of real estate taxes paid on the tax increment (the amount of future increases in the real estate tax assessment above the existing assessment related to the Project contemplated under this Agreement) (the "Tax Increment") of the Property owned by the Developer and comprising the Project. At the time of the initial request from the Developer in 2021, the Property was designated as a 6.315 acre portion of prior Fluvanna County Tax Parcel Number 8-A-A14A (the "Tax Parcel") (currently parcels 8-A-A14A (42.232 acres), 8-A-A14A2 (7.817 acres) and 8-A-A14A3 (10.883 acres)) which consisted of a total of 60.932 acres. The Project portion of the total Tax Parcel = 10.36%, which shall be determined annually by subtracting (i) the stipulated 2021 assessed (*pro rata*) value of the Property of \$71,439.14 [=2021 Total Assessed Value of prior 8-A-A14A \$689,300 * 10.36%] from (ii) the future assessed value of the Property (as then subdivided from the total Tax Parcel) based upon a re-assessment of the Property arising out of development of the

Project (as determined by the Fluvanna County Commissioner of the Revenue on an annual basis). Notwithstanding the foregoing, any portion of the future assessed value relating to any re-assessment of the Property arising out of development of anything other than the residential units compromising the Project and contemplated by this Agreement shall not be paid by the Developer and shall not be a part of the Tax Increment and no grant shall be paid by the EDA to the Developer related thereto.

(ii) In year 11, the Grant shall be based on 80% of the real estate taxes paid on the Tax Increment. In year 12, the Grant shall be based on 60% of the real estate taxes paid on the Tax Increment. In year 13, the Grant shall be based on 40% of the real estate taxes paid on the Tax Increment. In year 14, the Grant shall be based on 20% of the real estate taxes paid on the Tax Increment.

(b) The County shall provide to the EDA the required funding for the Grant semi-annually subject to the terms and conditions of this Agreement. The County shall provide the EDA the required funding for the Grant within thirty (30) days after the Developer has paid the full amount of the assessed County real estate taxes due for the applicable half of the year.

(c) The Grant shall commence with the first real estate tax bill issued that is based on an increased assessment of the Property due to development of the Project after the issuance of a certificate of occupancy (which may be a temporary certificate of occupancy) for the Project. The Grant shall continue to be paid for a period of fourteen (14) years from the date of issuance of the final certificate occupancy for the Project.

3. The EDA agrees to the following:

(a) Subject to the Developer performing each and all of its obligations under this Agreement, the EDA agrees to, on a semi-annual basis, and within thirty (30) days of receipt of the

semi-annual Grant funding from the County, to disburse the Grant funding proceeds to the Developer consistent with the terms and conditions of this Agreement as requested by the County.

(b) The EDA shall have no obligation to the Developer to provide the Grant if the County does not first provide the EDA with the funds. The EDA's only obligation to the Developer is to provide the Developer with the Grant funds that were provided to the EDA by the County.

4. This Agreement shall be governed by, construed, interpreted and the rights of the parties determined in accordance with the applicable laws of the United States and the Commonwealth of Virginia, without regards to conflicts of law principles. The venue for any dispute between the parties relating to this Agreement shall be exclusively state courts of competent jurisdiction in Fluvanna County, Virginia or the United States District Court, Western District of Virginia, Charlottesville, Virginia.

5. Notice and other correspondence regarding this Agreement shall be in writing and may be hand delivered or mailed through the U.S. Mail (certified return receipt requested) or by national overnight carrier to the following addresses, or to such other or additional addresses as the parties may designate in writing:

EDA: Fluvanna County Economic Development Authority
Attention: Chair Rudy L. Garcia
PO Box 546
Palmyra, VA 22963

Developer: Monticello Coves Realty Partners LP
Attention: William Park
1821 Avon Street Extended, Suite 200
Charlottesville, VA 22902

County: Fluvanna County
Attention: Eric M. Dahl, County Administrator
PO Box 540
132 Main Street
Palmyra, VA 22963

With a copy to:

Fluvanna County Attorney

414 East Jefferson Street
Charlottesville, VA 22902

Notice shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Any notices sent by email shall only be valid with a read receipt and if a copy of the Notice is also sent by regular mail. All notices shall be sent to the addresses set forth above. A party may designate other or additional addresses in writing according to this section.

6. Reporting. At the request of the County, but at least bi-annually, the Developer shall report, document and verify to the County, at the Developer's sole expense, a written report that verifies the Project's progress. The report must be in a form reasonably acceptable to the County Administrator. Upon the County's reasonable request for additional information, the Developer will provide such additional information related to the Project and reasonably satisfactory to the County before disbursement of any subsequent Performance Incentive funds.

7. Default. A Party shall be in default hereunder with respect to any monetary obligations, if such Party fails to make a payment when a payment becomes due and payable and such failure continues uncured for at least 30 days after the receipt of written notice of failure from the non-defaulting party. If a Party fails to perform any other obligation under this Agreement when and as required and such failure continues uncured for at least 60 days after receipt of written notice of failure from a non-defaulting Party. Notwithstanding the foregoing,

any periods for performance related to the construction of the Projects and the timing of completion of the construction of the Projects, or portions thereof including issuance of building permits or certificates of occupancy, shall be non-curable defaults for which the Developer will immediately be in default. In the event of any default by the Developer, the County or the EDA may terminate this Agreement and in the event of a termination on account of a Developer default (i) any funds in escrow with the EDA and not yet paid to the Developer shall be immediately returned to the County; (ii) the Developer shall repay to the EDA all funds received from the EDA pursuant to this Agreement within thirty (30) days of such default including without limitation all of the Performance Incentive; and (iii) the County or the EDA may pursue such other rights and remedies as may be available under law. The EDA shall pay any reimbursed amount received from the Developer back to the County. In the event of a County or EDA default, the Developer may pursue its rights and remedies as may be available under law. In the event the County or EDA bring suit against the Developer to enforce any provision of this Agreement, and the County and/or EDA prevail on the merits, then the Developer shall pay the attorney's fees and costs of the County and EDA.

8. This Agreement shall inure to the benefit of any party acquiring the Project, without the written consent of the EDA or the County so long as the new entity expressly assumes the obligations herein and remains fully liable under this Agreement.

9. Each party shall execute and deliver, or cause to be executed and delivered, any and all instruments, documents and conveyances, and take any and all action as shall be necessary or convenient, required to vest in each party all rights, interests and benefits intended to be conferred in and under this Agreement.

10. This Agreement may be executed in Counterparts, each one of which, when all parties have signed, may be conformed and shall constitute an original document.

11. This Agreement shall be binding on the parties, their respective successors and assigns. Notwithstanding the foregoing, the Developer shall not assign its rights or obligations under this Agreement without the prior written approval of the County and the EDA. An assignment is defined to include a change or transfer of any kind in the ownership (partnership) of the Developer.

12. This Agreement shall be subject to an annual appropriation by the Board of Supervisors. Failure by the Board of Supervisors to appropriate the Grant shall terminate this Agreement with no further obligation upon the part of either party.

13. This Agreement may be amended by the mutual written consent of all the Parties.

14. This Agreement is the full and complete agreement between the Parties and no amendment or modification can be made to this Agreement unless and until it is reduced to writing and executed and delivered by all Parties.

15. This Agreement is intended solely to establish the relative rights and obligations of the Parties and does not create any type of partnership, joint venture, purchaser-vendor, or employer-employee relationship.

16. This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.

17. This Agreement and any action taken by the County, the EDA, or their respective Boards pursuant to this Agreement is not, and shall not construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County, the County's Board of Supervisors, the EDA, or the EDA's Board of Directors.

18. No County Supervisor or other County officer or employee, and no EDA Director or other EDA officer or employee, shall be personally liable to the Developer if there is any default or breach by the County, the Board, the EDA, or the EDA's Board of Directors pursuant to this Agreement.

19. The Developer agrees to indemnify, hold harmless, and defend the County, the EDA, and their supervisors, officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, by the Developer in connection with the performance of this Agreement. This includes any act or omission of an officer, director, agent, employee, or representative of the Developer, its successors and assigns, to the extent that such liability or damage is caused in whole or in part by such party's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

20. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the later of (i) the Developer's obligations under this Agreement have been satisfied; and (ii) the Developer has received all Grant funds provided for under this Agreement or this Agreement has been sooner terminated by either Party pursuant to the terms of this Agreement.

21. The Developer agrees to pay the reasonable fees of counsel for the EDA related to review of this Agreement up to no more than \$500.

22. Miscellaneous. Headings and captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement. The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, as the

context may require. The term "including", and variants thereof shall mean "including without limitation." The Parties and their respective legal counsel have fully participated in the preparation and negotiation of this Agreement, and accordingly waive any rule of construction that this Agreement be construed against its drafter. If any provision of this Agreement is held to be invalid or unenforceable to any extent by a court having competent jurisdiction, then the entire Agreement shall be unenforceable, null and void.

WITNESS the following signatures and seals.

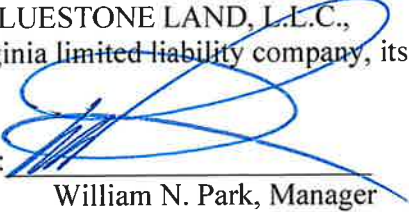
[SIGNATURE PAGES TO FOLLOW.]

DEVELOPER:

**COVES AT MONTICELLO REALTY PARTNERS LP,
a Virginia limited partnership**

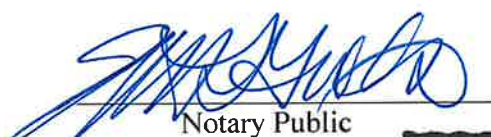
By: Monticello Coves Apartments LLC,
a Virginia limited liability company, its General Partner

By: BLUESTONE LAND, L.L.C.,
a Virginia limited liability company, its Manager

By: 
William N. Park, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF albemarle :

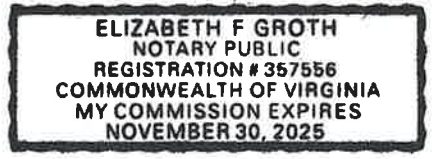
The foregoing instrument was acknowledged before me this 3 day of March,
2022 by William N. Park, Manager of Bluestone Land, L.L.C., a Virginia limited liability
company, in its capacity as the Manager of Monticello Coves Apartments LLC, a Virginia
limited liability company, the General Partner of Monticello Coves Realty Partners LP, on behalf
of the partnership.


Notary Public

My Commission Expires: 11/30/2025

[SEAL]

Registration Number: 357556



SIGNATURES CONTINUE ON THE FOLLOWING PAGE

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

Rudy Garcia
Rudy Garcia, Chair

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA:

The foregoing instrument was acknowledged before me this 7 day of March,
2022 by Rudy L. Garcia, Chair, on behalf of the Economic Development Authority of Fluvanna
County, Virginia.

Caitlin Solis
Notary Public

My Commission Expires: 06/30/2024

Registration number: 7675991



Economic Development Authority of Fluvanna County

SEAL:

By: Lois Mastro
Lois Mastro, Secretary

COUNTY OF FLUVANNA, VIRGINIA

Eric M. Dahl
Eric M. Dahl, County Administrator



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Fluvanna:

The foregoing instrument was acknowledged before me this 7 day of March, 2022 by Eric Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Caitlin Solis
Notary Public

My Commission Expires: 06/30/2024

Registration number: 7675991

Approved as to form:

Andrew M. Pay
County Attorney

220000506.001 RECORDED FLUVANNA CIRCUIT COURT CLERK'S OFFICE
TRISTANA P. TREADWAY, CLERK by AFL
INSTRUMENT # 220000506
Feb 10, 2022 AT 11:43 am

PREPARED BY:

Ashleigh M. Pivonka VSB#: 89492
Zunka, Milnor & Carter, Ltd.
414 Park Street, Charlottesville, VA 22902

Tax Map Parcel #: 8-A-A14A3

CERTIFICATE OF PLAT

The attached plat, and courses and distances description made by Foresight Survey PC, dated January 25, 2022, entitled "Final Subdivision Plat Tax Map 8 Parcel A-A14A3, Colonial Circle, Cunningham Magisterial District Fluvanna County, Virginia".

Being a portion of the same property conveyed to Steven L. Peters and Codie C. Peters, husband and wife as tenants by the entirety, by deed from Steven L. Peters and Codie C. Peters dated October 7, 2009 and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 804, page 783. Codie C. Peters passed away on January 25, 2015, and by operation of law, the property vested solely in Steven L. Peters.

SPACE LEFT INTENTIONALL BLANK

Exhibit 1

220000506.002

WITNESS the following signature and seal.

 (SEAL)
Steven L. Peters

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by Steven L. Peters.


Notary Public

My commission expires: 08/31/2024

Notary Registration Number: 7523740





108 Conbar Plaza, Suite 8
 Palmyra, VA 22983
 912 E High Street, Suite C
 Charlottesville, VA 22902

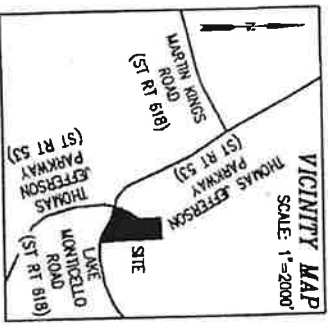
RECEIVED

JAN 27 2022

Fluvanna County
 Planning Dept

NOTES

1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY SHOWN HEREON.
2. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY COMPLETED ON OCTOBER 20, 2021 USING MONUMENTS FOUND TO EXIST AT THE TIME, AS WELL AS PLAT RECORDED AT DEED BOOK 281 PAGE 829.
3. THE AREA SHOWN HEREON IS LOCATED IN ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS SHOWN ON FEMA MAP NO 5106500065G. EFFECTIVE DATE MAY 16, 2008. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS; AN ELEVATION STUDY WAS NOT PERFORMED DURING THIS SURVEY.
4. IRON PINS TO BE SET AT ALL NEW LOT CORNERS.
5. PROPERTY LIES WITHIN THE AQUA VIRGINIA JURISDICTIONAL AREA FOR BOTH WATER AND SPWER.
6. ZONING: R-3 RESIDENTIAL PLANNED COMMUNITY WITH ZMP 18-01 AND SUP 18-05; APPROVED ON JUNE 19, 2019.
7. THE COLONIAL CIRCLE MASTER PLAN PARTIAL LAYER SHOWN ON SHEET 2 OF 2 IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT BEING APPROVED AS A PART OF THIS PLAT.



BLOCK A:		BLOCK D:		BLOCK E:	
FRONT -	N/A	FRONT -	12 FEET	FRONT -	50 FEET
SIDE -	N/A	SIDE -	5 FEET	SIDE -	10 FEET
REAR -	N/A	REAR -	20 FEET	REAR -	20 FEET

OWNERS CONSENT AND DEDICATION

THE PLATTING AND SUBDIVISION OF TAX MAP PARCEL 8-A-1443 IN THE CUNNINGHAM MAGISTERIAL DISTRICT AS RECORDED AT INSTRUMENT 210004755 AND SHOWN AT PLAT BOOK 3 PAGE 405 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA, CONTAINING 10.883 ACRES, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY:

STEVEN I. PETERS
 434-996-7826
 2390 AUBURN HILL FARM
 CHARLOTTESVILLE, VA 22902
 DATE 1/27/2022

APPROVAL

THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

SUBDIVISION AGENT
 DATE 1/31/22
 VDOT ENGINEER
 DATE 1/31/22
 AQUA ENGINEER
 DATE 1/31/22

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF FLUVANNA COUNTY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY, HAVE BEEN COMPLETED WITH.

Nick Hutchins
 NICHOLAS W HUTCHINSON, LS NO 3464
 DATE 01-25-2022



COMMONWEALTH OF VIRGINIA - CITY/COUNTY OF ALBERTA
 TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF JANUARY 2022

SIGNATURE OF NOTARY PUBLIC
[Signature]



FINAL SUBDIVISION PLAT OF
 TAX MAP 8 PARCEL A-A1443
 COLONIAL CIRCLE
 CUNNINGHAM MAG DISTRICT
 FLUVANNA COUNTY, VIRGINIA

JANUARY 25, 2022
 SCALE: N/A
 SHEET 1 OF 2

FORESIGHT
SURVEY, P.C.
LAND SURVEYING/LEAD PLANNING

www.foresightpc.com
434-389-6395

106 Condon Plaza, Suite B
Palmyra, VA 22963
912 E High Street, Suite C
Charlottesville, VA 22902

NAD 83
VA SOUTH ZONE



ACCESS EASEMENT LINE DATA

LINE	BEARING	DISTANCE
AE1	N 63°40'13" W	55.00'
AE2	S 66°16'23" E	55.00'

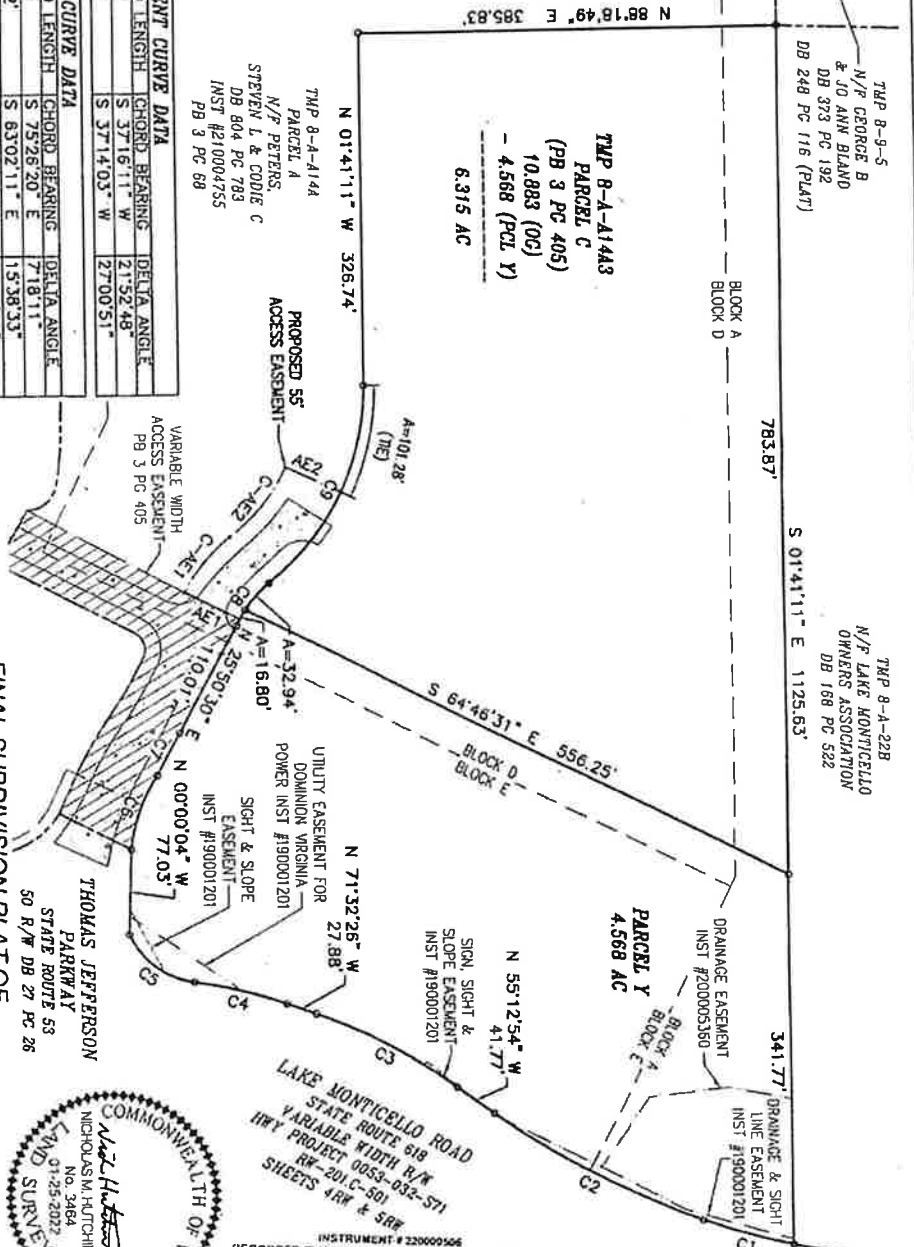
ACCESS EASEMENT CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-AE1	169.69'	64.80'	64.41'	S 37°16'11" W	21°52'48"
C-AE2	174.96'	82.44'	81.68'	S 37°14'03" W	27°00'51"

BOUNDARY CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	685.28'	87.35'	87.29'	S 75°26'20" E	7°18'11"
C2	786.00'	214.59'	213.92'	S 63°02'11" E	15°36'33"
C3	524.00'	149.30'	148.80'	S 63°22'41" E	16°19'30"
C4	424.50'	84.47'	84.53'	S 77°14'26" E	11°24'04"
C5	78.50'	77.22'	74.14'	S 54°45'44" E	56°21'30"
C6	151.95'	72.98'	72.18'	S 18°43'41" W	27°28'44"
C7	1099.67'	44.29'	44.29'	S 26°25'07" W	2°18'27"
C8	114.69'	49.74'	49.35'	S 35°16'42" W	24°50'55"
C9	229.86'	208.24'	201.20'	S 24°26'04" W	51°54'30"

F:\Survey\PROJECTS\2023\21-038 COLONIAL CIRCLE (SUB)SURVEYS\SUBDIVISIONS\2ND LOT OF PARCEL ORIGINAL PLAT\21-038 - COLONIAL CIRCLE - PARCEL C SPLIT - 2022\01\25\FINAL PLAT\DWG



**FINAL SUBDIVISION PLAT OF
TAX MAP 8 PARCEL A-A114A3
COLONIAL CIRCLE
CUNNINGHAM MAG DISTRICT
FLUVANNA COUNTY, VIRGINIA**

THOMAS JEFFERSON
PARRAY
STATE ROUTE 53
50 R/W DB 27 PC 26



**SUBDIVISION
& ACCESS
EASEMENT**

JANUARY 25, 2023
SCALE: 1" = 100'
SHEET 2 OF 2
FILE: 21-038

INSTRUMENT # 220000506
RECORDED FLUVANNA CIRCUIT CLERK'S OFFICE
Feb 10, 2022 AT 11:43 AM
TRISTANA P. TREADAWAY, CLERK by AFL



Fluvanna County Circuit Court
Tristana P. Treadway, Clerk
 72 Main Street
 Palmyra, VA 22963
 (434)591-1970

Receipt For : TAYLOR & ZUNKA
 Cashier : AFL

Instrument Type : AF	Receipt # : 2022-011683
Instrument # : 220000506	Date : 02/10/2022 11:43am
Pages : 4	Document : 1 of 1
1st Grantor : COLONIAL CIRCLE	Ex : N
1st Grantee : COLONIAL CIRCLE	Ex : N
Description:	
Consideration: 0.00	Pct : 100.00%
Assumed Value: 0.00	1st City: Y

Item #	Description	Qty	Unit Cost	Extended
035	VOF	1	3.00	3.00
301	Clerk Fee	1	14.50	14.50
145	VSLA	1	3.50	3.50
106	TTF	1	5.00	5.00
Document 1				26.00
Grand Total				26.00
Check 10192				-26.00
Balance				0.00

FORESIGHT
 SURVEY, P.C.
 LAND SURVEYING/LAND PLANNING

www.foresightpc.com
 434-589-8395

16 Crofton Plaza, Suite 8 912 E High Street, Suite C
 Arlington, VA 22203 Charlottesville, VA 22902

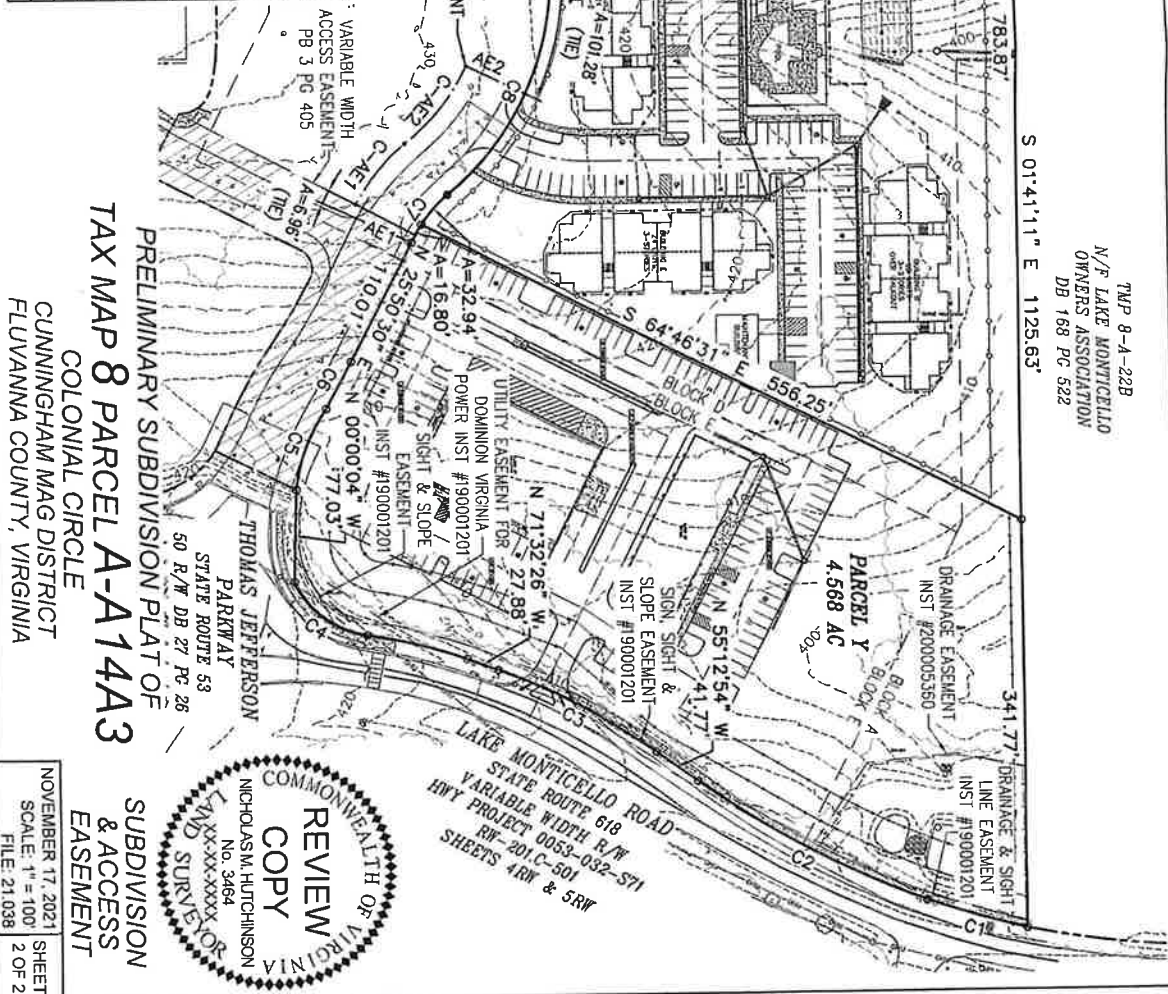
NAD 83
 VA SOUTH ZONE



LINE	BEARING	DISTANCE
AE1	N 63°40'13" W	55.00'
AE2	S 66°16'23" E	55.00'

ACCESS EASEMENT CURVE DATA			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C-AE1	169.69'	64.80'	64.41'
C-AE2	174.86'	82.44'	81.68'

BOUNDARY CURVE DATA			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C1	685.28'	87.35'	87.29'
C2	786.00'	214.59'	213.92'
C3	524.00'	149.30'	148.80'
C4	78.50'	77.22'	74.14'
C5	151.95'	72.88'	72.18'
C6	1099.67'	44.29'	44.29'
C7	114.69'	49.74'	49.35'
C8	229.86'	208.24'	201.20'



PRELIMINARY SUBDIVISION PLAT OF
TAX MAP 8 PARCEL A-A1443
 COLONIAL CIRCLE
 CUNNINGHAM MAG DISTRICT
 FLUVANNA COUNTY, VIRGINIA

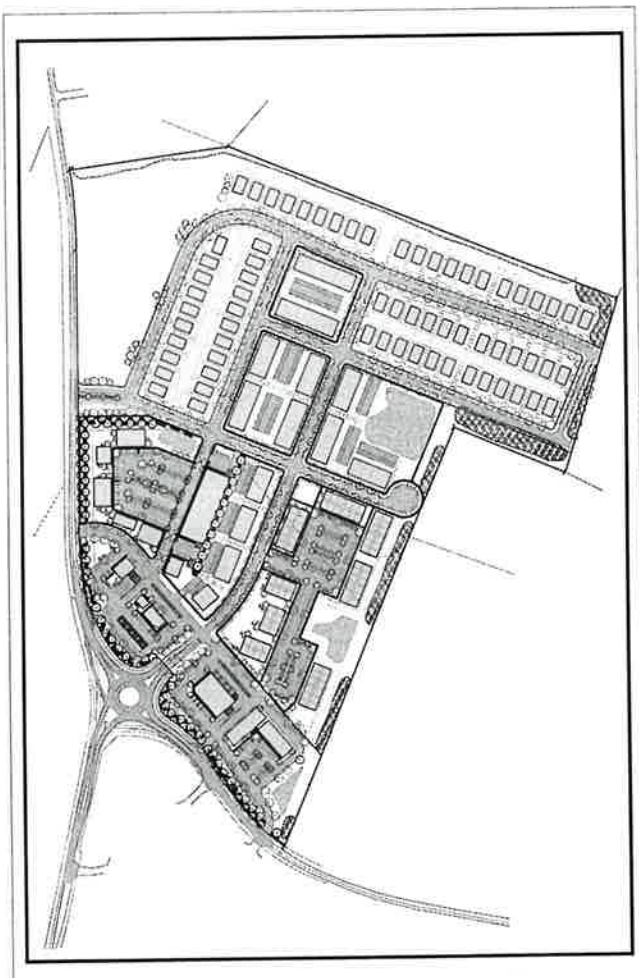
NOVEMBER 17, 2021 SHEET 2 OF 2
 SCALE: 1" = 100'
 FILE: 21.038



F:\Survey\PROJECTS\21.038 COLONIAL CIRCLE (SUB)SURVEYSUBDIVISIONS\2ND LOT OF PARCEL C\PRELIMINARY PLAT\21.038 - COLONIAL CIRCLE - PARCEL C SPLIT - 20211116 (PRELIM PLAT).dwg

Exhibit 2

RESIDENTIAL PLANNED COMMUNITY (R-3) PRELIMINARY MASTER PLAN FOR COLONIAL CIRCLE

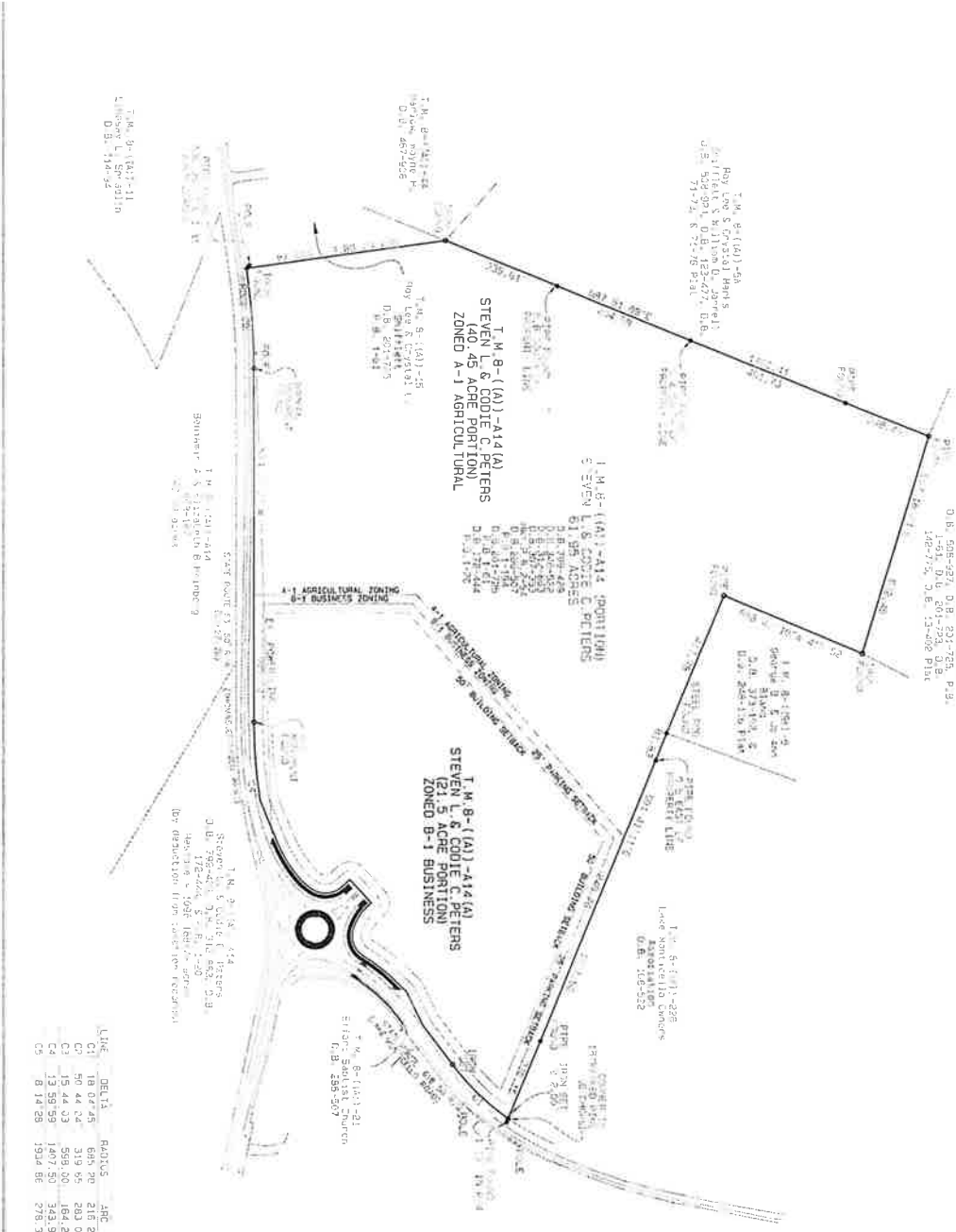


REZONING APPLICATION PLAN FOR:
TAX MAP 8-(1A) PARCEL A1 4(A)
CUNNINGHAM MAGISTERIAL DISTRICT
FLUVANNA COUNTY, VIRGINIA
APPLICATION DATE: December 3, 2018
REVISED: January 3, 2019
April 3, 2019
CURRENT REVISION DATE: June 6, 2019

SHIMP PROJECT MANAGEMENT
ENGINEERING CIVIL ENGINEERING
LAND PLANNING
912 EAST HIGH STREET · CHARLOTTESVILLE, VA 22902 · (434) 227-5140

- SHEET INDEX**
- C1 - COVER SHEET
 - C2 - EXISTING BOUNDARY / ZONING CONDITIONS
 - C3 - EXISTING CONDITIONS / DEMOLITION
 - C4 - CONCEPTUAL PLAN OF DEVELOPMENT
 - C5 - BLOCK GUIDELINES
 - C6 - ENGINEERING GUIDELINES
 - C7 - DESIGN GUIDELINES / DETAILS / SECTIONS
 - C8 - CONSISTENCY WITH COMPREHENSIVE PLAN

Exhibit 3



LINE	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING
C1	18 04' 45"	695.20	216.83	109.02	215.34
C2	58 44' 42"	219.55	82.07	151.21	160.22
C3	10 44' 42"	219.55	82.07	151.21	160.22
C4	13 39' 59"	1407.50	163.91	172.82	343.06
C5	8 14' 28"	1914.86	276.30	159.38	279.06

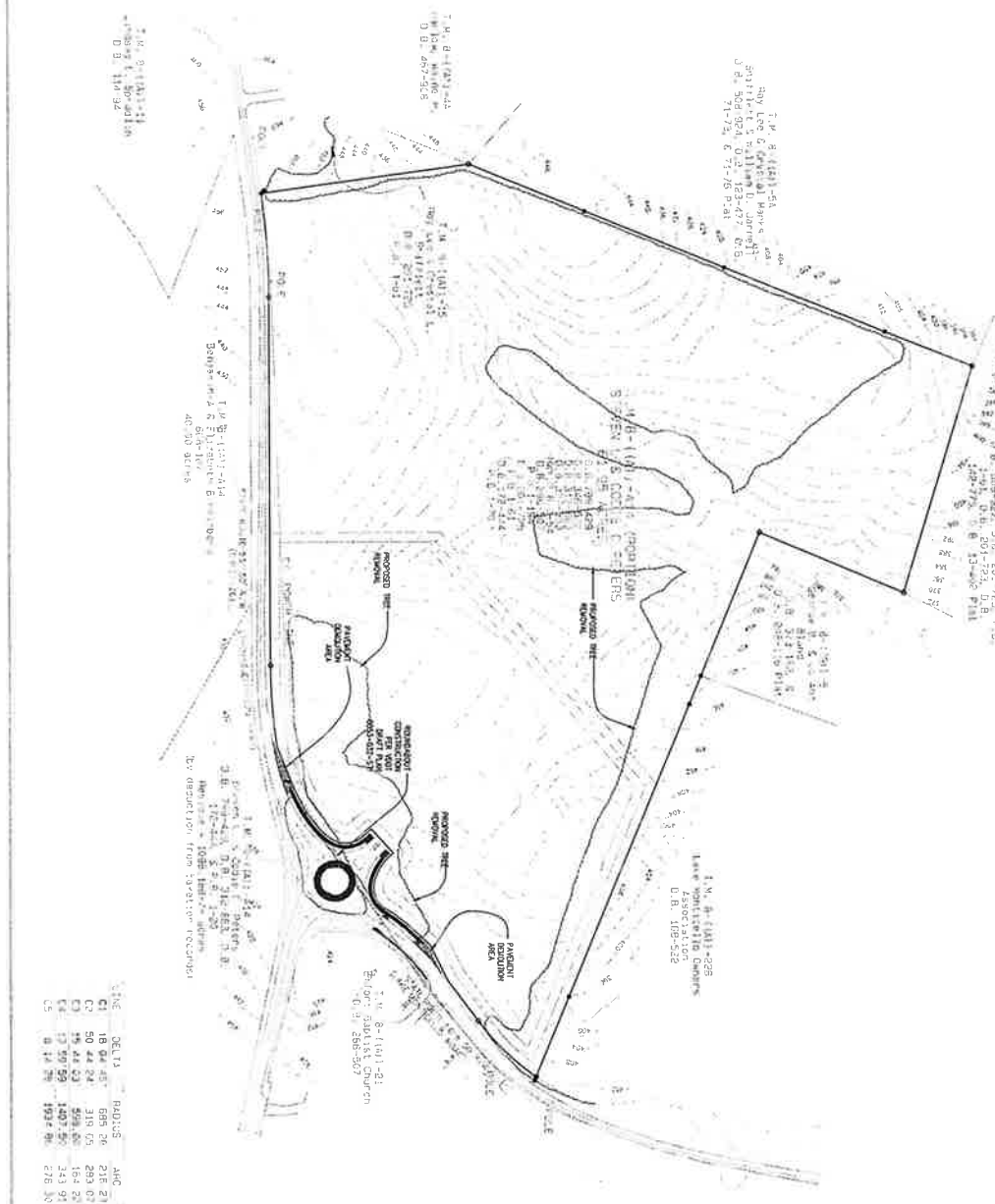
ADJACENT PARCEL	OWNER	ZONING	LAND USE
15	Steven L. & Cordie C. Peters	A-1	Residential
16	Steven L. & Cordie C. Peters	A-1	Residential
17	Steven L. & Cordie C. Peters	A-1	Residential
18	Steven L. & Cordie C. Peters	A-1	Residential
19	Steven L. & Cordie C. Peters	A-1	Residential
20	Steven L. & Cordie C. Peters	A-1	Residential
21	Steven L. & Cordie C. Peters	A-1	Residential
22	Steven L. & Cordie C. Peters	A-1	Residential
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31	Steven L. & Cordie C. Peters	A-1	Residential
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100	Steven L. & Cordie C. Peters	A-1	Residential

SCALE: 1" = 1,000'



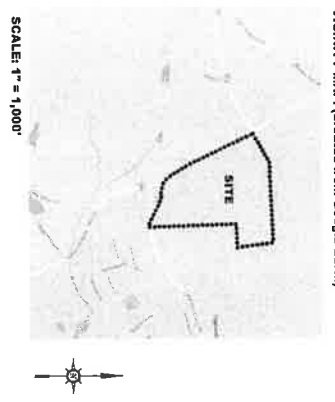
VICINITY MAP: (created from Google Earth)

- EXISTING CONDITIONS NOTES:**
- BOUNDARY SURVEY INFORMATION PROVIDED BY ROGERS W. & ASSOCIATES, INC. (R&A) IS THE BASIS FOR THIS SURVEY.
 - TOPOGRAPHY (4' INTERVAL) PROVIDED BY TUVANNA COUNTY GIS MAPPING.
 - ZONE 1502, CREATING A 21.5 ACRE B-1 COMMERCIAL DISTRICT ON THE SITE, HAS BEEN ORDERED BY ORDER 21-2015 BY THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA. THE SITE LIES WITHIN THE FLUVANNA COMMUNITY PLANNING AREA.
 - ENGINEERING LIES WITHIN THE WATER AND SEWER INFRASTRUCTURE AREA FOR AQUA VIRGINIA, INC. DETERMINED ON THIS SITE.
 - STEP SLOPES, STREAMS, AND WETLANDS HAVE NOT BEEN DETERMINED ON THIS SITE.
 - AND 5.6.1 IN COMMUNICATION WITH THIS APPLICATION PLAN, REFLECT PRELIMINARY CONSTRUCTION DRAWINGS AS PROVIDED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION.



LINE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	18.04	45.1	895.26	216.21	1389.07	215.34
C2	50.44	43.1	519.05	253.57	801.63	163.20
C3	17.90	59.1	1407.50	343.91	1725.82	143.06
C4	17.90	59.1	1407.50	343.91	1725.82	143.06
C5	18.14	59.1	1527.91	276.30	139.25	478.01

TAX MAP PARCEL	OWNER	ZONING	LAND USE
15	Shirley Roy Lee & Cynthia L. K...	R-3	Residential
16	Shirley Roy Lee & Cynthia L. K...	R-3	Residential
17	Shirley Roy Lee & Cynthia L. K...	R-3	Residential
18	Shirley Roy Lee & Cynthia L. K...	R-3	Residential
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99	Shirley Roy Lee & Cynthia L. K...	R-3	Residential
100	Shirley Roy Lee & Cynthia L. K...	R-3	Residential



- EXISTING CONDITIONS NOTES:**
- BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. TORRESHERY (4 FT INTERVALS) PROVIDED BY FLUVANNA COUNTY GIS MAPPING.
 - APR 15/02, CREATING A 2.15 ACRE B-1 COMMERCIAL COUNTY ZONING OF SUPERSEDES ON OCTOBER 21, 2015.
 - THE SITE LIES WITHIN THE FLUVANNA COMMUNITY PLANNING AREA.
 - THE JURISDICTIONAL AREA FOR AQUA VIRGINIA, INC. JURISDICTIONAL AREA FOR AQUA VIRGINIA, INC.
 - STEER SLOPES, STREAMS, AND WETLANDS HAVE NOT BEEN IDENTIFIED ON THIS SITE.
 - AND 5.1c, 6.1b, IN CONSULTATION WITH THIS APPLICATION PLAN, REFLECT PRELIMINARY CONSTRUCTION DRAWINGS AS PROVIDED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION.

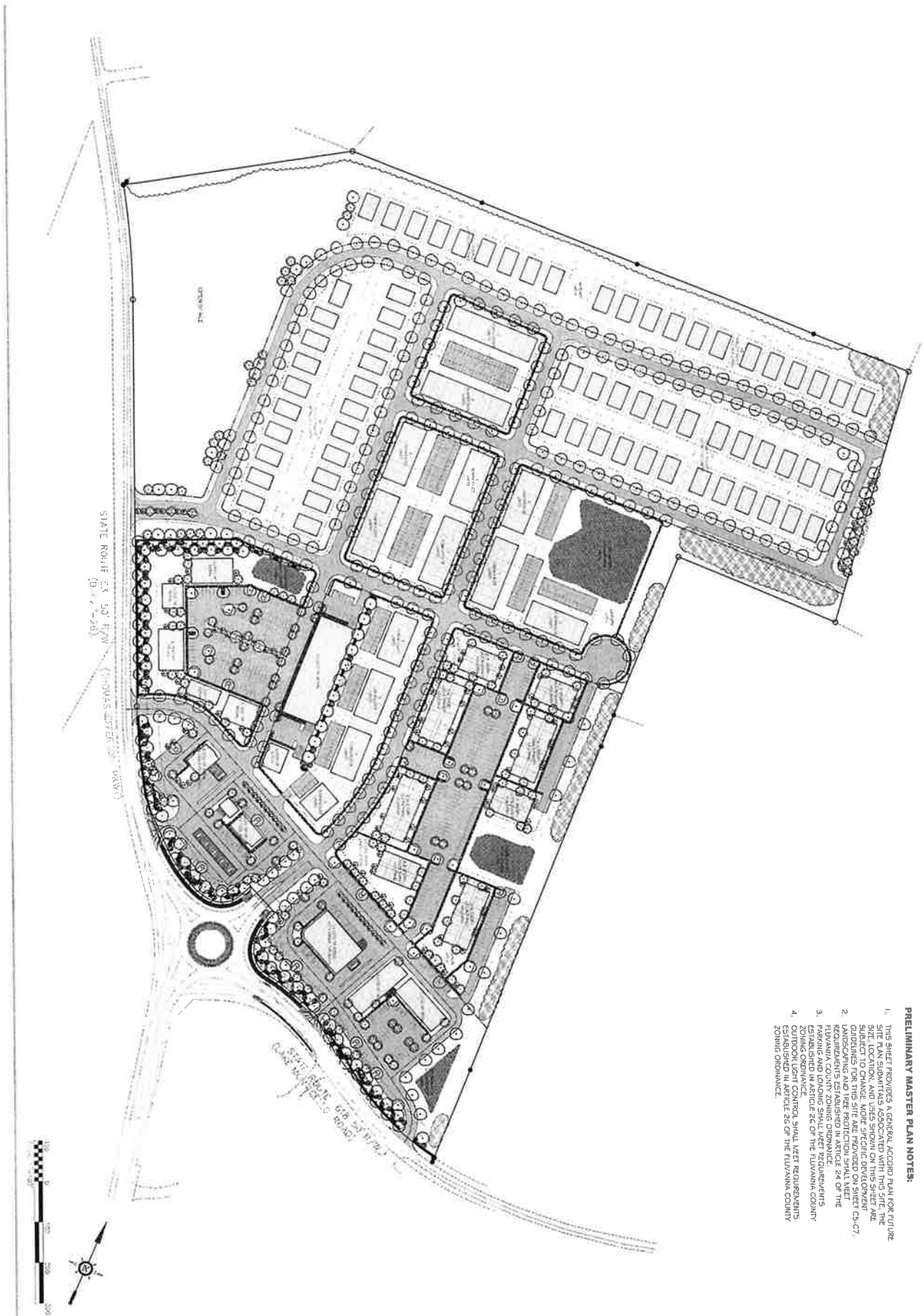
DATE: 07/12/2023
 TIME: 1:50 PM
 SCALE: 1" = 1,000'
 SHEET: 13 OF 14

R-3 PRELIMINARY MASTER PLAN FOR:
COLONIAL CIRCLE
 FLUVANNA COUNTY, VIRGINIA

EXISTING CONDITIONS / DEMOLITION

NO.	DESCRIPTION	STATUS
1	EXISTING BUILDING	DEMOLITION
2	EXISTING DRIVEWAY	DEMOLITION
3	EXISTING SIDEWALK	DEMOLITION
4	EXISTING UTILITY	DEMOLITION

SHIMP ENGINEERING, P.C.
 ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT
 1015 S. MAIN STREET, SUITE 200, CHARLOTTE, NC 28202
 PHONE: 704.333.1140
 FAX: 704.333.1141
 WWW.SHIMPEngineering.com



- PRELIMINARY MASTER PLAN NOTES:**
1. THIS SHEET PROVIDES A GENERAL ACCORD PLAN FOR FUTURE DEVELOPMENT. THE PLAN SHOWS THE GENERAL LAYOUT OF THE SITE AND THE LOCATION OF THE BUILDINGS AND OTHER FEATURES. THE PLAN IS SUBJECT TO CHANGE. MORE SPECIFIC DEVELOPMENT GUIDELINES FOR THIS SITE ARE PROVIDED ON SHEET CS-C7.
 2. LANDSCAPING AND LIGHTING REQUIREMENTS ARE ESTABLISHED IN ARTICLE 24 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
 3. PARKING AND LOADING SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 24 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
 4. OUTDOOR LIGHT CONTROL SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.

R-3 PRELIMINARY MASTER PLAN FOR:
COLONIAL CIRCLE
 FLUVANNA COUNTY, VIRGINIA

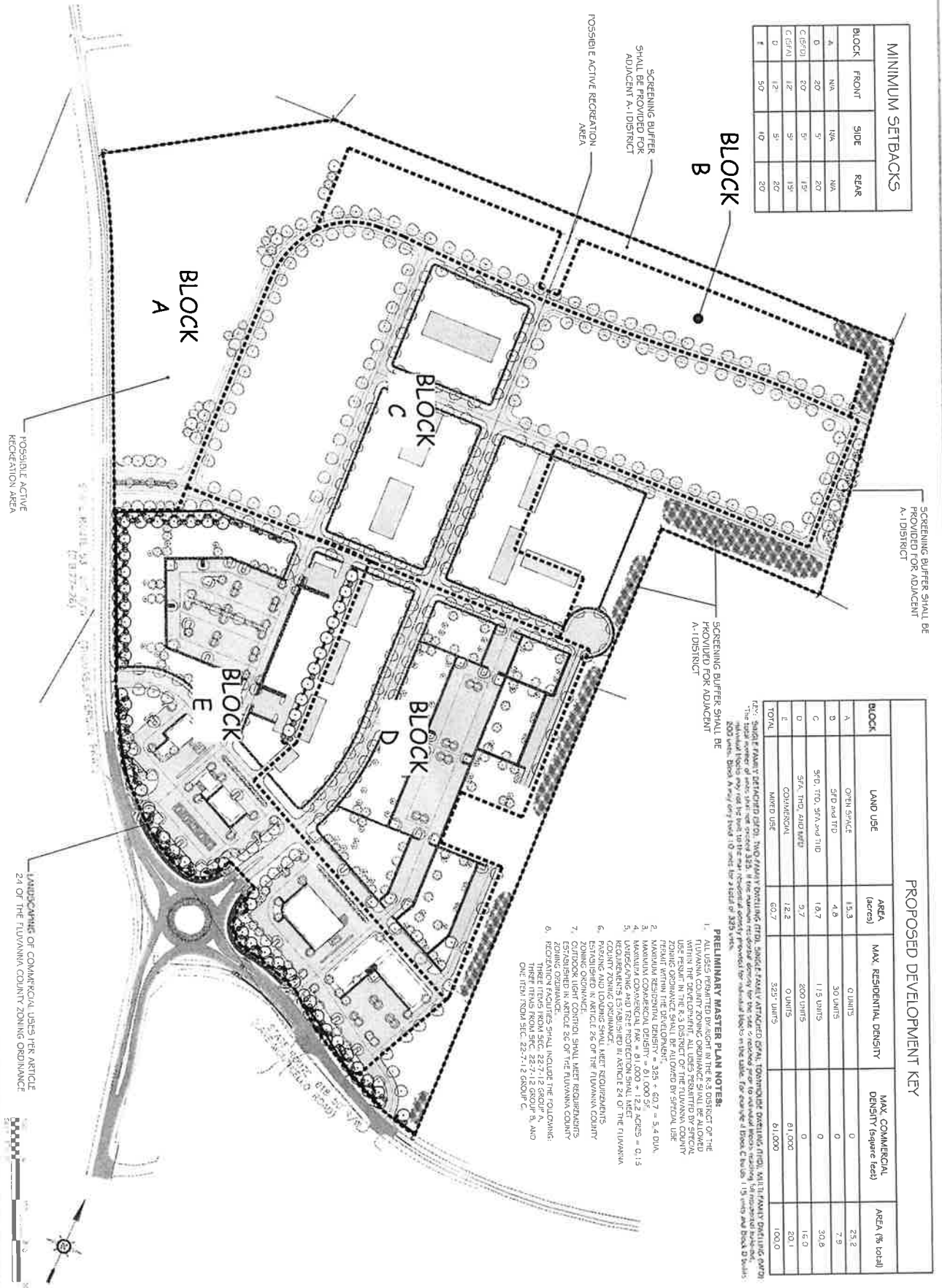
CONCEPTUAL PLAN OF DEVELOPMENT

NO.	DATE	DESCRIPTION
1	10/22/2024	PRELIMINARY MASTER PLAN
2	11/15/2024	REVISIONS
3	12/10/2024	REVISIONS
4	01/08/2025	REVISIONS
5	02/05/2025	REVISIONS
6	03/04/2025	REVISIONS
7	04/01/2025	REVISIONS
8	05/01/2025	REVISIONS
9	06/01/2025	REVISIONS
10	07/01/2025	REVISIONS

SHIMP ENGINEERING, P.C.
 ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT

812 EAST 1100 STREET
 CHARLOTTE, NC 28217
 PHONE: 704.362.2277 FAX: 704.362.2278
 WWW.SHIMPENG.COM

MINIMUM SETBACKS			
BLOCK	FRONT	SIDE	REAR
A	NA	NA	NA
B	20'	5'	20'
C (S/F/D)	20'	5'	15'
C (S/F/A)	12'	5'	20'
D	50'	10'	20'



PROPOSED DEVELOPMENT KEY

BLOCK	LAND USE	AREA (acres)	MAX. RESIDENTIAL DENSITY	MAX. COMMERCIAL DENSITY (square feet)	AREA (% total)
A	OPEN SPACE	15.3	0 UNITS	0	25.2
B	SFD and TFD	4.8	30 UNITS	0	7.9
C	SFD, TFD, SFA, and TFD	18.7	115 UNITS	0	30.8
D	SFA, TFD, AND WHF	9.7	200 UNITS	0	15.0
E	COMMERCIAL	12.2	0 UNITS	81,000	20.1
TOTAL	MIXED USE	60.7	3297 UNITS	81,000	100.0

SCREENING BUFFER SHALL BE PROVIDED FOR ADJACENT A-1 DISTRICT

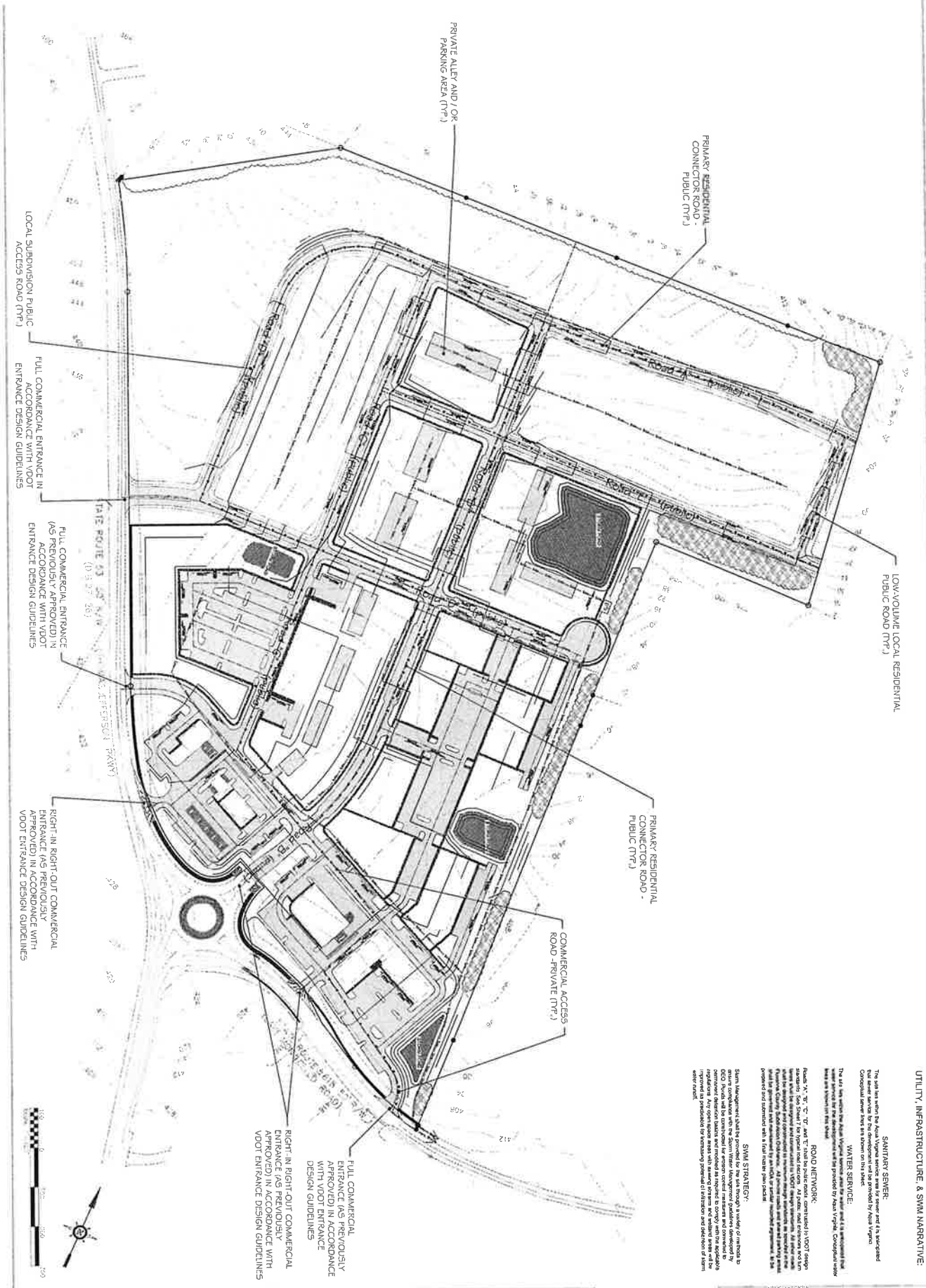
SCREENING BUFFER SHALL BE PROVIDED FOR ADJACENT A-1 DISTRICT

POSSIBLE ACTIVE RECREATION AREA

POSSIBLE ACTIVE RECREATION AREA

LANDSCAPING OF COMMERCIAL USES PER ARTICLE 24 OF THE FLUVANNA COUNTY ZONING ORDINANCE

- PRELIMINARY MASTER PLAN NOTES:**
1. ALL USES PERMITTED BY RIGHT IN THE R-3 DISTRICT OF THE FLUVANNA COUNTY ZONING ORDINANCE SHALL BE ALLOWED WITHIN THE DEVELOPMENT, UNLESS OTHERWISE SPECIFIED IN THE ZONING ORDINANCE SHALL BE ALLOWED BY SFD/VA USE PERMITTED WITHIN THE DEVELOPMENT.
 2. MAXIMUM RESIDENTIAL DENSITY = 325 + 607 = 5.4 DU/A.
 3. MAXIMUM COMMERCIAL DENSITY = 81,000 / 20.1 = 4,030 SF/A.
 4. MAXIMUM COMMERCIAL FLOOR AREA = 81,000 + 12.2 ACRES = 0.15 ACRES.
 5. LANDSCAPING AND TREE PROTECTION SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 24 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
 6. FLOODING AND LOADS SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
 7. SCREENING BUFFER SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
 8. RECREATION FACILITIES SHALL INCLUDE THE FOLLOWING: THREE ITEMS FROM SEC. 22-7-1.2 GROUP A, AND ONE ITEM FROM SEC. 22-7-1.2 GROUP C.



UTILITY, INFRASTRUCTURE, & SWM NARRATIVE:

SANITARY SEWER:
The sanitary sewer for the site will be connected to the existing sanitary sewer main located on the site. The sanitary sewer will be installed in accordance with the Virginia Sanitary Sewer Design Manual. The sanitary sewer will be installed in accordance with the Virginia Sanitary Sewer Design Manual. The sanitary sewer will be installed in accordance with the Virginia Sanitary Sewer Design Manual.

WATER SERVICE:
The water service for the site will be connected to the existing water main located on the site. The water service will be installed in accordance with the Virginia Water Service Design Manual. The water service will be installed in accordance with the Virginia Water Service Design Manual. The water service will be installed in accordance with the Virginia Water Service Design Manual.

ROAD NETWORK:
The road network for the site will be installed in accordance with the Virginia Road Network Design Manual. The road network will be installed in accordance with the Virginia Road Network Design Manual. The road network will be installed in accordance with the Virginia Road Network Design Manual.

SWM STRATEGY:
SWM Management shall be provided for the site through a variety of measures to prevent, control, and remove stormwater runoff. The SWM strategy will be installed in accordance with the Virginia Stormwater Management Design Manual. The SWM strategy will be installed in accordance with the Virginia Stormwater Management Design Manual. The SWM strategy will be installed in accordance with the Virginia Stormwater Management Design Manual.

R-3 PRELIMINARY MASTER PLAN FOR:
COLONIAL CIRCLE
FLUVANNA COUNTY, VIRGINIA

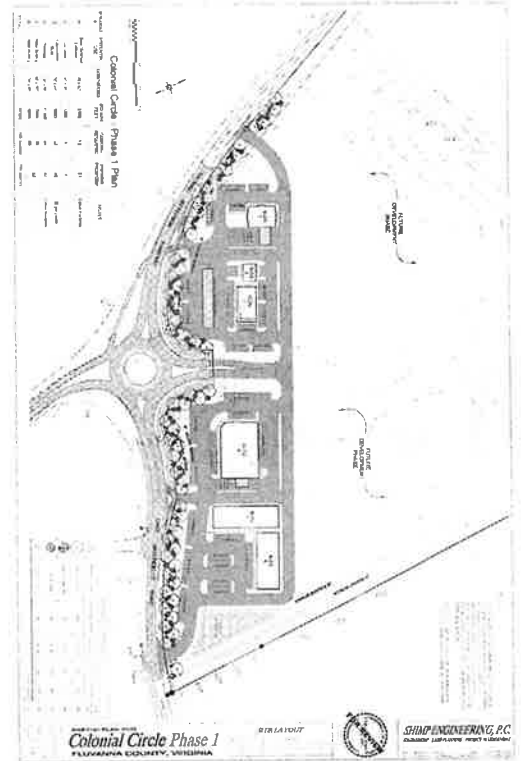
ENGINEERING GUIDELINES

NO.	DATE	DESCRIPTION
1	11/11/2024	Initial Design
2	12/11/2024	Final Design
3	01/11/2025	Final Design

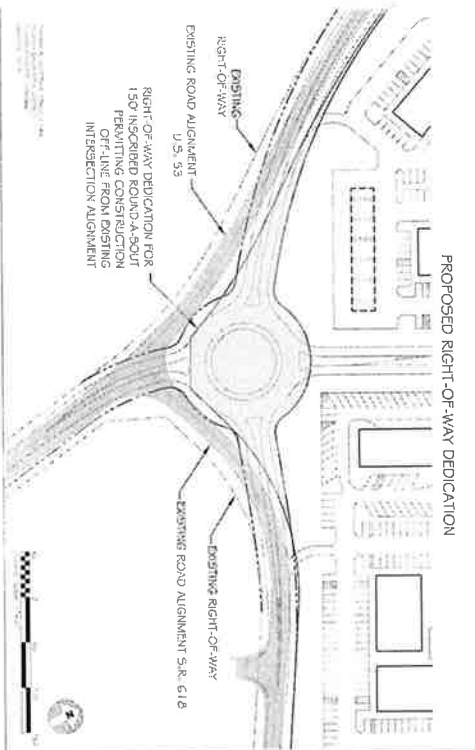
SHIMP ENGINEERING, P.C.
ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT

1015 EAST 11TH STREET
CHARLOTTE, NORTH CAROLINA 28205

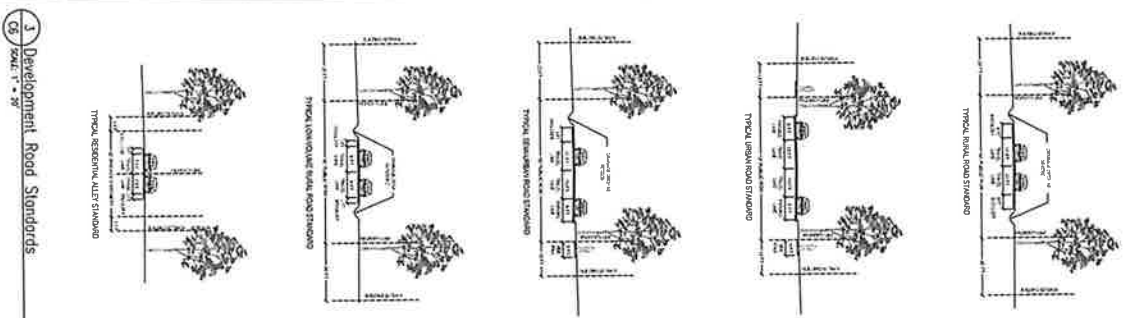
PHONE: (704) 271-5888
FAX: (704) 271-5889
WWW.SHIMPENG.COM



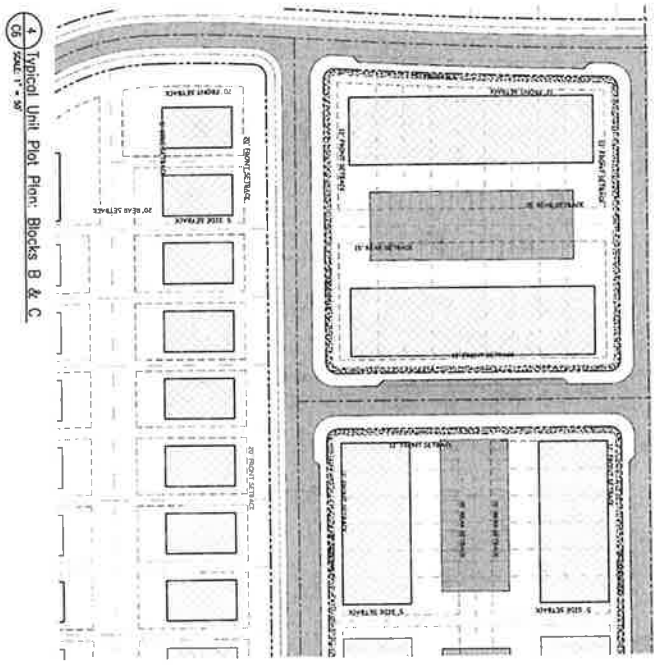
1 Previously approved sketch plan for commercial
CS SCALE: 1" = 30'



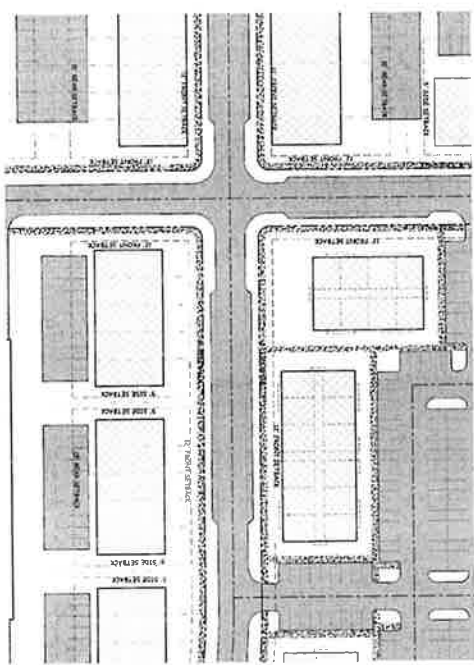
2 Roundabout Dedication Exhibit
CS SCALE: 1" = 30'



3 Development Road Standards
CS SCALE: 1" = 30'



4 Typical Unit Plot Plan: Blocks B & C
CS SCALE: 1" = 30'



5 Typical Unit Plot Plan: Blocks C & D
CS SCALE: 1" = 30'

Consistency with the Comprehensive Plan. The Comprehensive Plan is the guiding document for the development of the County. The Comprehensive Plan provides the framework for the development of the County and is the basis for the development of the Master Plan. The Comprehensive Plan is the guiding document for the development of the County and is the basis for the development of the Master Plan. The Comprehensive Plan is the guiding document for the development of the County and is the basis for the development of the Master Plan.



Figure 10.11. Neighborhood Around Lake Monticello



Consistency with the Comprehensive Plan

Fluvanna County Comprehensive Plan

https://www.fluvannacounty.org/sites/default/files/fileattachments/planning_amp_zoning/page/4601/2015_comp_plar

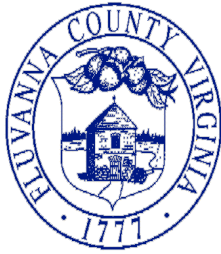
Page 5	Fluvanna County's Comprehensive Plan is divided into twelve interconnected subjects. On Page 5, it notes "the plan sets forth a vision for each, describes the existing conditions regarding that issue, and recommends a course of action with specific goals and implementation strategies."
Page 5	Chapter 2 maps Fluvanna County's future form, mindful of the residents' individual property rights and the community's development goals.
Page 5	Chapter 5 addresses visions for "Economic Development" in Fluvanna County. It notes "economic development is essential to a sustainable Fluvanna County" and the chapter reinforces the "growth-area concept and sets forth the strategy for implementing the community planning areas".
Page 6	Chapter 8 discusses plans for "Housing" in Fluvanna County. "To remain sustainable and livable, the community needs diverse and affordable housing. Affordable housing serves homes making 80 percent or less of the area median income (AMI). Rent or mortgage plus utilities also must not exceed 30 percent of monthly gross income."
Page 6	Chapter 9 details considerations for "Human Services" in Fluvanna County. It notes that " human service needs, particularly for low-and-moderate families, are related to affordable housing, and demand for services in Fluvanna County continues to rise."
Page 29	Page 29 states "six areas - Lake Monticello (Rivanna), Palmyra, Zion Crossroads, Scottsville, Fork Union, and Columbia - are designated growth areas established pursuant to the Code of Virginia (Section §15.2-2223.1). These areas are also referred to as Community Planning Areas, or CPAs." The development parcel for Colonial Circle is located in Fluvanna County's "Palmyra" Community Planning Area.
Page 39	The Community Element Matrix provided on Page 39 shows two particular configurations of development best-suited for multifamily usage: Village and Rural Cluster. In both of these developments, the usage mix is targeted for 25-50% multifamily residential; the highest proportionate usage of multifamily for any of the development configurations.
Page 40	On page 39, the plan notes that " affordable housing and workforce housing are vital to the community " and that "many affordable homes will be...multifamily structures." Presently, no multifamily apartments - affordable or market-rate - are available in Fluvanna County on the scale of what has been conceived with Colonial Circle. Additionally, density incentives are supported for affordable housing in five of the six Community Planning Areas (Zion Crossroads, Rivanna, Palmyra, Fork Union, Scottsville).
Page 55	One of the recommendations for the Palmyra Community Planning Area is the guidance of village-scaled development. This section specifically notes Palmyra's desired role in "fostering village-scaled developments that include a mix of building types...including affordable housing." Palmyra is one of two Community Planning Areas in Fluvanna County with an explicit recommendation to support the creation of affordable housing.
Page 119	Chapter 8 provides a definition of affordable housing in Fluvanna County. "Affordable housing is defined as housing which costs less than 30 percent (of) the monthly gross incomes of residents whose household incomes are 80 percent or less of the area median income." It also notes that "the addition of multifamily units to the housing mix would increase Fluvanna's housing options and availability."
Page 121	Chapter 8 notes that " Fluvanna County is outperformed by its neighbors in terms of the provision of affordable housing ". It specifically highlights that " partnerships are critical to the effective provision of affordable housing and local government action in collaboration with developers...makes for stronger, more cohesive, and more sustainable housing programs. "
Page 130	Chapter 9 describes that "affordable home ownership is a continuing and increasing concern as the cost of homes continues to rise much faster than household incomes". It also describes that "Fluvanna County needs a variety of affordable housing opportunities for...rentals."
Page 161	The Comprehensive Plan culminates with "Implementation Goals and Strategies" starting on Page 155. On Page 161, in reference to Chapter 5 and the "Economic Development" of Fluvanna, Community Development, Planning Commission, and Staff are tasked with the ongoing work of "offering incentives for building mixed-income housing, with an emphasis of workforce and affordable housing, in the community planning areas to maximize the use of existing transportation corridors". On Page 163, in reference to Chapter 8 and the "Housing" of Fluvanna, the plan tasks the Planning Commission and Staff with "providing a variety of well-planned housing choices", including "a mix of housing types and densities in individual developments (single and multifamily) as appropriate for area and existing or planned infrastructure", as well as "housing suited to the needs of senior populations - particularly within the community planning areas."

Exhibit 4

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB G

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	SUP 25:03 – Fork Union Drive-in				
MOTION(s):	I move that the Board of Supervisors (approve / deny / defer) SUP 25:03, a special use permit request in the B-1, Commercial, General District for an outdoor entertainment site under §22-9-2.2 on two parcels identified as Tax Maps 51-A-61 and 51-A-62 subject to the conditions as described in the staff report.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Jason Overstreet, Senior Planner				
PRESENTER(S):	Jason Overstreet, Senior Planner				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	This is a Special Use Permit request for an outdoor entertainment site that is required in order to reopen the Fork Union Drive-in.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	This request was presented to the Planning Commission for review and action on June 10, 2025. The Commission voted 5-0 to recommend approval.				
ENCLOSURES:	<ul style="list-style-type: none"> • Staff Report • Application • APO Letter 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

BORAD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors
Case: SUP 25:03 Fork Union Drive-in
Date: July 2, 2025

From: Jason Overstreet
District: Fork Union Election District

General Information: This Special Use Permit (SUP) request is to be heard by the Board of Supervisors on Wednesday, July 2, 2025 at 7:00 pm at the Fluvanna County Circuit Court.

Applicant: Ronald Unnerstall

Owner: Frayser F White II Revocable Trust

Requested Action: **SUP 25:03 Fork Union Drive-in** – A request for a Special Use Permit and a sidewalk waiver in the B-1, Business, General District for an outdoor entertainment site on two parcels identified as Tax Maps 51-A-61 and 51-A-62. The parcels are 2 acres and 0.75-acre and are located at 159 Winnsville Drive (SR 612) approximately 0.2 mile from its intersection with US 15 at Weber City. The parcel is located in the Fork Union Community Planning Area and the Fork Union Election District.

Existing Zoning: B-1, Business, General

Existing Land Use: Commercial, Vacant

Planning Area: Fork Union Community Planning Area

Adjacent Land Use: The surrounding parcels are zoned A-1, Agricultural, General and B-1, Business, General

Zoning History: SUP 83:11 that permitted a music festival was approved by the BOS on October 3, 1983.

Summary:

The applicant is requesting a Special Use Permit (SUP) for an outdoor entertainment site in order to reopen the Fork Union Drive-in which closed in 2011.

The property is owned by FF White II Trust and is zoned B-1, Business, General. The parcel is located within the Fork Union Community Planning Area. Under Fluvanna County's B-1 zoning, per Section 22-9-2.2 of the Fluvanna County Code, outdoor entertainment uses are permitted by special use permit only.

The applicant has also indicated the intent to conduct special events including car shows, BBQ/Chili Cook-offs, arts and crafts festivals, etc. These events are allowed by right but may require coordination with VDH, VABC, and other local and state agencies as necessary. Additionally, these events would be limited to less than 200 people and would occur during daytime hours.

Outdoor entertainment: Predominantly spectator uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, sports arenas, motor vehicle or animal racing facilities, and outdoor amusement parks.

Comprehensive Plan:

The 2015 Comprehensive Plan's Land Use and Community Design chapter states that the Fork Union Community Planning Area, "should remain a village, and surrounding growth should be a mixture of uses". It further recommends that development should be encouraged in the existing commercial areas, and that prioritization of renovation over new construction should be prioritized to preserve the rural nature of the community. The reopening of the drive-in meets both of these goals.

Technical Review Committee:

The Technical Review Committee has reviewed the proposed SUP and offered the following comments:

- VDOT confirmed that they had already received the permit application, and advised that the developer would need to widen the entrance.
- VDH discussed the need for the capacity and characteristics of the water and waste water.
- VDH confirmed that food permits will be needed.
- If the facility is opening to RV's, VDH will need the numbers.
- The developer will need to coordinate with the VDH Office of Drinking water for well needs if using the existing well.
 - The applicants discussed the possibility of connecting to the Fork Union Sanitary District water system.
- The Fire Department will need at least 18 feet minimum between the rows and on the sides for apparatus.

Analysis:

The applicant is requesting a special use permit for an outdoor entertainment use in order to operate a drive-in theater in Fork Union. The site was previously occupied by the Fork Union Drive-in theater which operated from 1953 to 2013. The subject property is located on the south side of Winnsville Drive approximately two tenths of a mile from its intersection with US 15. There are eight single family dwellings within 700 ft of the site that could potentially be impacted by increased traffic and noise generated.

The renovation includes a new bathroom building with facilities for four men and seven women, an upgraded concession stand, a new digital movie system and screen, and additional sound and light barriers along Winnsville Drive as needed. Proposed hours of operation are seasonal:

Shoulder months – April, May September, October

- Friday & Saturday - 6:30 pm to 1:00am

Core months – June, July, August

- Wednesday, Thursday, Friday, Saturday - 6:30pm to 2:00am
- Sunday - 6:30pm to 11:00pm

Access to the site is to be provided by two existing entrances that will be widened to 30 feet in order to meet VDOT commercial entrance standards. VDOT has approved the entrance permit.

The site will connect to the Fork Union Sanitary District water service.

The applicant stated that planned community engagement would be conducted by contacting individuals at their homes. The door-to-door method allows engagement with people who might not participate in community meetings or events. Additionally, the reopening has been posted on Facebook where it has received all positive comments (130) and 819 likes.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

1) The proposed use should not tend to change the character and established pattern of the area or community.

The reopening of the drive-in should not change the established pattern of the community and should strengthen the existing character of the community. Any potential impact will likely be related to an increased number of vehicles entering and exiting the property.

2) The proposed use should be compatible with the uses permitted in that zoning district and shall not adversely affect the use/or value of neighboring property.

The drive-in theater is a permitted outdoor entertainment use with a SUP. Potential impacts on surrounding property value and use should be nominal.

Recommendation:

The Board of Supervisors should consider and potential adverse impacts to the surrounding community, such as the increase in traffic entering and exiting the property, noise, or potential visual impacts to adjacent properties should be considered. Due to the anticipated increase in traffic, the effect on local infrastructure is expected to be limited to operational hours.

If this request is approved, staff recommend the following conditions:

1. Movies offered may include those having a rating of “G” (General Audiences), “PG” (Parental Guidance Suggested), PG-13 (Parents Strongly Cautioned), or “R” (Restricted) as determined by the Classification and Ratings Administration (CARA).
2. The site must comply with the provisions of the Outdoor Light Control section of the Zoning Ordinance.
3. The site must meet all Virginia Department of Transportation requirements.
4. The site must meet all Virginia Department of Health requirements.
5. The site must be vacated by 2:00 am.
6. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
7. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time.
8. The applicant shall ensure compliance with the Noise Ordinance of the Code of the County of Fluvanna, as adopted and as enforced by the Fluvanna County Sheriff’s Office.
9. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

Planning Commission:

The Planning Commission heard this request and held a public hearing at their June 10, 2025 meeting. The Commission voted 5-0 to recommend approval.

Suggested Motions:

I move that the Board of Supervisors (approve / deny / defer) SUP 25:03, a Special Use Permit request in the B-1, Commercial, General District for an outdoor entertainment site under §22-9-2.2 on two parcels identified as Tax Maps 51-A-61 and 51-A-62 subject to the conditions as described in the staff report.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Owner of Record: Frayser F White II Revocable Trust

Applicant of Record: Ronald Unnerstall

Address: PO Box 28, New Canton, Va 23123

Address: 578 Middle Farms Trace, Breomo Bluff, VA 23022

Phone: (434)581-3892 **Fax:** NA

Phone: (419) 340-6279 **Fax:** NA

Email: 2kaysgarden@gmail.com

Email: unnersr@yahoo.com

Representative: Ronald Unnerstall

Address: 578 Middle Farms Trace, Breomo Bluff, VA 23022

Phone: (419)340-6279 **Fax:** NA

Email: unnersr@yahoo.com

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

If property is in an Agricultural Forestal District, or Conservation Easement, please list information here:
 None

Tax Map and Parcel(s) 51-A-61 (Drive In) and 51-A-62 (entrance)

Acreage 2.0 + 0.75 **Zoning** SUP 83-013

Deed Book and Page: DB 46, page 17-18 and DB 70, page 59

Location of Parcel: 159 Winnsville Drive, Breomo Bluff, VA 23022

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: Reopening the Fork Union Outdoor Drive In Theater

*Ten copies of a sketch plan (8.5x11inches or 11x17inches) must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 9/28/25 **Signature of Owner/Applicant:** 

Subscribed and sworn to before me this April 28th day of 2025, 2025

Notary Public: Olivia Thacker Register # 7903784

My commission expires: 03/31/2028

Certification: Date: NIA

OLIVIA LORNE THACKER
 NOTARY PUBLIC
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES MARCH 31, 2028
 COMMISSION # 7903784



Office Use Only			
Date Received: <u>4/29/25</u>	Pre-Application Meeting:	PH Sign Deposit Received: <u>50</u>	Application #: <u>SUP25:03</u>
\$800.00 fee paid: <u>yes</u>			
Amendment of Condition: \$400.00 fee paid:			
Telecommunications Tower fee plus mailing costs paid:		Telecom Consultant Review fee paid:	
Election District: <u>Fork Union</u>	Planning Area: <u>Fork Union Community Planning</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing		
Decision:	Decision:		

Fork Union Drive In Outdoor Theater

159 Winnsville Drive
Bremo Bluff, VA 23022
Tax Map 51-A-61 (2 acres)

Ownership: FF White Trust
Co-trustees: Kay Jefferies, Allison Unnerstall
Project Manager for start up : Ron Unnerstall
Drive In Operator: John Lamb

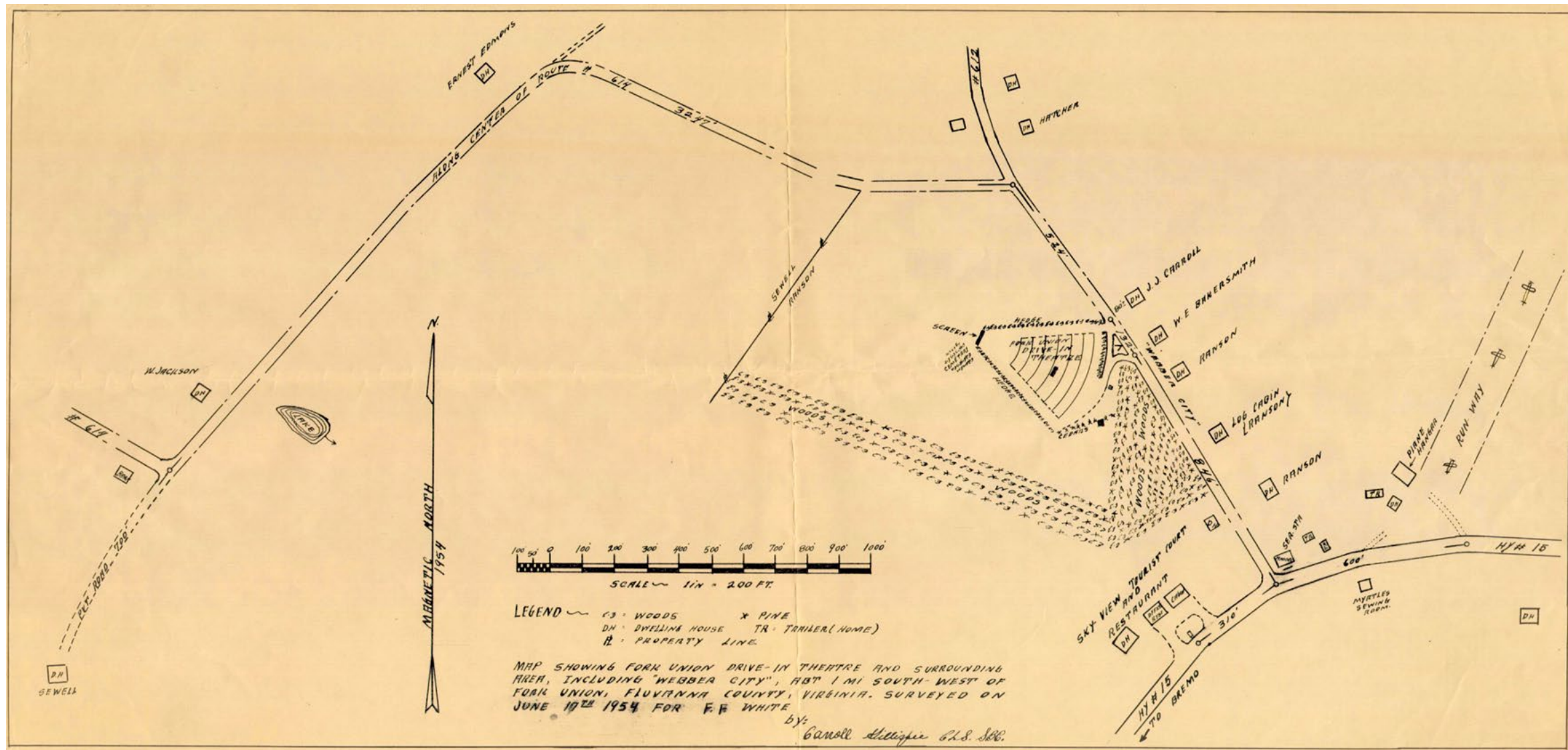
The Drive In also is surrounded by other property owned by the Trust:

- 51-A-60 (14 acres)
- 51-A-62)0.75 acres)
- 51-A-70B (2.1 acres)

Included in this packet

- Copy of original survey, circa 1954
- Summary of all parcels owned by FF White Trust, including the Drive In
- Original Survey showing existing fence line and buildings and indicating location of new bathrooms.
- Google Map showing existing fence line and buildings and indicating location of new bathrooms. (similar as indicated in the survey but using a more current view of the property)
- Summary of the new bathroom specifications <minor revision>
- Pictures of what the Drive In looked like when in operation (prior to 2011)
- Hours of Operation and Menu <new item>

Copy of original survey (circa 1954)



4 parcels ~ 22 acres

Map PIN: 51 A 60
 Map PIN (Formatted): 51-A-60
 Owner: WHITE, FRAYSER F II REVOCABLE TRUST KAY W JEFFERIES, TRUSTEE

Mailing Address:
 PO BOX 28
 NEW CANTON VA 23123

Physical Address:
 159 WINNSVILLE DR

Land Use Code: 2
 Occupancy Code: Vacant Land
 Building Value: \$25,600
 Land Value: \$63,000
 Total Value: \$88,600
 Year Sold: 2011
 Will Book: 56 Pg: 374
 Plat Book: 0000
 Legal Description1: WB 56-374
 Legal Description2: AC 14.0
 Legal Description3: 6.0 AC IN FUSD

Map PIN: 51 A 61
 Map PIN (Formatted): 51-A-61
 Owner: WHITE, FRAYSER F II REVOCABLE TRUST KAY W JEFFERIES, TRUSTEE

Mailing Address:
 PO BOX 28
 NEW CANTON VA 23123

Physical Address:
 159 WINNSVILLE DR

Land Use Code: 4
 Occupancy Code: Vacant Land Commercial
 Building Value: \$43,900
 Land Value: \$100,000
 Total Value: \$143,900
 Year Sold: 2011
 Will Book: 56 Pg: 374
 Plat Book: 0000
 Legal Description1: WB 56-374
 Legal Description2: AC 2.0
 Zoning Cases: SUP 83-013

Map PIN: 51 A 62
 Map PIN (Formatted): 51-A-62
 Owner: WHITE, FRAYSER F II REVOCABLE TRUST KAY W JEFFERIES, TRUSTEE

Mailing Address:
 PO BOX 28
 NEW CANTON VA 23123

Land Use Code: 2
 Occupancy Code: Vacant Land
 Land Value: \$10,000
 Total Value: \$10,000
 Year Sold: 2011
 Will Book: 56 Pg: 374
 Plat Book: 0000
 Legal Description1: WB 56-374
 Legal Description2: AC 0.75

[Parcel Details](#)
 VamaNet Link: [10335](#)
 County Tax Map: [51](#)

Map PIN: 51 A 70B
 Map PIN (Formatted): 51-A-70B
 Owner: WHITE, FRAYSER F II REVOCABLE TRUST KAY W JEFFERIES, TRUSTEE

Mailing Address:
 PO BOX 28
 NEW CANTON VA 23123

Land Use Code: 2
 Occupancy Code: Vacant Land
 Land Value: \$9,400
 Total Value: \$9,400
 Year Sold: 2011
 Will Book: 56 Pg: 374
 Plat Book: 0000
 Legal Description1: WB 56-374
 Legal Description2: AC 2.078

[Parcel Details](#)
 VamaNet Link: [8071](#)
 County Tax Map: [51](#)



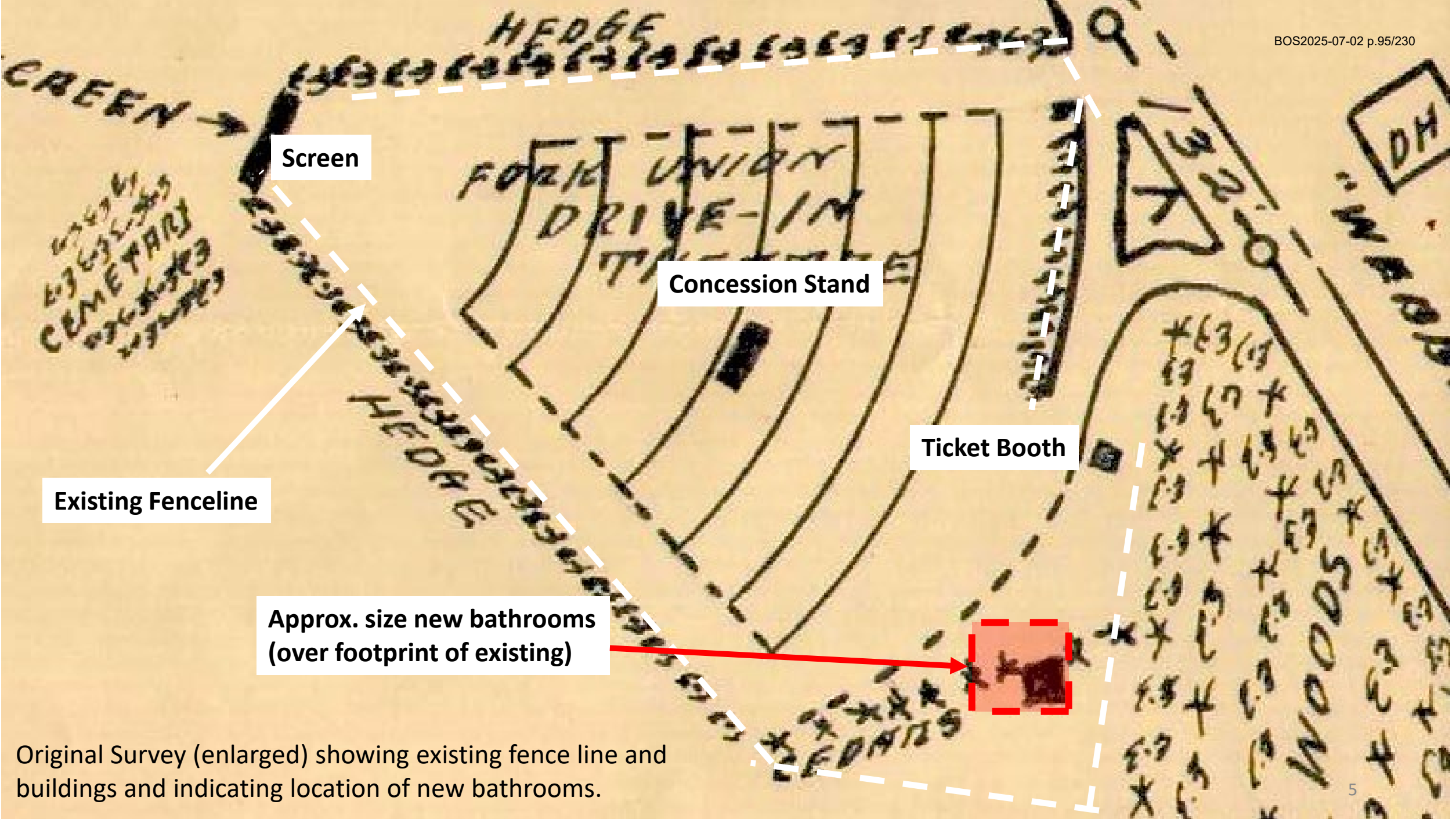
51 A 61
(Tabernacle + 14 acres)

51 A 61
Drive In + 2 acre

51 A 62
(Entrance)

51 A 70B
(next to entrance)

Summary of all parcels owned by FF White Trust, including the Drive In



Original Survey (enlarged) showing existing fence line and buildings and indicating location of new bathrooms.



Storage Building

Screen

Concession Stand

Ticket Booth

Existing Fenceline

Approx. size new bathrooms
(over footprint of existing)

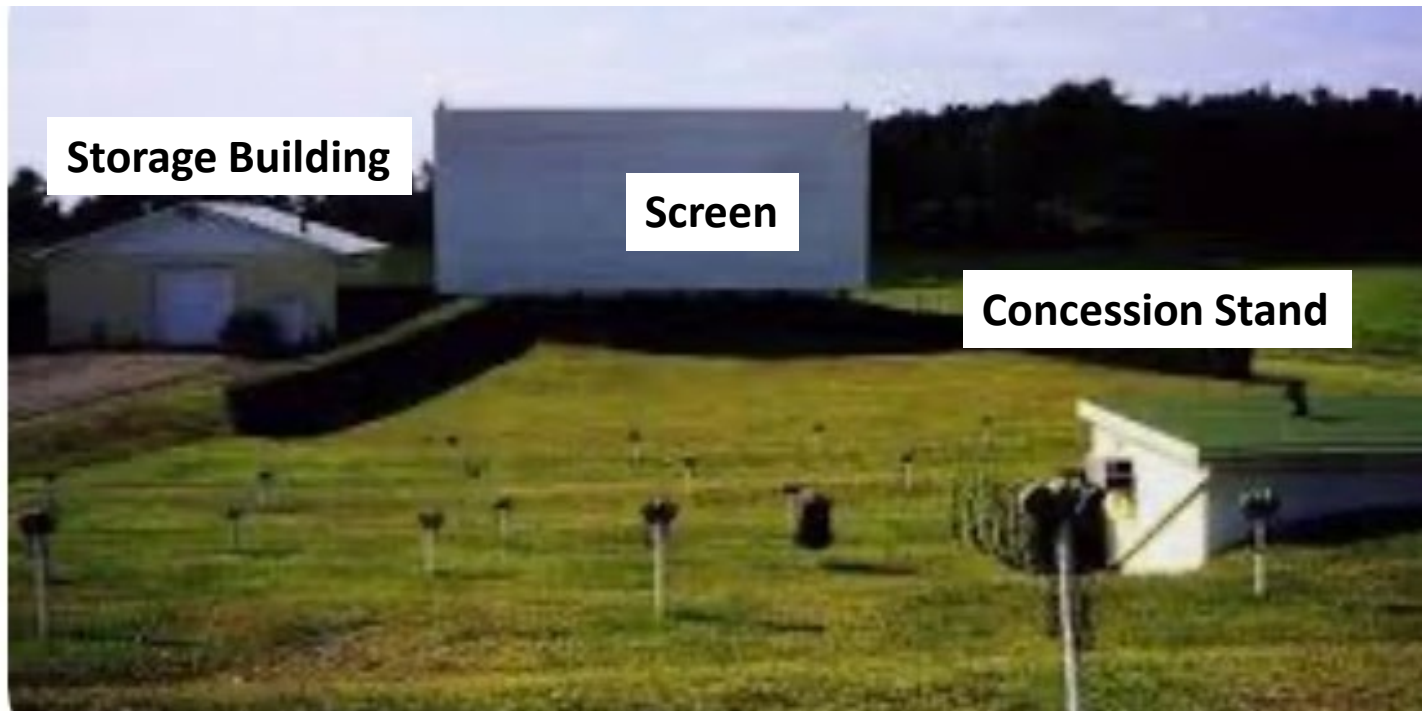
Google Map showing existing fence line and buildings and indicating location of new bathrooms. (similar as indicated in the survey but using a more current view of the property)

New Bathroom specifications

- Building Dimensions: Approximately 26 ft by 32 ft single-story structure made of painted cinder blocks, set outdoors. (900 sq ft compared to existing of 55 sq ft)
- Interior Layout: Divide the space into two-bathroom sections, one for men and one for women.
 - Men's Bathroom (smaller section for 4 users): Include space for 2 stalls, 2 urinals, and 2 sinks.
 - Women's Bathroom (larger section for 7 users): Include space for 7 stalls and 2 sinks.
- Entrance: Each bathroom has its own entrance from the outside. The doors can be side-by-side on one wall.
- Accessibility: Ensure both bathrooms have ADA-compliant stalls and fixtures.
- Additional Features: Place windows or vents for ventilation and proper lighting. Add outdoor signage to designate the bathrooms.



Pictures of what the Drive In looked like when in operation (prior to 2011)



Drive In Operation

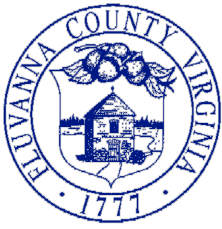
Hours of Operation- Movies

- Shoulder Months -April, May, September, October
 - Friday, Saturday
 - Double Feature
 - Gates open 6:30pm- 1:00am
- **Core Months – June, July, August**
 - Wednesday, Thursday, Friday, Saturday, Sunday
 - Gates Open 6:30pm – 2.30am
- **Special Events – day-time**
 - Flea Markets,
 - Car Shows,
 - Arts/Craft fair
 - BBQ/Chili Cook-offs,
 - Local Music
 - Private Events (eg weddings)
 - Alcohol may be served only at limited special events

MEMORANDUM

Date: June 16, 2025
From: Jason Overstreet
To: Todd Fortune
Subject: SUP25:03-Fork Union Drive-in

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the July 2, Board of Supervisors meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

planning@fluvannacounty.org
www.fluvannacounty.org

BOS2025-07-02 p.105/230

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

PUBLIC HEARING NOTICE

June 16, 2025

ATTN: Adjoining Property Owner

RE: SUP 25:03 Fork Union Drive-in

This is to notify you that on June 10, 2025, at the Fluvanna County Planning Commission Public Hearing for **SUP 25:03**, the request was unanimously recommended for approval by the commission 5-0. The Fluvanna County Board of Supervisors will hold a public hearing on:

Meeting: Board of Supervisors Regular Meeting

Date: **Wednesday, July 2, 2025 at 7:00 pm**

Location: Fluvanna County Circuit Court
72 Main Street, Palmyra, VA 22963

SUP 25:03 Fork Union Drive-in – A request for a Special Use Permit in the B-1, Business, General District for an outdoor entertainment site (venue) on two parcels identified as Tax Maps 51-A-61 and 51-A-62. The parcels are two acres and 0.75-acres and are located at 159 Winnsville Drive (SR 612) approximately 0.2 miles from its intersection with US 15 at Weber City. The parcel is located in the Fork Union Community Planning Area and the Fork Union Election District.

Please be advised that this meeting will be held in person. Instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments to planning@fluvannacounty.org prior to the scheduled meeting. Questions may be directed to me between 8:00 am and 5:00 pm, Monday – Friday, either by phone at (434) 591-1910 or in person in the Planning and Zoning Office, located in the County Administration Building at 132 Main Street Palmyra, VA 22963.

Details of this request are available under *Upcoming Public Hearings* on the County website at <http://www.fluvannacounty.org/> and in the Planning and Zoning Department during regular office hours.

Sincerely,

Todd Fortune
Director of Planning

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

TAB H

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Public hearing to amend Sections 4-2-1 and 4-2-1.1 to provide for lifetime individual dog licenses				
MOTION(s):	I move that the Board of Supervisors approve the amendments to County Code Sections 4-2-1 and 4-2-1.1 to provide for lifetime individual dog licenses.				
BOS WORKPLAN?	Yes	No	If yes, list item(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 amendments to the County Code				
TIMING:	Ordinance is effective 30 days after Board approval				
DISCUSSION:	<p>Virginia Code § 3.2-6528 authorizes local governments to impose either an annual or lifetime license tax on individual dogs at least four months old. An annual individual tax may not exceed \$10; a lifetime tax may not exceed \$50.</p> <p>Under our current County Code, a tax of between \$4 and \$8 is assessed annually. This amendment provides instead for a \$10 license tax, with the license to remain valid for the lifetime of the dog as long as rabies vaccination is kept current.</p> <p>This change will decrease the administrative burden on the Treasurer's Office, and on Fluvanna citizens.</p> <p>Kennel licenses will continue to be issued for one year only.</p>				
FISCAL IMPACT:	Over the last 4 fiscal years, the County has collected about \$8,000 on average per fiscal year. If approved, the County may get a one-time increase in revenues in FY26, but would see a decrease in revenues for future fiscal years.				
POLICY IMPACT:	Amendment to the County Code				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Proposed ordinance to amend County Code Sections 4-2-1 and 4-2-1.1 • Advertisement for Public Hearing • Locality Comparisons 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF
FLUVANNA, VIRGINIA”, BY AMENDING §§ 4-2-1 AND 4-2-1.1 TO PROVIDE FOR
LIFETIME LICENSES FOR INDIVIDUAL DOGS

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

(1) That The Code of the County of Fluvanna, Virginia is amended by amending §§ 4-2-1 and 4-2-1.1, as follows:

CHAPTER 4 – ANIMALS AND FOWL

ARTICLE 2. - DOGS

Sec. 4-2-1. License—Required; term; where license tax payable; amount of tax.

It shall be unlawful for any person to own, keep, hold or harbor any dog over four months of age within the County unless such dog is licensed, as required by the provisions of this article. ~~Dog licenses shall run by the calendar year, namely, from January 1 to December 31, inclusive.~~

An individual dog license issued pursuant to this section is provided for the lifetime of the dog. Such individual license shall be valid only as long as the animal's owner resides in the County and the dog's rabies vaccination is kept current. A kennel license issued pursuant to this section shall be valid for one year only, and shall run from January 1 to December 31. The license tax, which shall be the only license tax on dogs in this County, shall be payable at the office of the Treasurer and shall be as follows:

~~For a male dog, \$8.00~~

~~For an unsexed (successfully spayed or neutered) male or female dog, \$4.00;~~

~~For a female dog, \$8.00;~~

For individual dogs, \$10.00 each;

For a kennel of not more than twenty dogs, \$40.00 **per license tax year;**

For a kennel of ~~not more than~~ **between twenty-one and** fifty dogs, \$50.00 **per license tax year.**

Sec. 4-2-1.1. Same—When license tax payable.

The license tax on dogs shall be due and payable as follows:

~~(A) On or before January 1 and not later than January 31 of each year, the owner or possessor of any dog four months old or older shall pay a license tax as prescribed in the preceding section.~~

~~(B) If a dog shall become four months of age or come into the possession of any person between January 1 and November 1 of any year, the license tax for the current calendar year shall be paid forthwith by the owner or possessor.~~

~~(C) If a dog shall become four months of age or come into the possession of any person between October 31 and December 31 of any year, the license tax for the succeeding calendar year shall be paid forthwith by the owner or possessor and such license shall protect such dog from date of purchase.~~

(A) Lifetime dog license. The lifetime dog license tax must be paid not later than 30 days after a dog has reached the age of four months or not later than 30 days after an owner acquires a dog four months of age or older. Should a dog's rabies vaccination or inoculation expire, any lifetime dog license issued for that dog shall become invalid concurrently on the same date the dog's rabies vaccination or inoculation expired, and said license shall not be valid again as a lifetime dog license under this section until said dog's rabies vaccination or inoculation is again current. A dog shall be deemed to be unlicensed for any time during which its lifetime dog license is deemed to be invalid pursuant to this section.

(B) Kennel dog license. Kennel licenses shall expire annually on December 31 and must be renewed not later than January 31 of the following year. A kennel license tax paid between November 1 and December 31 shall be valid for the remainder of the year during which it was paid and for the next following calendar year.

That the Ordinance shall be effective thirty days after adoption.

(Seal)

PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, July 2, 2025, at 7:00 p.m.

Pursuant to Virginia Code Sections 15.2-1427 and 15.2-2204, a Public Hearing will be held Fluvanna County Circuit Court, at 72 Main Street, Palmyra, VA 22963 for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors on the following item:

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY AMENDING §§ 4-2-1 AND 4-2-1.1 TO PROVIDE FOR LIFETIME LICENSES FOR INDIVIDUAL DOGS

A COPY OF THE FULL TEXT OF THE ORDINANCE IS AVAILABLE FOR REVIEW BY THE PUBLIC ON THE COUNTY'S WEBSITE AND IN THE OFFICE OF THE COUNTY ADMINISTRATOR DURING REGULAR OFFICE HOURS.

All interested persons wishing to be heard are invited to attend the public hearing.

TO: Fluvanna Review

Advertise on the following dates: June 12 & 19, 2025

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

CONTACT INFORMATION:

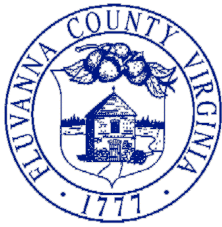
Caitlin Solis
Clerk, Board of Supervisors
Fluvanna County
P. O. Box 540
Palmyra, VA 22963
csolis@fluvannacounty.org
434-591-1910
434-591-1913

Locality	Annual or lifetime	Amount	Source
Albemarle	Annual	A. Spayed Female/Neutered Male. One-year tag: \$5.00 Two-year tag: \$10.00 Three-year tag: \$15.00 B. Unspayed Female/Unneutered Male. One-year tag: \$10.00 Two-year tag: \$20.00 Three-year tag: \$30.00	Code
Cumberland	Lifetime	\$10	Code
Goochland	Lifetime	\$10	Code
Greene	Annual	Male dog\$10.00 Female dog10.00 Unsexed female dog5.00	Code
Louisa	Annual	\$10.00 for each intact dog \$4.00 for each spayed or neutered dog	Code
Madison	Lifetime	\$10	Website
Orange	Lifetime	\$10	Code
Powhatan	Annual (Lifetime effecti	Male/Female: \$10.00 (\$20.00 Lifetime effective November 1) Spayed/Neutered: \$7.00	Website

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	ZMP 25:01 Fluvanna County on behalf of BHL Group, et al				
MOTION(s):	<p>I move the Board of Supervisors (approve/deny/defer) ZMP 25:01 a request to amend the Fluvanna County Zoning map to rezone 36.187 +/- acres of Tax Map 11 Section 9 Parcel 3 from A-1, Agricultural, General to I-1, Industrial, Limited subject to the revised proffers dated June 5, 2025.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Todd Fortune, Director of Planning				
PRESENTER(S):	Todd Fortune, Director of Planning				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>The property is zoned A-1 Agricultural, General. The area has been identified for future commercial and industrial development, as it is located within the Zion Crossroads UDA. As such, other parcels within the UDA have been rezoned for future commercial and industrial development.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	<p>A rezoning of this property would serve two purposes: 1) further the County's efforts for economic development in Zion Crossroads area; and 2) advance the site to a higher Site Characterization Tier Level under the Virginia Business Ready Sites Program.</p>				
LEGISLATIVE HISTORY:	<p>This request was presented to the Planning Commission for review and action on June 10, 2025. The Commission voted 5-0 to recommend approval.</p>				
ENCLOSURES:	<ul style="list-style-type: none"> • Staff Report • Ordinance • Rezoning Application • APO Letters • Proffer Statement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2025-07-02 p.117/230
132 Main Street
P.O. Box 540
Palmyra, VA 22963
434.591.1910
www.fluvannacounty.org

PLANNING COMMISSION STAFF REPORT

To: Fluvanna County Planning Commission **From:** Todd Fortune, Director of Planning
Request: ZMP 25:01 Rezoning from A-1 to I-1 **District:** Columbia Election District
Tax Map: Tax Map 11-9-3

General Information: This rezoning request is to be heard by the Board of Supervisors on Wednesday, July 2, 2025 at 7:00 pm at the Fluvanna County Circuit Court.

Applicant: Fluvanna County on behalf of BHL Group, et al

Representative: Fluvanna County

Requested Action: **ZMP 25:01 BHL Group LLC, et al** – A request to amend the Fluvanna County Zoning Map to rezone from A-1, Agricultural, General to the I-1, Industrial, Limited Zoning District 36.187 +/- acres of Tax Map 11 Section 9 Parcel 3. The subject property is generally located on the west side of James Madison Highway (U.S. 15) approximately one mile south of the intersection with Three Notch Road (U.S. 250). The parcel is located in the Zion Crossroads Community Planning Area (CPA) and the Zion Crossroads Urban Development Area (UDA), and in the Columbia Election District.

Existing Zoning: A-1, Agricultural, General

Zoning History: The property is zoned A-1 Agricultural, General. The area has been identified for future commercial and industrial development, as it is located within the Zion Crossroads UDA. As such, other parcels within the UDA have been rezoned for future commercial and industrial development.

Existing Land Use: Agricultural

Applicant Summary:

The owners of this 36.187-acre parcel are looking to have the property rezoned. The Fluvanna County Board of Supervisors has authorized this board initiated rezoning application, which also includes consent from the property owners, to rezone the property from A-1 to I-1. The owners collectively agree to participate in the further advancement in growth and development for this parcel, which is in the Zion Crossroads CPA and Zion Crossroads UDA.

Comprehensive Plan:

The subject property is located in the Zion Crossroads CPA and Zion Crossroads UDA. This area is envisioned to be the most intensely developed part of the county, consisting of regional mixed-use, regional employment, and neighborhood mixed-use developments. This area is the county's primary regional economic development area and is targeted as a regional employment center with primarily mixed-use, mixed-income development.

The Fluvanna County 2015 Comprehensive Plan-2024 Update references the Zion Crossroads CPA and UDA for economic development. Chapter 5, Economic Development references "Zion Crossroads is the county's primary commercial node, with primarily retail, office uses, and light industrial, it also incorporates mixed-use, mixed income residential development." Rezoning this parcel to 1-1 furthers the County's efforts for economic development in Zion Crossroads and advances the site to a higher Site Characterization Tier Level under the Virginia Business Ready Sites Program.

Technical Review:

The Technical Review Committee had no concerns with the re-zoning. The only comment was from VDOT staff, who advised that they will need to review any site plans (once they are ready) to examine entrances to public roads.

Planning Analysis:

The subject property is zoned A-1 and is located on James Madison Highway (U.S. 15), across from Shepherd Lane. The parcel is located approximately one mile south of the intersection with Three Notch Road (U.S. 250). As stated above, this property is located within the Zion Crossroads CPA and Zion Crossroads UDA – which is envisioned to be the most intensely developed part of the county.

Per the proffer statement dated June 5, 2025 (attached), the applicant has agreed to proffer out the following uses: Flea markets; self-storage facilities; car washes; shooting ranges, indoor; transportation terminals; lumberyards; railroad facilities; solid waste collection facilities; wood storage, temporary; shooting ranges, outdoor; sanitary landfills; sawmills, permanent; solid waste material recovery facilities; truck terminals; aviation facilities; minor scale solar generation facilities; utility scale solar generation facilities; and utilities, major.

Summary Conclusion:

As stated above, a rezoning of this property would serve two purposes: 1) further the County's efforts for economic development in Zion Crossroads area; and 2) advance the site to a higher Site Characterization Tier Level under the Virginia Business Ready Sites Program.

Planning Commission:

The Planning Commission conducted a Public Hearing on Tuesday, June 10, 2025. The Planning Commission, by a vote of 5-0, recommended approval along with the applicant's proffered conditions.

Suggested Motion:

I move that the Board of Supervisors (approve/deny/defer) ZMP 25:01, a request to amend the Fluvanna County Zoning map to rezone District 36.187 +/- acres of Tax Map 11 Section 9 Parcel 3 from A-1, Agricultural, General to I-1, Industrial, Limited subject to the revised proffers dated June 5, 2025.

PROFFER STATEMENT

The Owner-Applicant in this rezoning case ZMP 25:01, pursuant to Section 15.2-2298 of the Code of Virginia (1950, as amended) and Section 22-17-9 of the Fluvanna County Zoning Ordinance, for itself and its successors or assigns, proffers the development of the approximately 36.187 total acres, identified as Tax Map 11 Section 9 Parcel 3 (the "Property") under consideration will be developed according to the following conditions; however, in the event this request is denied or approved with conditions not agreed to by the Owner-Applicant, these proffers shall be immediately null and void and of no further force or effect.

1. **Excluded Uses:**

The following permitted by right land uses shall be excluded from the Property under 1-1 Zoning Section 22-11-2.1:

Commercial Uses: Flea Markets, Self-storage facilities, Car washes, Shooting ranges indoor, Transportation Terminals.

Industrial Uses: Lumberyards, Railroad Facilities, Solid waste collection facilities.

Miscellaneous Uses: Wood storage, temporary

2. **Excluded Uses:**

The following permitted by special use permit land uses shall be excluded from the Property under I-1 Zoning Section 22-11-2.2:

Commercial Uses: Shooting ranges, outdoors.

Industrial Uses: Sanitary landfills; Sawmills, permanent; and Solid waste material recovery facilities; and Truck terminals.

Miscellaneous Uses: Aviation facilities, Minor scale solar generation facility, Utility scale solar generation facility; and Utilities, major.

3. **Dedication:**

Within sixty (60) days of a written request by the County, a 1 Acre parcel of land as shown on the attached surveyed plat and which is necessary for the Zions Crossroads Water & Sewer Project, will be conveyed to the County at no cost to the County.

I hereby acknowledge as the Property Owner that the Rezoning of the Property gives rise to the need for these conditions and that these conditions are reasonable.

Jefferson T. Jakubowski

Jefferson T. Jakubowski
Member / Manager of Rural Land Tracts LLC

STATE OF Virginia)

COUNTY OF Appomattox)ss.

On June 5, 2025, before me, Karen Seay Moore notary public, personally appeared Jefferson T. Jakubowski personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen Seay Moore

Notary Public Signature



My commission expires: 6/30/2025 (SEAL ABOVE)

240467



I hereby acknowledge as the Property Owner that the Rezoning of the Property gives rise to the need for these conditions and that these conditions are reasonable.

Jefferson M. Catlett

Jefferson M. Catlett
Member / Manager of Catlett Land Company LLC

STATE OF Virginia)

COUNTY OF Appomattox)ss.

On June 5, 2025, before me, Karen Seay Moore, notary public, personally appeared Jefferson M. Catlett personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen Seay Moore
Notary Public Signature



My commission expires: 6/30/2025 (SEAL ABOVE)

240467

I hereby acknowledge as the Property Owner that the Rezoning of the Property gives rise to the need for these conditions and that these conditions are reasonable.

Benjamin H. Legg

Benjamin H. Legg
Member / Manager of BHL Group LLC

STATE OF Louisiana)

COUNTY OF Lafayette) ss.

On June 5, 2025, before me, PATRICIA DeLahoussaye, notary public, personally appeared Benjamin H. Legg personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia DeLahoussaye
Notary Public Signature



My commission expires: For Life (SEAL ABOVE)



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

planning@fluvannacounty.org
www.fluvannacounty.org

BOS2025-07-02 p.124/230
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910

PUBLIC HEARING NOTICE

June 16, 2025

ATTN: Adjoining Property Owner

RE: ZMP 25:01 Fluvanna County

This is to notify you that on June 10, 2025, at the Fluvanna County Planning Commission Public Hearing for **ZMP 25:01**, the request was unanimously recommended for approval by the commission 5-0. The Fluvanna County Board of Supervisors will hold a public hearing on:

Meeting: Board of Supervisors Regular Meeting

Date: **Wednesday, July 2, 2025 at 7:00 pm**

Location: Fluvanna County Circuit Court
72 Main Street, Palmyra, VA 22963

ZMP 25:01 BHL Group, LLC, et al – A request to rezone from A-1, Agricultural, General to the I-1, Industrial, Limited Zoning District of 36.187 +/- acres of Tax Map 11 Section 9 Parcel 3. The subject property is generally located on the west side of James Madison Highway (U.S. 15) approximately one mile south of the intersection with Three Notch Road (U.S. 250). The parcel is located in the Zion Crossroads Community Planning Area and the Zion Crossroads Urban Development Area, and in the Columbia Election District.

Please be advised that this meeting will be held in person. Instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments to planning@fluvannacounty.org prior to the scheduled meeting. Questions may be directed to me between 8:00 am and 5:00 pm, Monday – Friday, either by phone at (434) 591-1910 or in person in the Planning and Zoning Office, located in the County Administration Building at 132 Main Street Palmyra, VA 22963.

Details of this request are available under *Upcoming Public Hearings* on the County website at <http://www.fluvannacounty.org/> and in the Planning and Zoning Department during regular office hours.

Sincerely,

Todd Fortune
Director of Planning



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: BHL Group LLC, Rural Land Tracts LLC, Catlett Land Company LLC

Applicant of Record: County of Fluvanna (BOS)

Address: 977 Seminole Trl #292, Charlottesville, VA 22901

Address: PO Box 540, Palmyra, VA 22963

Phone: Fax:

Phone: 434-591-1910 Fax:

Email:

Email:

Representative: Eric Dahl, County Administrator

Address: (same as applicant)

Phone: 434-591-1910 Fax:

Email: edahl@fluvannacounty.org

Tax Map and Parcel(s) 11-9-3

Acreege 36.187 Current Zoning A-1

Location of Parcel: Along Rt 15 across from Shepherd Ln

Requested Zoning I-1 Proposed Use of Property Commercial/Industrial development

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

If property is in an Agricultural Forestal District, or Conservation Easement, please list information here:

Is parcel in Land Use Valuation Program? [X] No [] Yes

Deed Book and Page: 5443

If any Deed Restrictions, please attach a copy

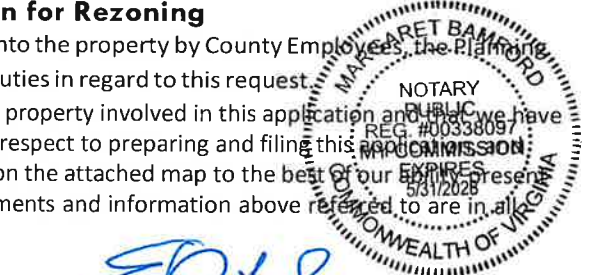
Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application and that the foregoing statements and answers herein contained and the information on the attached map to the best of our knowledge and belief are true and correct to the best of our knowledge.

Date: 5/19/25 Signature of Owner/Applicant:

Subscribed and sworn to before me this 9 day of May, 2025

My commission expires: 5/31/28 Notary Public:

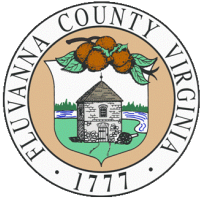


EDahl

Notary signature

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

Table with columns for Office Use Only, Public Hearings, Planning Commission, and Board of Supervisors. Includes fields for Date Received, Pre-Application Meeting, PH Sign Deposit Received, Application #, \$1,000 fee paid, Proffer or Master Plan Amendment, Election District, Planning Area, Advertisement Dates, APO Notification, Date of Hearing, and Decision.



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

ORDINANCE No. 11-2025

AN ORDINANCE TO REZONE 36.187 +/- ACRES FROM A-1 TO I-1 WITH PROFFERS

At a regular meeting of the Board of Supervisors of the County of Fluvanna held in the Fluvanna County Circuit Court at 72 Main Street, Palmyra, Virginia this 2nd day of July, 2025:

ZMP 25:01 BHL Group LLC, et al – A request to amend the Fluvanna County Zoning Map to rezone from A-1, Agricultural, General to the I-1, Industrial, Limited Zoning District 36.187 +/- acres of Tax Map 11 Section 9 Parcel 3. The subject property is generally located on the west side of James Madison Highway (U.S. 15) approximately one mile south of the intersection with Three Notch Road (U.S. 250). The parcel is located in the Zion Crossroads Community Planning Area (CPA) and the Zion Crossroads Urban Development Area (UDA), and in the Columbia Election District.

BE IT ORDAINED by the Board of Supervisors of Fluvanna County that the Rezoning Application identified as ZMP 25:01 is granted as an amendment to the official zoning map; and

The Property is currently identified as Tax Map 11 Section 9 Parcel 3; and

The Property, consisting of 36.187 +/- acres, is hereby rezoned from A-1, Agricultural, General to the I-1, Industrial, Limited Zoning District; and

The Owner/Applicant in this zoning case, pursuant to the Zoning Ordinance of Fluvanna County, for themselves and their successors or assigns, proffer that the Property will be developed in accordance with the conditions voluntarily agreed to by the Owner/Applicant in the proffer statement dated June 5, 2025 which is included in this ordinance.

Adopted this 2nd day of July 2025
by the Fluvanna County Board of Supervisors

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

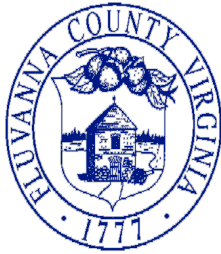
Attest:

Christopher S. Fairchild, Chair
Fluvanna County Board of Supervisors

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

TAB J

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	ZTA 25:02 – Amendments to the Fluvanna County Zoning Ordinances, amending §§ 22-22-1 to add a definition for “solid waste” and remove the word “municipal” from the definitions of “Solid Waste Material Recovery Facility” and “Solid Waste Collection Facility.”				
MOTION(s):	I move the Board of Supervisors (approve / deny / defer) ZTA 25:02, an ordinance to amend and reordain “The Code of the County of Fluvanna, Virginia” by amending §§ 22-22-1 to add a definition for “solid waste” and remove the word “municipal” from the definitions of “Solid Waste Material Recovery Facility” and “Solid Waste Collection Facility.”				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Todd Fortune, Director of Planning; Dan Whitten, County Attorney				
PRESENTER(S):	Todd Fortune, Director of Planning; Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The above-referenced definitions, as stated in the Fluvanna Code, currently restrict what sources local waste collection facilities can collect waste from. This change seeks remove that restriction while clarifying that such facilities are not allowed to receive waste that poses a hazard to the public health or environment. The definition of solid waste is taken from the Virginia Code §10.1-1400.				
FISCAL IMPACT:	None				
POLICY IMPACT:	This change, if approved, would add a definition for “solid waste” and remove the word “municipal” from the definitions of “Solid Waste Material Recovery Facility” and “Solid Waste Collection Facility.”				
LEGISLATIVE HISTORY:	This proposed Zoning Text Amendment was presented to the Planning Commission for review on June 10, 2025. The Commission, by a vote of 5-0, recommended approval of the proposed amendment.				
ENCLOSURES:	<ul style="list-style-type: none"> • Staff Report • Proposed Ordinance Amendment 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

PLANNING COMMISSION STAFF REPORT

To: Fluvanna County Planning Commissioners
From: Dan Whitten, County Attorney
Case Number: ZTA 25:02
District: Countywide Amendment

General Information: This public hearing is to be held on Wednesday, July 2, 2025 at 7:00 p.m. by the Fluvanna County Board of Supervisors in the Fluvanna County Circuit Court, 72 Main Street, Palmyra VA 22963.

Requested Action: Recommend approval of amendments to the Fluvanna County Zoning Ordinance by amending §22-22-1 to add a definition for "solid waste" and remove the word "municipal" from the definitions of "Solid Waste Material Recovery Facility" and "Solid Waste Collection Facility."

Background Information: This amendment adds a definition for "solid waste" and broadens the definitions of "Solid Waste Material Recovery Facility" and "Solid Waste Collection Facility" to include non-municipal waste.

The Planning Commission heard this request and held a public hearing at their June 10, 2025 meeting. The Commission voted 5-0 to recommend approval.

Recommended Motion:

I MOVE THAT THE BOARD OF SUPERVISORS (APPROVE/ DENY / DEFER) ZTA 25:02 – AN ORDINANCE TO AMEND AND REORDAIN "THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA" BY AMENDING §22-22-1 TO ADD A DEFINITION FOR "SOLID WASTE" AND TO AMEND THE DEFINITIONS OF "SOLID WASTE MATERIAL RECOVERY FACILITY" AND "SOLID WASTE COLLECTION FACILITY."

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §22-22-1 TO ADD A DEFINITION FOR “SOLID WASTE” AND TO AMEND THE DEFINITIONS OF “SOLID WASTE MATERIAL RECOVERY FACILITY” AND “SOLID WASTE COLLECTION FACILITY”

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

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

CHAPTER 22 ZONING

ARTICLE 22. – DEFINITIONS

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

Solid waste: As used herein, “solid waste” shall have the same meaning and definition set forth in § 10.1-1400 of the Code of Virginia, as amended.

Solid Waste Material Recovery Facility: A solid waste management facility, **as defined § 10.1-1400 of the Code of Virginia, as amended,** which may receive ~~municipal~~ solid waste and recyclables from off premises for processing and consolidation and shipment out of the County for further processing or disposal. **The facility shall be so located, designed and operated that it does not pose a substantial present or potential hazard to public health or the environment, including pollution of air, land, surface water or groundwater.**

Solid Waste Collection Facility: Any storage or collection facility which is operated as a relay point for recyclables or ~~municipal~~ solid waste which ultimately is to be shipped for further processing or disposal. No processing of such items occurs at such facility. **The facility shall be so located, designed and operated that it does not pose a substantial present or potential hazard to public health or the environment, including pollution of air, land, surface water or groundwater.**

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

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB K

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Public Hearing for the First Amendment to the Lease Agreement with Cellco Partnership d/b/a Verizon Wireless				
MOTION(s):	I move that the Board of Supervisors approve the First Amendment to the Water Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless				
BOS WORKPLAN?	Yes	No	If yes, list item(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 the First Amendment to the Lease Agreement with Cellco Partnership d/b/a Verizon Wireless				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> This amendment contemplates a proposed increase in rent and a modified Exhibit C to reflect the updated equipment listing and depiction of equipment layout. Cityscape Consultants has reviewed the amendment and also included updated language to modify the provisions related to Access, Public Safety, and the Water Supply Facility and Protection of Public in this amendment. Current Rent as of 3/1/2025: \$2,643.36 (\$31,720.32) Proposed Adjusted New Rent: \$2,749.10 (\$32,989.20) Next Increase 3/1/2026: \$2,831.57 (\$33,978.84) 				
FISCAL IMPACT:	The Fork Union Sanitary District will see an increase in water tower cell equipment lease revenue of around ~\$1,000 per year.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> First Amendment to the Water Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless First Amendment to the Water Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless Public Hearing Advertisement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			X

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT dated October 20, 2011 (this “First Amendment”), is made this ____ day of _____, 2025 (the “Effective Date”), by and between the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, with its offices located at 132 Main Street, Palmyra, Virginia 22963 (hereinafter referred to as “LESSOR”), and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, a Delaware general partnership, with a principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “LESSEE”) (each a “Party”, or collectively, the “Parties”).

WHEREAS, LESSOR and LESSEE, entered into a certain Water Tower Lease Agreement on October 20, 2011 (the “Lease” or “Agreement”), whereby LESSEE leases from LESSOR a portion of real property and space on the LESSOR’s water tank (collectively the “Premises”) located at 2984 James Madison Highway, Bremono Bluff, Virginia 23022 (the “Property”), as more fully described in the Agreement; and

WHEREAS, LESSOR and LESSEE desire to amend the Agreement in order to allow LESSEE to make certain replacements and modify equipment on the Premises, which will increase the LESSEE’s loading factor on the Tower; and

WHEREAS, LESSOR is willing to permit LESSEE to modify its equipment within the existing leased space on the LESSOR’s Tower in consideration of adjustments to the rent payable under the Agreement; and

WHEREAS, the parties hereto intend that all terms and conditions as stated in the Agreement, except as amended by this First Amendment, shall remain in full force and effect and be subject only to the amendments contained herein in the First Amendment; and

WHEREAS, LESSOR and LESSEE desire to acknowledge that the Agreement is still in effect and intend to modify the Agreement as provided herein;

NOW, THEREFORE, in consideration of the terms of this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE hereto agree to be legally bound to this First Amendment as follows:

1. The foregoing recitations above are incorporated into this agreement. All defined terms in the Agreement shall have the same defined meaning when used in this First Amendment unless the context requires otherwise.
2. Due to the modification and addition of LESSEE’s new loading on the Tower, Section 3 (a), TERM; RENTAL; ELECTRICAL, of the Agreement is hereby deleted and replaced with the language as follows:
 - a. LESSOR and LESSEE agree and acknowledge that the initial term of this Agreement shall be five (5) years commencing on March 1, 2012 (“Commencement Date”) and terminating on the fifth (5th) anniversary of the Commencement Date (the “Term”).

LESSEE shall have the right to extend the Term on the same terms and conditions as set forth herein and provided for in Section 4 of the Agreement. LESSEE shall pay LESSOR as rent hereunder the amounts set forth in this Section 3, together with any State, County, or local taxes applicable. Rent shall be paid in monthly installments in advance, without prior notice or invoice by LESSOR, on or before the first day of each month and without offset or deduction. Commencing on the first day of the month following full execution of this First Amendment, LESSEE shall pay to LESSOR as rent, Thirty-Two Thousand Nine Hundred Eighty-Nine Dollars and 20/100 Cents (\$32,989.20) per year payable monthly in the amount of Two Thousand Seven Hundred Forty-Nine Dollars and 10/100 Cents (\$2,749.10) (“Rent”). Notwithstanding the immediately preceding sentence, the parties hereto acknowledge and agree that the increased Rent amount(s) may not be sent by LESSEE until up to ninety (90) days after the date of full execution of this First Amendment; however, said one (1)-time grace period does not change the amount(s) owed to LESSOR. Rent for any fractional month at the end of the Term or any Renewal Term shall be prorated. The rent thereafter shall be increased annually on each anniversary of the Commencement Date, during the Term and any Renewal Terms, as provided for in Section 5 of the Agreement.

Rent shall be payable direct to LESSOR, at address 132 Main Street, Palmyra, Virginia 22963. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

3. To clarify the LESSEE’s equipment and new antenna layout detailed within the relevant exhibits attached to the Agreement, the parties hereto agree that, Exhibit C to the Agreement which sets forth a listing of the equipment LESSEE currently is allowed to install on the Premises, is hereby deleted in its entirety and replaced with Exhibit C-1, attached hereto and made a part hereof. In the event of any discrepancy between Exhibit C and C-1, Exhibit C-1 shall control. As of the First Amendment Effective Date, all references throughout the Agreement to Exhibit C will now be deemed to refer to Exhibit C-1.
4. Section 11 of the Agreement is hereby deleted in its entirety and replaced as follows:
 11. ACCESS TO TOWER: Subject to any limitations set forth in this Agreement, LESSOR agrees the LESSOR shall have access to the Premises at all times for the purpose of installing and maintaining its equipment upon providing LESSOR at least twenty-four (24) hours prior notice of its intent to enter the Premises except that access is permitted for emergency repairs which are necessary to protect persons against injury or to protect against property damage. The LESSEE shall provide LESSOR with advance notice of emergency repairs whenever practicable, and in any event must notify the LESSOR of such access to make emergency repairs as soon as practicable. For purposes of this Section only, notice pursuant to Section 23 of the Agreement or by email to edahl@fluvannacounty.org and mgrandstaff@fluvannacounty.org shall be deemed sufficient. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises as set forth in Exhibit B of the Agreement. It is agreed, however, that only authorized engineers, employees or property authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. Upon request by LESSOR, LESSEE shall provide LESSOR with a list of the names and contact information

of all such persons authorized to enter the Premises and shall update such list in a written notice to the LESSOR as changes may occur. Notwithstanding any other provisions of this Agreement, the LESSOR may modify or move the location of any Right of Way or Further Rights of Way upon reasonable notice to the LESSEE so long as such modification or move does not unreasonably limit or reduce LESSEE's ability to access the Premises and its equipment.

5. LESSEE acknowledges and agrees that it shall cooperate with other tenants on the Tower in coordination with its proposed modifications detailed herein.
6. **Public Safety.** LESSEE acknowledges that LESSOR is a political subdivision of the Commonwealth of Virginia and that the Property and Tower are first and foremost for serving citizens within the County of Fluvanna (the "County") and for the public safety of the citizens of the County and the general public, including specifically any other public body and its citizenry which pursuant to any intergovernmental or other agreement with the County uses such Tower for its public safety needs. Notwithstanding any other provision of this Agreement, at no time shall LESSEE's activities at the Premises interfere with such operation of the Property and Tower or violate any Laws (as defined herein) relating to such operation. LESSOR reserves the right for itself and any other public body with equipment on the Tower, to construct, repair, maintain, modify, improve, replace and operate any County equipment or public safety related equipment as LESSOR or such other public body sees fit, in LESSOR's or such other public body's sole discretion, provided however, that LESSOR will endeavor to minimize the impact, interference or interruption to LESSEE of any such activity. LESSEE specifically acknowledges that the Property and Tower may be included in LESSOR's public safety program and the public safety program of other public bodies of the Commonwealth of Virginia; and that LESSOR may be required by Laws (as defined in herein) or may determine in its sole discretion that it is necessary or appropriate for LESSOR to institute increased security measures for the Property and/or Tower at a later time and from time to time in order to protect against actual or potential threats. Such measures may include but shall not be limited to requiring that the Property, the Tower and any easements be secured in a manner permitting the access to be opened only by LESSOR, or its designee and/or requiring that any person accessing the Premises by or on behalf of LESSEE be accompanied by LESSOR's designee. LESSOR shall promptly notify LESSEE of any change in security measures that would affect LESSEE's free access to the Premises, shall provide LESSEE with instructions as to how access to the Premises shall be provided to LESSEE, and shall to the extent reasonably possible and upon reasonable notice, provide LESSEE with access to the Premises seven (7) days a week, twenty-four (24) hours a day in the event of emergency and during normal business hours for routine operations.
7. **Water Supply Facility; Protection of Public.** LESSEE acknowledges that LESSOR is a political subdivision of the Commonwealth of Virginia and that the Property and Tower are first and foremost a water supply facility serving citizens within the County of Fluvanna, the Fork Union Sanitary District, as such district may exist from time to time, or any other water supply district, department or authority serving any citizens of the County of Fluvanna, as such may exist from time to time. Notwithstanding any other provision of this Agreement, at no time shall LESSEE's activities at the Premises interfere with such operation of the Property and Tower or violate any Laws relating to such operation. LESSOR reserves the

right to construct, repair, maintain, modify, improve, replace and operate the water supply facility as LESSOR sees fit, in LESSOR's sole discretion, provided however, that LESSOR will endeavor to minimize the impact, interference or interruption to LESSEE of any such activity. LESSEE specifically acknowledges that the Property and Tower may be included in LESSOR's public safety program and that LESSOR may be required by Laws or may determine in its sole discretion that it is necessary for LESSOR to institute increased security measures for the Property and/or Tower at a later time and from time and time in order to protect against actual or potential threats. Such measures may include but shall not be limited to requiring that the Property, the Tower and any easements be secured in a manner permitting the access to be opened only by LESSOR'S designee and/or requiring that any person accessing the Premises by or on behalf of LESSEE be accompanied by LESSOR's designee. LESSOR shall promptly notify LESSEE of any change in security measures that would affect LESSEE'S free access to the Premises, shall provide LESSEE with instructions as to how access to the Premises shall be provided to LESSEE, and shall to the extent reasonably possible and upon reasonable notice, provide LESSEE with access to the Premises seven (7) days a week, twenty-four (24) hours a day in the event of emergency and during normal business hours for routine operations.

8. LESSOR and LESSEE each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this First Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment, or that such consent has been given.
9. Except as expressly set forth in this First Amendment, all provisions of the Lease not amended hereby shall remain in full force and effect and shall remain binding on the parties hereto.
10. The Agreement and this First Amendment contain all agreements, promises or understandings between LESSOR and LESSEE, and no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and/or enforceability of the remaining provisions of the Agreement and/or this First Amendment.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LESSOR:
Board of Supervisors of Fluvanna County

LESSEE:
Cellco Partnership d/b/a Verizon Wireless

By: _____
Print Name: Eric M. Dahl
Print Title: County Administrator
Date: _____

By: _____
Print Name: _____
Print Title: _____
Date: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

(Exhibit C-1 to follow)

EXHIBIT C-1

Page 1 of 3

to the First Amendment to Water Lease Agreement, dated _____, 2025, by and between Board of Supervisors of Fluvanna County, a political subdivision of the Commonwealth of Virginia, as LESSOR, and CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, a Delaware general partnership, as LESSEE.

**DESCRIPTION OF PROPERTY AND EQUIPMENT LISTING, FREQUENCIES
AND DIAGRAMS OF ANTENNA LAYOUT**

TOWER-MOUNTED EQUIPMENT: 117 Feet RAD Center on Corral Mount

Antennas:

Six (6) JMA Wireless MXO6FHG865-HG Panel (2 per sector) – 95.90" x 12.20" x 7.50"; 51 lbs./ea.

Three (3) Samsung MT6413-77A w/RRH (1unit/3 per sector) – 28.90" x 15.75" x 5.51"; 57.3 lbs./ea.

Other RRUs:

Three (3) Samsung RF-4461d-13A RRH (1 per sector) – 14.96" x 10.23" x 14.96"; 79 lbs./ea.

Three (3) Samsung B2/B66A RRH ORAN RF4439d-25A (1 per sector) – 14.96" x 10.04" x 14.96"; 35 lbs./ea.

Three (3) OVP-12 Raycap RVZDC-6627-PF-48 (1 per sector) – 29.5 x 16.5 x 12.6; 32 lbs./ea.

TRANSMISSION LINES:

- Three (3) 6x12 Hybriflex

FREQUENCIES ASSIGNED TO LESSEE BY THE FCC FOR USE ON THE PROPERTY

Transmit: 880-890; 891.5-894; 1930-1945; 1970-1975; 776-786

Receive: 835-845; 846.5-849; 1850-1865; 1890-1895; 746-757

GROUND MOUNTED EQUIPMENT:

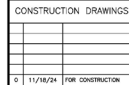
Verizon Shelter (12'x20') within 25' x 35' (875 S.F.) Lease Area

EXHIBIT C-1
Page 2 of 3

Depiction of LESSEE's configuration of equipment as per Construction Drawings dated 11/18/2024.

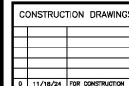
BREMO BLUFF
2984 JAMES MADISON HWY
BREMO BLUFF, VA 23022
911 ADDRESS YES [X] NO []
Includes Verizon logo, project description, project team, A & E CONSULTING TEAM, PROJECT SUMMARY, INDEX OF DRAWINGS, and various technical notes.

GENERAL CONSTRUCTION NOTES:
DESIGN CRITERIA:
EXISTING CONDITIONS:
MEANS AND METHODS:
STRUCTURAL STEEL FRAMING:
GROUNDING NOTES:
Includes detailed construction specifications, design criteria, and grounding requirements.



Revision table with columns: REVISION NO., DATE, DESCRIPTION

Project information form including: DRAWN BY, REVIEWED BY, CHECKED BY, PROJECT NUMBER, SITE ADDRESS, SHEET TITLE, SHEET NUMBER

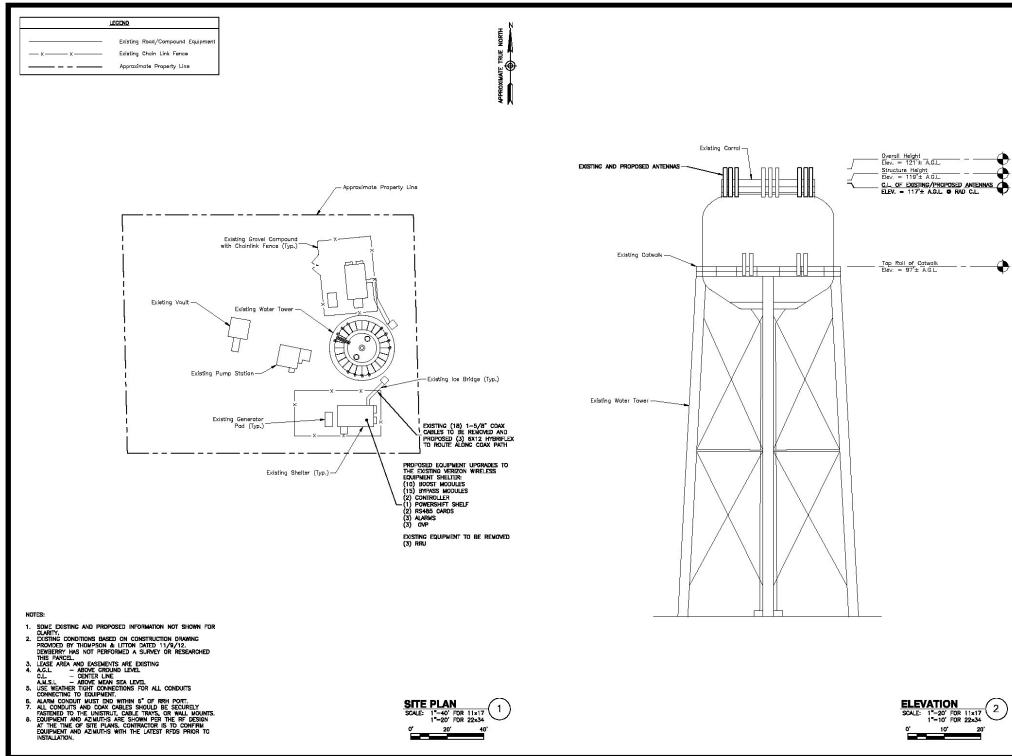


Revision table with columns: REVISION NO., DATE, DESCRIPTION

Project information form including: DRAWN BY, REVIEWED BY, CHECKED BY, PROJECT NUMBER, SITE ADDRESS, SHEET TITLE, SHEET NUMBER

EXHIBIT C-1

Page 3 of 3



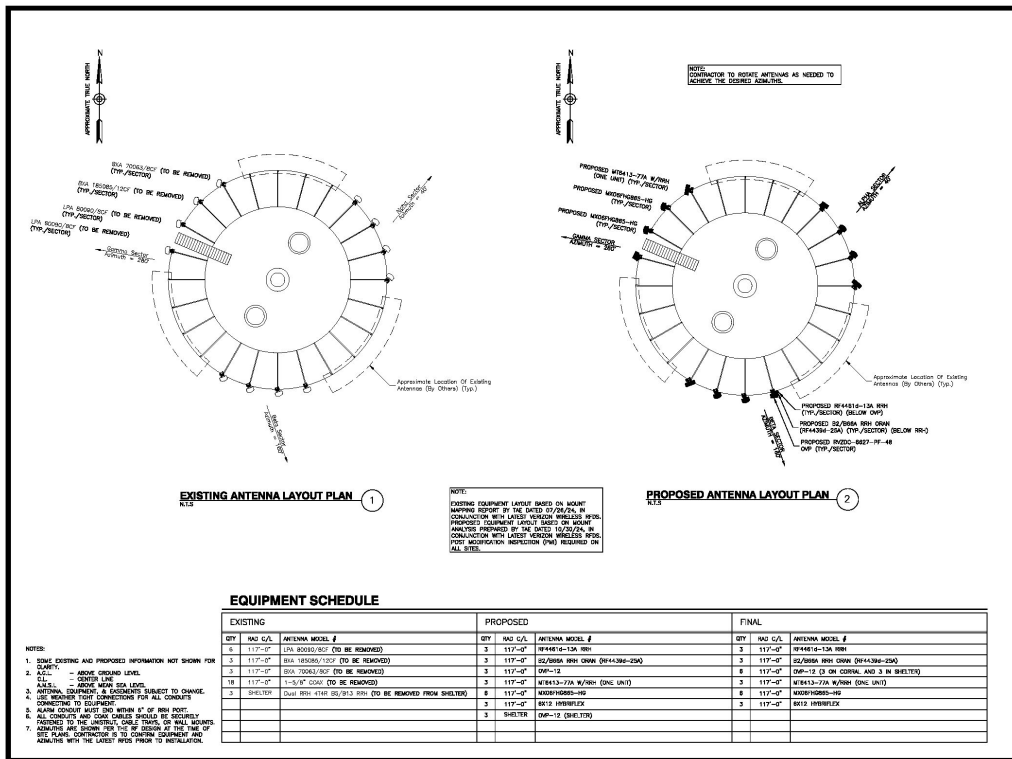
verizon
VERIZON WIRELESS
1831 RADY COURT
FARMINGDALE, VA 23022

BREOMO BLUFF

CONSTRUCTION DRAWINGS

Dewberry
Dewberry Engineers Inc.
1001 East Main Street, Suite 200
Farmington, VA 23042
11/18/24

DRAWN BY: PFM
REVIEWED BY: HES
CHECKED BY: HES
PROJECT NUMBER: 2018815
SITE ADDRESS:
2984 JAMES MADISON HWY
BREOMO BLUFF, VA 23022
SHEET TITLE: SITE PLAN & ELEVATION
SHEET NUMBER: C-1



verizon
VERIZON WIRELESS
1831 RADY COURT
FARMINGDALE, VA 23022

BREOMO BLUFF

CONSTRUCTION DRAWINGS

Dewberry
Dewberry Engineers Inc.
1001 East Main Street, Suite 200
Farmington, VA 23042
11/18/24

DRAWN BY: PFM
REVIEWED BY: HES
CHECKED BY: HES
PROJECT NUMBER: 2018815
SITE ADDRESS:
2984 JAMES MADISON HWY
BREOMO BLUFF, VA 23022
SHEET TITLE: EXISTING & PROPOSED ANTENNA LAYOUT PLAN
SHEET NUMBER: C-2

(Seal)

PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, July 2, 2025, at 7:00 p.m.

Pursuant to Virginia Code Sections 15.2-1427 and 15.2-2204, a Public Hearing will be held Fluvanna County Circuit Court, at 72 Main Street, Palmyra, VA 22963 for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors on the following item:

FIRST AMENDMENT TO THE WATER TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

A COPY OF THE FULL TEXT OF THE LEASE AMENDMENT IS AVAILABLE FOR REVIEW BY THE PUBLIC ON THE COUNTY'S WEBSITE AND IN THE OFFICE OF THE COUNTY ADMINISTRATOR DURING REGULAR OFFICE HOURS.

All interested persons wishing to be heard are invited to attend the public hearing.

TO: Fluvanna Review

Advertise on the following dates: June 19, 2025

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

CONTACT INFORMATION:

Caitlin Solis
Clerk, Board of Supervisors
Fluvanna County
P. O. Box 540
Palmyra, VA 22963
csolis@fluvannacounty.org
434-591-1910
434-591-1913

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

TAB L

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	State-funded Bonuses for Department of Social Services, Registrar's Office, and Electoral Board				
MOTION(s):	<p>1) I move the Board of Supervisors authorize a 1.5% monetary bonus to the Fluvanna County Registrar and to members of the Fluvanna Electoral Board pursuant to § 15.2-1508 of the Code of Virginia.</p> <p>2) I move the Board of Supervisors authorize a 1.5% monetary bonus to eligible employees of the Department of Social Services pursuant to § 15.2-1508 of the Code of Virginia.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Dan Whitten, County Attorney; Kim Mabe, Director of Social Services; Eric Dahl, County Administrator				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve the ordinance				
TIMING:	Ordinance effective after approval				
DISCUSSION:	<ul style="list-style-type: none"> • In May the state budget bill was signed by the Governor; the budget includes a one-time bonus for local Registrars and for members of local Electoral Boards. • VDSS announced a new initiative to recognize and reward Local Departments of Social Services and those employees who consistently exceed expectations in processing Medical Assistance Renewals while also maintaining high-quality standards. • VDSS is implementing a performance-based bonus structure designed to incentivize efficiency and accuracy in reducing Medical Assistance Renewals backlogs. • These bonuses do not require a local funding match. 				
FISCAL IMPACT:	Bonuses will require no local match.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Letter from VA Department of Elections to Fluvanna Registrar and Finance Director, dated June 6, 2025. • Letter from DSS Commissioner to Fluvanna County Administrator dated April 23, 2025. • Resolution approved by DSS Board on May 19, 2025. 				

REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

Resolution

Whereas; the Fluvanna County Department of Social Services is a state supported local agency that provides services to help the children, families, and elderly of Fluvanna County,

Whereas; the Fluvanna County Department of Social Services is administered by the Fluvanna County Social Services Board pursuant to § 15.2-412,

Whereas; the Virginia Department of Social Services is implementing a performance-based bonus structure designed to incentivize efficiency and accuracy in reducing Medical Assistance Renewals backlogs,

Whereas; in order for the Virginia Department of Social Services to distribute these bonuses, each locality must have an ordinance in place authorizing such payments,

Whereas; the County of Fluvanna currently lacks such an ordinance as required to receive said bonuses,

Therefore be it resolved; that the Fluvanna County Social Services Board supports the passage of a local ordinance as required by the Commonwealth for said bonuses,

And be it further resolved; that the Fluvanna County Social Services Board strongly encourages the Fluvanna County Board of Supervisors to direct the County Attorney to draft said ordinance in a timely manner as to qualify for said bonuses,

And be it further resolved; that the Fluvanna County Social Services Board urges the Fluvanna County Board of Supervisors to approve and enact into law said ordinance to help support the dedicated staff of the Fluvanna County Department of Social Services.



COMMONWEALTH of VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
Office of the Commissioner

James Hunter Williams
Commissioner

April 23, 2025

Eric M. Dahl, County Administrator
132 Main Street
Palmyra, VA 22963

Dear Eric Dahl,

I am pleased to announce a new initiative to recognize and reward Local Departments of Social Services and those employees who consistently exceed expectations in processing Medical Assistance Renewals while also maintaining high-quality standards.

The Virginia Department of Social Services is implementing a performance-based bonus structure designed to incentivize efficiency and accuracy in reducing Medical Assistance Renewals backlogs.

In order for VDSS to distribute these bonuses, each locality must have an ordinance in place authorizing such payments.

We are aware that Fluvanna County does not currently have this ordinance. I encourage you to take the necessary steps to amend or enact an ordinance so your locality can distribute performance-based bonuses to eligible employees and the department in accordance with state requirements.

Please note that these bonuses do not require a local funding match, so local budgets will not be impacted!

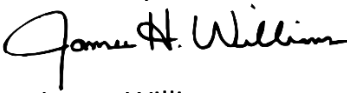
Employees and departments can be rewarded for their hard work and dedication without additional local expense. Furthermore, the Governor's proposed budget for SFY 2026 includes funding for a one-time bonus payment to eligible employees, equal to 1.5 percent of base salary, to be issued on July 1, 2025.

BUT - This bonus is contingent upon the amendment or enactment of a local ordinance authorizing these performance-based payments.

Eric Dahl
April 23, 2025
Page Two

Your local employees play a vital role in ensuring timely and accurate Medical Assistance determinations. We believe this incentive will honor their contributions, help reduce the Medical Assistance Renewal backlog, and most importantly, ensure community members receive the assistance they need promptly. We are ready to provide any guidance or support you may need as you consider this opportunity.

Thank you for your continued leadership and dedication to serving Fluvanna County residents. Please do not hesitate to reach out to Diana Clark, Associate Director, Division of Benefit Programs at diana.clark@dss.virginia.gov, should you require further information or assistance.

Sincerely,

James Williams

cc: Kim Mabe, Director, Fluvanna County Department of Social Services



★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

TO: Joyce Wells Pace and Victoria Melton, Fluvanna County

FROM: Kevin A. Hill
Business Manager
Department of Elections (ELECT)

DATE: June 6, 2025

SUBJECT: 2025-2026 Authorized General Registrar and Local Electoral Board Member Salaries Update for Fluvanna County

The Code of Virginia Chapter 1 (§24.2-108 and §24.2-111) mandates the governing body of each county or city to pay compensation to their general registrar and electoral board members in accordance with the compensation expense plan established in the *Annual Virginia Acts of Assembly*. This correspondence sets the authorized state compensation to be paid to your general registrar and electoral board members effective July 1, 2025 through June 30, 2026 as shown in table 1. The tables include the amount authorized for the period of March 1, 2025 through February 28, 2026 to help with your 2026 reimbursement request. The authorized general registrar salary and electoral board compensation are computed using the latest (Published January 2025) population estimates from the University of Virginia's Weldon Cooper Center for Public Service, Demographics & Workforce.

Authorized Salary for General Registrar

The authorized salary rates for your local general registrar are shown in table 1 and only reflect annual salary as locality's process payrolls differently. Your local governing body will be reimbursed by the Department of Elections for state authorized salary payments to the extent of funds provided in the *Annual Virginia Acts of Assembly*. **The authorized salary takes into account changes made by the General Assembly and Governor to adjust General Registrar salaries by three-percent effective July 1, 2025 and a one-time bonus payment, equal to 1.5 percent of their base salary, on July 1, 2025.**

Your local governing body is also required to provide benefits to the general registrar, deputy registrars and the registrar's staff as provided to other employees of your locality. Local governments are also required to pay the reasonable expenses of the general registrar, including reimbursement for mileage at the rate payable to members of the General Assembly. Reasonable expenses include, but are not limited to, costs for: (i) an adequately trained registrar's staff, including training in the use of computers and technology to the extent provided to other local employees with similar job responsibilities, and reasonable costs for the general registrar to attend annual training offered by the Department of Elections; (ii) adequate training for officers of election; (iii) conducting elections as required; and (iv) voter education. Local governing bodies may supplement the annual salary of the general registrar. However, the supplement, expenses, and mileage of the general registrar, are not reimbursable from the State Treasury.

Electoral Board Authorized Compensation

Table 1 shows the authorized state annual salary rates for your Electoral Board (EB) members. These amounts are to be paid by your local government during the period of July 1, 2025 through June 30, 2026. Also included in the table is the amount authorized for the period of March 1, 2025 through February 28,

2026 to help with your 2026 reimbursement request. The authorized salaries include a three-percent salary increase effective July 1, 2025 and a one-time bonus payment, equal to 1.5 percent of their base salary, on July 1, 2025.

Mileage & Expenses

The governing body of any county or city may pay the secretary of its electoral board additional allowance for expenses as it deems appropriate but there shall be no reimbursement out of the State Treasury for such expenses.

The authorized mileage rate for general registrars, their staff and local electoral board members is to be paid at the rate listed by the federal government at the IRS website (<http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates/>) at the time of travel, counties and cities shall not be reimbursed from State Treasury for mileage paid to general registrars or members of electoral boards.

Reimbursements from State Treasury

Annually, the Department of Elections reimburses your local government for the state authorized salaries based on population paid to the general registrar and your local electoral board members. As stated, the reimbursements will not include local supplements, mileage and expenses of the general registrar or local electoral board only the state authorized amount contingent to the extent of funds provided.

The Appropriations Act permits the governing body of any county or city to pay the secretary of its electoral board additional allowance for expenses as it deems appropriate. However, the Department of Elections will not reimburse the additional allowances.

If you have any questions regarding the above information, please contact the Department of Elections Fiscal staff at (804) 864-8950 or send an email to fiscal@elections.virginia.gov.

cc: General Registrar



★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

		Reimbursement Period (3/1/2025-2/28/2026) – Annual Amounts													Next Reimbursement Period				Reimbursement Period Amount (including Bonus)	Fiscal Year 2026 (FY26) Amount (NOT including Bonus)
		2025-2026 Calendar Year													2026 Calendar Year					
		March FY25	April FY25	May FY25	June FY25	July FY26	Bonus FY26	Aug FY26	Sept FY26	Oct FY26	Nov FY26	Dec FY26	Jan FY26	Feb FY26	March FY26	April FY26	May FY26	June FY26		
GENERAL REGISTRAR		\$8,058	\$8,058	\$8,058	\$8,058	\$8,300	\$1,494	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$8,300	\$100,126	\$99,599
ELECTORAL BOARD	Secretary	\$448	\$448	\$448	\$448	\$462	\$83	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$11,144	\$11,085
	Chairman	\$224	\$224	\$224	\$224	\$231	\$42	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231		
	Vice-Chair	\$224	\$224	\$224	\$224	\$231	\$42	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231		

Table 1: Authorized Salaries (Annual Amounts) – GR and Electoral Board Members for Fluvanna County (51065)

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

TAB M

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors June 18, 2025 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday June 18, 2025, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes June 18, 2025.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom, Fluvanna Courts Building
72 Main Street, Palmyra, VA 22963
June 18, 2025
Regular Meeting 6:00pm**

MEMBERS PRESENT:

Chris Fairchild, Cunningham District, Chair
 Tony O'Brien, Rivanna District, Vice Chair (entered the meeting at 6:03pm)
 Mike Goad, Fork Union District
 Timothy M. Hodge, Palmyra District
 John M. (Mike) Sheridan, Columbia District (entered the meeting at 6:03pm)

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 6:00pm, Chair Fairchild called to order the Regular Meeting of June 18, 2025. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- Mr. Dahl requested the addition of Resolution to Petition the Circuit Court for Issuance of a Writ of Election to the agenda under New Business.

MOTION:	Accept the Agenda, for the June 18, 2025 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	Absent	Absent
RESULT:	3-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- William "Bill" Barber, Public Works Department, Assistant Director of Public Works, Started June 10th
- Magruder J. (M.J.) Fick, EMS Department, Emergency Medical Services Supervisor, Started June 16th
- Jennifer Whistleman, HR Department, Interim Director of Human Resources, Started June 16th
- John Gallagher, IT Department, IT Systems Engineer, Started June 16th
- Jeremy Wood, Sheriff's Office, Deputy, Started June 16th
- Patrick McGee, Sheriff's Office, Deputy, Started June 16th
- Jonathan Pace, Sheriff's Office, Deputy, Started June 16th

Art in the Park and Groovin' at the Grove

- The first Art in the Park was held on June 14 from 10am - 3pm with 18 art vendors and 5 food trucks. This event was previously held in the Village of Palmyra and called Palmyra Arts Festival. There were 400 guest that visited the event. The next Art in the Park will be on September 13.
- Groovin at the Grove held its second concert series of the summer from 4 - 7pm with the Jen Tal band performing. There were 175 guest that attended the event even though there were some rain showers towards the beginning of the event. Thanks to FLDP for operating the beer garden. The next Groovin at the Grove is July 12.

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Jul 2	5:00 PM & 6:00 PM	Regular Meeting	Circuit Court
Wed	Aug 6	5:00 PM	Regular Meeting	Circuit Court
Wed	Aug 20	6:00 PM	Regular Meeting	Circuit Court

5 - PUBLIC COMMENTS #1

At 6:03pm, Chair Fairchild opened the first round of Public Comments.

- Patti Reynard, 3531 Union Mills Rd, commented on rezoning, land use, and Columbia.
- Don Reynard, 3531 Union Mills Rd, commented on the drive-in theater in Fork Union, and Columbia.
- Emily Tatton, introduced herself to the Board and expressed her interest in serving on the Parks and Recreation Advisory Board.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 6:10pm.

6 – BOARDS AND COMMISSIONS

- Ms. Reynard and Mr. Hussey introduced themselves to the Board.

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES	APPT/ REAPPT	BEGINS TERM	ENDS TERM	
JABA Board of Directors – Fluvanna County Representative	Wanda Armstrong (I)	Reappt	July 1, 2025	6/30/2027	
Library Board of Trustees (LBOT) – At-Large	David Harlow (I)	Reappt	July 1, 2025	6/30/2029	
Piedmont Virginia Community College Board (PVCC) – Fluvanna Citizen Representative	Charles Haden Thomas Parrish	Appt	6/18/2025	6/30/2026	
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:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES	APPT/ REAPPT	BEGINS TERM	ENDS TERM	
Parks and Recreation Advisory Board (RAB) – At-Large Parks and Recreation Advisory Board (RAB) – At-Large Parks and Recreation Advisory Board (RAB) – At-Large Parks and Recreation Advisory Board (RAB) – At-Large Parks and Recreation Advisory Board (RAB) – At-Large	Jon Bishop Larson (I) Nelson Cook Jr. (I) Raghvendra Singh (I) Walter Hussey (I) Patricia Beers Block	Reappt Reappt Reappt Reappt Appt	July 1, 2025	6/30/2028	
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7 – PRESENTATIONS

Fork Union Water Supply System Preliminary Engineering Report – Brett Heim, Dewberry Engineers

- Virginia Electric and Power Company (VEPCO) received a Special Use Permit (SUP) and Conditional Rezoning approval on June 25, 2021 to construct a lined sanitary landfill in order to dispose of the Coal Combustion Residuals (CCR) on the property adjacent to the former Bremono Power Station, which could affect existing ground water wells within a 1.5 mile radius of the Power Station, including two Fork Union Sanitary District (FUSD) wells and private wells.
- Because of the potential impact to the use of FUSD public water system wells, Fluvanna County will need to construct a new water supply system and allow the affected areas to access this system if they choose to.
- As part of the SUP and Conditional Rezoning approval, VEPCO proffered \$47,148,330 for these water supply improvements.
- The raw water source for this new Fork Union Water Supply System will come from the County’s portion of water from the James River Water Authority system.
- The County entered into a project agreement with our engineers Dewberry to begin the water supply system evaluation with a Preliminary Engineering Report, which will evaluate and provide recommendations for a proposed water system to provide a safe and reliable potable water source for residents and businesses within FUSD.
- The presentation summarized the findings of the Preliminary Engineering Report, and discussed the Value Engineering Executive Summary to review cost saving measures to meet the Dominion Energy proffer amount of \$47M.
- The timeline of the project includes:
 - o Preliminary Engineering Report – completed May 2025 and approved by VDH
 - o Engineering and Permitting: 1.5 – 2 years
 - o Pilot study

- Schedule driver will likely be easement acquisition (~180 easements)
- Advertisement for bid: ~2027
- Construction: 2 – 3 years ~2030

9 - PUBLIC HEARING

Public Hearing an Ordinance Amendment to Amend §§ 20-13-3, 20-13-5, 20-13-6, 20-13-7, 20-13-10, and 20-13-11 and enacting § 20-13-15 regarding the Food and Beverage Tax – Dan Whitten, County Attorney

- Fifty percent (50%) of the revenues collected from the county's food and beverage tax shall be used solely for public school construction projects in accordance with the policy approved by the Board of Supervisors on May 21, 2025.
- The ordinance would authorize sellers to deduct three percent of the amount owed for the food and beverage tax, not to exceed \$100, to compensate for the collection and reporting of such taxes. If sellers are paying the food and beverage tax to the Treasurer, they are required to pay an approximately 3% credit card fee.
- The ordinance would clarify that mobile food units shall collect the food and beverage tax even when they are selling at farmers markets.
- The ordinance would clarify the duties of the Treasurer and Commissioner of Revenue regarding the administration of the tax.
- Authorized by VA Code § 58.1-3833

At 7:11pm, Chair Fairchild opened the Public Hearing.

- Patti Reynard, 3531 Union Mills Rd, spoke in opposition to the ordinance amendment.

With no one else wishing to speak, Chair Fairchild closed the Public Hearing at 7:13pm.

MOTION:	Approve amendments to the County Code by amending §§ 20-13-3, 20-13-5, 20-13-6, 20-13-7, 20-13-10, and 20-13-11 and enacting § 20-13-15.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ZTA 25:05 – Amendment to the Fluvanna County Zoning Ordinance by adding §§ 22-1-3 to identify the County's GIS Map as the official zoning map of Fluvanna County – Jason Overstreet, Senior Planner

- This proposed ZTA will amend the Fluvanna County Code by adding section § 22-1-3 in order to identify the County's GIS map as the official Zoning Map of Fluvanna County.
- Fluvanna County Code currently does not define / identify the official Zoning Map
- Recommended for approval by Planning Commission on 5/13/2025 by a 5-0 vote.
- **Sec. 22-1-3. – Zoning Map**

The zoning map is composed of the digital GIS map, which is maintained by the Department of Planning and Zoning, and is incorporated by reference as part of this chapter. The zoning map is the available on the Fluvanna County website for public access. The location and boundaries of the districts created by this chapter are hereby established as shown on the zoning map. The zoning map also includes references to case numbers for rezonings, special use permits, site development plans, and other zoning cases processed by the County.

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

MOTION:	Approve ZTA 25:05, an ordinance to amend and reordain "The Code of the County of Fluvanna, Virginia" by amending § 22-1-3 to identify the County's GIS Map as the official zoning map of Fluvanna County.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7 – PRESENTATIONS

James River Water Authority Update – Eric Dahl, County Administrator

Timeline (current)

- Spring 2024 - Waterline construction began spring 2024
- Spring 2024 - Army Corp Permit issued – needed for Cultural Resource work
- Fall 2024 - Phase III MOA approval (coordination with Army Corp, Monacan Indian Nation and other interested state agencies) – needed for Cultural Resource work
- Fall 2024 - Cultural Resource field work began
- Spring 2025 - Cultural Resource field work and reports complete
- Summer 2025 – Rivanna River crossing and Wet Well construction begins

Timeline (future)

- Spring 2026 – Wet Well construction complete
- Spring 2026 – Pump Station construction begins
- Summer 2027 – Pump Station construction complete
- Fall 2024 – Punchlist and Owner Training
- Fall 2024 - Final Completion – October 4, 2027

Costs

Based Upon a Construction Completion Date of September 29, 2026

Revenues

VRA Series 2024A - Principal	\$ 23,966,247.65
VRA Series 2024A - Interest	\$ 1,715,353.81
Total Outstanding Proceeds (6/5/25)	\$ 25,681,601.46

Expenses

		Notes
Faulconer Construction	\$ 20,883,545.25	Existing Contract Amount
Dewberry - Construction Insp & Mgmt	\$ 474,800.00	Existing Contract Amount
Goodwin & Associates - Cultural Resources	\$ 856,238.30	Existing Contract Amount
Timmons Group (Task 8-11)	\$ 94,989.75	Existing Approved Budget
Dominion Energy - One-Time Capital Facility Charge	\$ 21,000.00	Prelim Amount
Faulconer Construction - Dominion Power Conduit Plan	\$ 172,444.02	Proposal
AquaLaw - estimate	\$ 36,000.00	\$2K/month X 18 months
GAI - estimate	\$ 18,000.00	\$1K/month X 18 months
Total Outstanding Expenses	\$ 22,557,017.32	

Excess Proceeds After Outstanding Expenses \$ 3,124,584.14

Current Proposed Construction Completion Date October 4, 2027

Additional Time Costs

Faulconer Construction - Change Order	\$ 979,305.00	
Dewberry - add'l services	\$ 448,000.00	14 Months
AquaLaw - estimate	\$ 28,000.00	\$2K/month X 14 months
GAI - estimate	\$ 14,000.00	\$1K/month X 14 months
Add'l Time Costs Total	\$ 1,469,305.00	

Excess Proceeds After Expenses (incl. Change Orders) \$ 1,655,279.14

James River Water Authority Fluvanna Citizen Representative – Eric Dahl, County Administrator

Appointment History

- Joe Chesser – resigned Sept 2023, term exp: Dec 31, 2025
- Patricia Eager appointed Sept 6, 2023 to fill unexpired term; resigned June 2025.
- New appointment would complete the unexpired term, expiration Dec 31, 2025.
 - o The individuals listed above served as Fluvanna County Board of Supervisors while also serving on the James River Water Authority (JRWA) board. After they left their Fluvanna County Board of Supervisors seats, they remained on the JRWA Board until they resigned.
 - o For the Louisa County representatives on the JRWA, they have a Louisa County Board of Supervisor and a citizen representative.
- The decision before the Fluvanna County Board of Supervisors is to either appointment a Board of Supervisor to the JRWA or open it up for citizen representatives.
- After some discussion, Mr. O’Brien nominated Mr. Sheridan as the JRWA Citizen Representative.

MOTION:	Approve the decision to appoint John M. Sheridan to the James River Water Authority Fluvanna – Citizen Representative position with a term to begin June 18, 2025, through December 31, 2025.				
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

Authorization to Advertise State-funded Bonuses for Registrar’s Office, Electoral Board – Dan Whitten, County Attorney

- In May the state budget bill was signed by the Governor; the budget includes a one-time bonus for local Registrars, and for members of local Electoral Boards.

- These bonuses do not require a local funding match; Fluvanna County will be reimbursed by the state Department of Elections for authorized salary payments, which include these bonuses.

MOTION:	Ratify the authorization to advertise an ordinance for a public hearing to be held July 2, 2025 authorizing monetary bonuses to the Fluvanna County Registrar and to members of the Fluvanna Electoral Board pursuant to § 15.2-1508 of the Code of Virginia.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Board of Supervisors Salary – Eric Dahl, County Administrator

On May 17, 2023, a proposal for Board of Supervisor salary increases were last discussed and would have been effective for January 1, 2024. The motion for the salary increase failed for lack of a second.

Board of Supervisor salaries were last increased on June 16, 2021. The Board voted 3-2 (Eager, Weaver) to increase the pay of Supervisors, effective January 1, 2022, to:

Position	New Monthly	New Annual
Chair	\$901	\$10,812
Vice-Chair	\$848	\$10,176
Members	\$795	\$ 9,540

Board of Supervisor Salary History

Position	2022	2020	2008
Chair	\$10,812	\$10,200	\$9,000
Vice-Chair	\$10,176	\$ 9,600	\$8,400
Members	\$ 9,540	\$ 9,000	\$7,800

A review of FY25 salaries for Board of Supervisors of surrounding and similar sized counties in the Commonwealth shows the following:

Group	July 1, 2024 Est. Pop.*	Chair	BoS	Chair Per Capita	BoS Per Capita
7 Local Comp. Counties Avg.	22,487	\$11,441	\$ 9,892	\$0.51	\$0.44
21 Counties 20K-35K Pop. Avg.	28,596	\$10,621	\$ 9,214	\$0.37	\$0.32
All 28 Counties Average	25,542	\$10,826	\$ 9,383	\$0.42	\$0.37
Fluvanna - Current	28,382	\$10,812	\$ 9,540	\$0.38	\$0.34

For previous Board of Supervisor salary increases, the methodology has been to adjust salaries based upon the average amount for Chair/BOS or to adjust by per capita amounts. The “All 28 Counties Average” from the chart above has been the primary counties to compare with (all County comparisons are included in the attached document).

1. If you use the average annual amounts for the “All 28 Counties Average”, it shows a \$14 annual increase for the Chair and no increase for other BOS from the “Fluvanna – Current”.
2. If you use the per capita amounts for the “All 28 Counties Average”, the average difference between “Fluvanna - Current” per capita amounts (\$0.38 Chair and \$0.34 BOS) and the “All 28 Counties Average” per capita amounts (\$0.42 Chair and \$0.37 BOS) is 9.65%. The change of a 9.65% increase is reflected below:

Position	Current Annual	New Annual
Chair	\$10,812	\$11,855
Vice-Chair	\$10,176	\$11,158
Members	\$ 9,540	\$10,461

If the board decides to take action, the proposed pay increases and timing thereof complies with Virginia Code § 15.2-1414.2 - Salaries to be fixed by board; limits; reimbursement in addition to salary.

MOTION:	Approve the pay increase for each Fluvanna County Board of Supervisors’ to the new pay rates with an increase of 31.5% with such increase to be effective January 1, 2026 and the amount to come from the FY26 BOS Contingency.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion	Second	
VOTE:	No	No	Yes	Yes	Yes
RESULT:	3-2				

10 - CONSENT AGENDA

The following items were approved under the Consent Agenda for June 18, 2025:

- *Minutes of May 21, 2025* – Caitlin Solis, Clerk to the Board
- *Minutes of June 4, 2025* – Caitlin Solis, Clerk to the Board
- *FY25 Voluntary Contributions* – Theresa McAllister, Management Analyst
- *Environmental Monitoring and Reporting Services for County Landfill* – Dan Whitten, County Attorney

MOTION:	Approve the consent agenda, for the June 18, 2025 Board of Supervisors 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				

11 - UNFINISHED BUSINESS

Employee Survey – Mr. Goad asked about the status of the Employee Survey. Mr. Whitten gave a brief update on the status of the contract approval process.

12 - NEW BUSINESS

Resolution to Petition the Circuit Court for Issuance of a Writ of Election – Dan Whitten, County Attorney

- The Commissioner of Revenue Andrew M. Sheridan will be retiring effective December 31, 2025.
- The Board can file a petition for a Writ of Election pursuant to Virginia Code Sec. 24.2-228.1 to fill the vacancy from January 1, 2026 until December 31, 2027.
- The Board is requesting that the special election be held on the same date as the regularly scheduled general election on November 4, 2025.

MOTION:	Approve the resolution to petition the Circuit Court for Issuance of a Writ of Election to hold a special election for Commissioner of Revenue of Fluvanna County.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Personal Property Tax Relief – Mr. Goad asked if there was a way to reduce the value of personal property tax assessment other than the high mileage. Mr. Whitten confirmed that there is only the high mileage discount.

Real Estate Assessment – The Board asked staff to look into when other localities’ Board of Equalizations meet and possibly extending the end date of the Fluvanna County Board of Equalization.

Real Estate Rezoning effective date – the Board briefly discussed when rezoning tax rates go into effect; and asked if the Commissioner of the Revenue could clarify when the tax rates go into effect for properties that have been rezoned.

13 - PUBLIC COMMENTS #2

At 8:32pm, 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 8:32pm.

14 - CLOSED MEETING

None.

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, June 18, 2025 at 8:33pm.				
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

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA,
VIRGINIA” BY ADDING §22-1-3 TO IDENTIFY THE COUNTY’S GIS MAP AS THE OFFICIAL
ZONING MAP OF FLUVANNA COUNTY.

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

- (1) *That the Code of the County of Fluvanna, Virginia is amended by adding § 22-1-3 as follows:*

CHAPTER 22 ZONING

ARTICLE 1. - IN GENERAL

Sec. 22-1-1. - Title.

This chapter shall be known and may be cited as "The Zoning Ordinance of the County of Fluvanna, Virginia."

State Law reference— For state law as to zoning, see Code of Va., § 15.2-2280 et seq.

Sec. 22-1-2. - Purpose.

This chapter, together with the accompanying map, is adopted for the purpose of promoting the health, safety, or general welfare of the public and of further accomplishing the objectives of section 15.2-2283 of the Code of Virginia. This chapter has been designed (1) to provide for adequate light, air, convenience of access, and safety from fire, flood, impounding structure failure, crime and other dangers; (2) to reduce or prevent congestion in the public streets; (3) to facilitate the creation of a convenient, attractive and harmonious community; (4) to expedite the provision of adequate police and fire protection, disaster evacuation, civil defense, transportation, water, sewerage, flood protection, schools, parks, forests, playgrounds, recreational facilities, and other public requirements; (5) to protect against destruction of or encroachment upon historic areas; (6) to protect against one or more of the following: overcrowding of land, undue density of population in relation to the community facilities existing or available, obstruction of light and air, danger and congestion in travel and transportation, or loss of life, health or property from fire, flood, impounding structure failure, panic or other dangers; (7) to encourage economic development activities that provide desirable employment and enlarge the tax base; (8) to provide for the preservation of agricultural and forestal lands and other lands of significance for the protection of the natural environment; and (9) to promote the creation and preservation of affordable housing suitable for meeting the current and future needs of the locality as well as a reasonable proportion of the current and future needs of the planning district within which the County is situated.

Sec. 22-1-3. – Zoning Map

The zoning map is composed of the digital GIS map, which is maintained by the Department of Planning and Zoning, and is incorporated by reference as part of this chapter. The zoning map is available on the Fluvanna County website for public access. The location and boundaries of the districts created by this chapter are hereby established as shown on the zoning map. The zoning map also includes references to case numbers for rezonings, special use permits, site development plans, and other zoning cases processed by the County.

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

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY AMENDING §§ 20-13-3, 20-13-5, 20-13-6, 20-13-7, 20-13-10, AND 20-13-11 AND ENACTING § 20-13-15 TO CLARIFY THAT MOBILE FOOD UNITS SHALL COLLECT THE FOOD AND BEVERAGE TAX AND TO AUTHORIZE 50 PERCENT OF THE REVENUE FROM THE FOOD AND BEVERAGE TAX TO BE USED SOLELY FOR PUBLIC SCHOOL CONSTRUCTION PROJECTS IN ACCORDANCE WITH A POLICY APPROVED BY THE BOARD OF SUPERVISORS AND TO ALLOW THE SELLER TO DEDUCT 3% OF THE AMOUNT OF TAX DUE TO COMPENSATE SELLERS FOR THE COLLECTION OF THE TAX

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

(1) That The Code of the County of Fluvanna, Virginia is amended by amending §§ 20-13-3, 20-13-5, 20-13-6, 20-13-7, 20-13-10, and 20-13-11 and enacting 20-13-15, as follows:

CHAPTER 20 TAXATION

ARTICLE 13. – FOOD AND BEVERAGE TAX

Sec. 20-13-1. Definitions.

The words and phrases used in this article, shall have, for the purposes of this article, the meanings set forth in Virginia Code Sec. 58.1-3833, as the same may be amended from time to time.

Sec. 20-13-2. Levy of tax; amount.

In addition to all other taxes and fees of any kind now or hereafter imposed by law, a tax is hereby levied and imposed on the purchaser of all food and beverages served, sold or delivered for human consumption in the County in or from a restaurant, whether prepared in such restaurant or not, or prepared by a caterer. Grocery stores and convenience stores selling prepared foods ready for human consumption at a delicatessen counter shall be subject to the tax, for that portion of the grocery store or convenience store selling such items. The rate of this tax shall be four percent (4%) of the amount paid for such food or beverage. In the computation of this tax, any fraction of one-half cent (\$0.005) or more shall be treated as one cent (\$0.01).

Sec. 20-13-3. Exemptions.

The tax levied under this article shall not apply to food and beverages served, sold or delivered which are declared to be exempt pursuant to Virginia Code Sec. 58.1-3833, subsections A. and C., as the same may be amended from time to time. **However, the exemption from the tax detailed in Virginia Code Sec. 58.1-3833(A)(1)(xi) shall not apply to food and beverages served or sold from a mobile food unit, as defined in Virginia Code Sec. 58.1-3715.1.**

Sec. 20-13-4. Payment and collection of tax.

Every seller of food with respect to which a tax is levied under this article shall collect the amount of tax imposed under this article from the purchaser on whom the same is levied at the time payment for such food becomes due and payable, whether payment is to be made in cash or on credit by means of a credit card or otherwise. The amount of tax owed by the purchaser shall be added to the cost of the food and beverages by the seller who shall pay the taxes collected to the County as provided in this article. Taxes collected by the seller shall be held in trust by the seller until remitted to the County.

Sec. 20-13-5. Use of food and beverage tax revenues.

Fifty percent (50%) of the revenues collected from the county's food and beverage tax shall be used solely for public school construction projects **in accordance with a policy approved by the Board of Supervisors.**

Sec. 20-13-6. Reports and remittances generally.

Every seller of food with respect to which a tax is levied under this article shall make out a report, upon such forms and setting forth such information as the **Commissioner of Revenue** ~~Treasurer~~ may prescribe and require, showing the amount of food charges collected and the tax required to be collected, ~~and~~ **The seller** shall sign and deliver such report to the Treasurer with a remittance of such tax. It shall be presumed that all food served, sold or delivered in the County in or from a restaurant is taxable under this article and the burden shall be

upon the seller of food to establish by records what food is not taxable. Such reports and remittance shall be made on or before the twentieth day of each month, covering the amount of tax collected during the preceding month.

Sec. 20-13-7. Preservation of records.

It shall be the duty of any seller of food liable for collection and remittance of the taxes imposed by this article to keep and preserve for a period of three (3) years records showing gross sales of all food and beverages, the amount charged the purchaser for each such purchase, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this article. The Treasurer **and the Commissioner of Revenue** shall have the power to examine such records at reasonable times and without unreasonable interference with the business of the seller for the purpose of administering and enforcing the provisions of this article and to make copies of all or any parts thereof.

Sec. 20-13-8. Duty of seller when going out of business.

Whenever any seller required to collect or pay to the County a tax under this article shall cease to operate or otherwise dispose of his business, any tax payable under this article shall become immediately due and payable and such person shall immediately make a report and pay the tax due.

Sec. 20-13-9. Advertising payment or absorption of tax prohibited.

No seller shall advertise or hold out to the public in any manner, directly or indirectly, that all or any part of the tax imposed under this article will be paid or absorbed by the seller or anyone else, or that the seller or anyone else will relieve the purchaser of the payment of all or any part of the tax.

Sec. 20-13-10. Enforcement; duty of Commissioner of Revenue

It shall be the duty of the Commissioner of Revenue to ascertain the name of every seller liable for the collection of the tax imposed by this article. The Commissioner of Revenue shall have all of the enforcement powers as authorized by article 1, chapter 31 of title 58.1 of the Code of Virginia (Code of Virginia, § 58.1-3100) for the purposes of this article.

Sec. 20-13-11. Enforcement; duty of Treasurer.

The Treasurer shall have the power and the duty of collecting the taxes imposed and levied hereunder and shall cause the same to be paid into the general treasury for the County. ~~It shall also be the duty of the Treasurer to ascertain the name of every seller liable for the collection of the tax imposed by this article who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article.~~ The Treasurer shall have all of the enforcement powers as authorized by Article 2, Chapter 31 of Title 58.1 of the Code of Virginia **to proceed against any seller who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article.** ~~for purposes of this article.~~ In so acting, the Treasurer may promulgate reasonable rules and regulations for the interpretation, administration and enforcement of this article.

Sec. 20-13-12. Procedure upon failure to collect, report, etc.

If any seller whose duty it is to do so shall fail or refuse to collect the tax imposed under this article and to make, within the time provided in this article, the reports and remittances mentioned in this article, the Treasurer shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the Treasurer shall procure such facts and information as he is able to obtain upon which to base the assessment of any tax payable by any seller who has failed or refused to collect such tax and to make such report and remittance, he shall proceed to determine and assess against such seller the tax and penalties provided for by this article and shall notify such seller, by registered mail sent to his last known place of address, of the total amount of such tax and penalties and the total amount thereof shall be payable within ten (10) days from the date such notice is sent.

Sec. 20-13-13. Penalty for late remittance or false return.

A. If any seller whose duty it is to do so shall fail or refuse to remit to the Treasurer the tax required to be collected and paid under this article within the time and in the amount specified in this article, there shall be added to such tax by the Treasurer a penalty in the amount of ten percent (10%) of the total amount of the tax owed if the failure is not for more than one month, with an additional penalty of five percent (5%) of the total amount of

the tax owed for each additional month or fraction thereof during which the failure continues, such penalty not to exceed twenty-five percent (25%) of the taxes collected but not remitted, provided, however, the minimum penalty shall be ten dollars (\$10.00), or the amount of the tax assessable, whichever is less.

B. If any seller whose duty it is to do so shall fail or refuse to file any return required by this article within the time specified in this article, there shall be added to such tax by the Treasurer a penalty in the amount of ten percent (10%) of the tax assessable on such return or \$10, whichever is greater; provided, however, that the penalty shall in no case exceed the amount of the tax assessable.

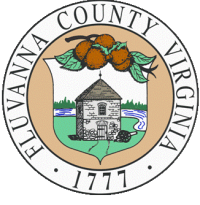
Sec. 20-13-14. Violations of article.

Any corporate or partnership officer as defined in Virginia Code § 58.1-3906, or any other person required to collect, account for and pay over tax under this article, who willfully fails to collect or truthfully account for and pay over such tax, and any person who willfully evades or attempts to evade any such tax or payment thereof, shall be punished in accordance with Sec. 1-10 of this Code. Conviction of such violation shall not relieve any person from the payment, collection or remittance of the taxes or penalties provided for in this article. Any agreement by any person to pay the taxes or penalties provided for in this article by a series of installment payments shall not relieve any person of criminal liability for violation of this article until the full amount of taxes and penalties agreed to be paid by such person is received by the Treasurer.

Sec. 20-13-15. Deduction for seller.

For the purpose of compensating sellers for the collection of the tax imposed by this article, every seller shall be allowed three percent (3%) of the amount of the tax due and accounted for in the form of a deduction on his monthly return not to exceed one hundred dollars (\$100.00) per monthly return; provided, the full amount shall be due if any part of the payment is delinquent at the time of payment.

(2) That the Ordinance shall be effective on August 1, 2025.



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 15-2025

A RESOLUTION TO PETITION THE CIRCUIT COURT FOR ISSUANCE OF A WRIT OF ELECTION TO HOLD A SPECIAL ELECTION FOR COMMISSIONER OF REVENUE OF FLUVANNA COUNTY

WHEREAS, the Commissioner of Revenue, Andrew M. (Mel) Sheridan, a duly-elected constitutional officer, advised the Board of Supervisors of his intent to retire from office effective December 31, 2025; and

WHEREAS, the Code of Virginia 1950, as amended, § 24.2-228.1(C) provides that the governing body shall, after receiving a written notice of resignation, petition the Circuit Court for a writ of election to fill the vacancy of a constitutional office;

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fluvanna County (the "Board") does hereby direct the County Attorney to petition the Circuit Court on behalf of the Board, requesting issuance of a writ of election calling for a special election to be held at the same time as the general election scheduled for November 4, 2025, for Commissioner of Revenue of Fluvanna County, and said writ to be forwarded to the State Board of Elections.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 18th day of June, 2025:

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

Attest:

Christopher Fairchild, Chair
Fluvanna County Board of Supervisors

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

TAB N

MEETING DATE:	Tuesday, July 2, 2025				
AGENDA TITLE:	Virginia Department of Emergency Management FY'26 PSAP Grant Program for NG911 additional funding grant program.				
MOTION(s):	<p>1) I move to authorize submission of the Virginia Department of Emergency Management (VDEM) FY'26 PSAP Grant Program for NG911 Additional funding grant application and if awarded, accept an award in the amount of up to \$150,000 to fund one-time staff recognition bonuses for the Sheriff's Office E911 Center staff, ESnet monthly payments, computer refreshes, backup internet/cell phones, public education supplies, and dispatch chair replacements.</p> <p>2) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize staff recognition payments, goods, and services from the FY'26 E 9-1-1 operating budget in the amount up to \$150,000 by Finance. Which will be reimbursed by VDEM after expenditure if the grant is approved.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Michael R. Grandstaff, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
PRESENTER(S):	Michael R. Grandstaff, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
RECOMMENDATION:	Ratify and accept the Virginia Department of Emergency Management FY'26 PSAP Grant Program for NG911 additional funding grant program				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> • Grant funds will be used for: • a one-time PSAP staffing recognition bonus in the amount of \$2,500 for each full-time certified Communications Division employee and \$1,250 for each part-time certified Communications Division Employee \$48,750 • 12 Months of the AT&T Esi-net E911 Bill \$66,749.88 • 12 Months of Starlink backup internet and 4 backup cell phones for the E911 center \$6,600 • 6 – 24/7 Heavy duty dispatch chairs - \$6,600 • CAD/VCIN/Training computer/monitor replacements \$22,500 • PSAP branded public education supplies \$2,000 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • State grant award up to \$150,000. • Award period: July 1 2025 to June 30 2025. • No additional match funding is required. <p>No extensions are allowed.</p>				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	This is a new one-time additional NG911 funding grant, no history, Fluvanna County has received annual education grants and a one-time recognition grant from VDEM.				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FY26 PSAP GRANT APPLICATION FOR THE CONSOLIDATION, REGIONAL ENHANCEMENT, AND NG911 ADDITIONAL FUNDING GRANT PROGRAM

Check the boxes to apply for the programs. Submit the completed grant application and supporting documentation to **vdem.emgrants.com**. Contact **PSAPGrants@vdem.virginia.gov** for assistance. Incomplete applications will not be accepted for consideration

Application

PSAP/HOST PSAP NAME:

Select one of the following:

Consolidation Regional Enhancement Additional NG9-1-1 Funding

List a general description of the type of expense requested and estimated cost. Examples may include: consultant, architecture and design, furniture, hardware, a specific software, net clock, recruitment/retention, delta costs. Reference each guideline for examples and details.

General Description	Est. Cost
---------------------	-----------

Total amount requested:

These programs require additional documentation. In a separate document, provide responses to the following items related to the type of project for which you are seeking funding and submit it with this application:

Consolidation

- Indicate how a consolidation would take place and improve services.
- How would the consolidated PSAP be organized and staffed?
- What services will the consolidated PSAP perform?
- Indicate how consolidated PSAP policies should be made and changed.
- What changes or improvements should be made to inter-communications among the local governments participating in the consolidation in order to better support operations?
- Discuss the sustainability of the consolidation project during the proposed term of the project and for the foreseeable future.
- Describe how this consolidation project helps participating PSAPs to meet the minimum 9-1-1 capabilities and services defined in Virginia's 9-1-1 standards document.

Regional Enhancement

- What is the relationship of the participating PSAPs to the proposed enhancement project?
- Identify intended collaborative efforts between participating PSAPs.
- Identify how resource sharing will take place.
- How does the enhancement project impact the operational or strategic plans of the participating PSAPs?
- Describe how this project helps participating PSAPs to meet the minimum 9-1-1 capabilities and services defined in Virginia's 9-1-1 standards document.

Additional NG9-1-1 Funding

- PSAP Equipment
- Recruitment/retention/wellness
- CAD to CAD
- Training/professional development
- Refer to Guidelines for more information

By checking this box, I acknowledge that I have read and understand the program requirements and that I understand the program metrics and requirements for reimbursement.

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

TAB O

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Virginia Department of Fire Programs FY26 Firefighter Personal Protective Equipment Grant				
MOTION(s):	<p>1) I move to authorize the submission of the Virginia Department of Fire Programs (VDFP) FY26 Firefighter Personal Protective Equipment grant application, and if awarded, accept and award up to \$100,000 to fund the purchase of PPE for Firefighters.</p> <p>2) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Director of Finance				
PRESENTER(S):	Tori Melton, Director of Finance Andrew Pullen, Chief of Kents Store Vol. Fire Department				
RECOMMENDATION:	Approval of the VDFP PPE grant				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The purpose of this grant program is to enhance fire department’s capabilities by lessening their economic burden. The grant allocation will prioritize localities (Cities and Counties) that score above average or high on the Virginia Department of Housing and Community development (DHCD) fiscal stress index and are classified as double-distressed according to the Virginia Economic Development Partnership’s (VEDP). • Grant funds will be split between all Volunteer Fire Companies for the purchase of turnout gear and self-contained breathing apparatus (SCBA). • The maximum allowable amount of any PPE-Grant shall be \$100,000 per jurisdiction. • Grant Application period July 1, 2025 – August 31, 2025 • No additional match funding is required 				
FISCAL IMPACT:	VDFP grant award up to \$100,000				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				

ENCLOSURES:	Firefighter Personal Protective Equipment Grant Program Guid				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT GRANT PROGRAM



A grant to provide firefighter personal protective equipment and self-contained breathing apparatus

VIRGINIA DEPARTMENT OF FIRE PROGRAMS

and the

Virginia Fire Services Board

1005 Technology Park Drive
Glen Allen, Virginia 23059-4500

Tel: (804) 249-1958

Fax: (804) 371-3358

1. PURPOSE and AUTHORITY

This policy document describes the practices by which the Virginia Department of Fire Programs (VDFP or the Agency) executes the administration of funds, as approved by the Virginia Fire Services Board (VFSB or the Board), related to the Firefighter Personal Protective Equipment (PPE) Grant Program pursuant to § 38.2-401 and the adopted budget (2024-2026 Virginia Budget Item 406A).

2. ELIGIBILITY AND AWARD CRITERIA

The eligibility of localities and the awarding of grants through the Firefighter PPE Grant Program Assistance will be determined based on the following criteria:

The grant allocation will prioritize localities that:

1. Score above average or high on the Virginia Department of Housing and Community Development's (DHCD) fiscal stress index, and are classified as double-distressed according to the Virginia Economic Development Partnership's (VEDP) Commonwealth Opportunity Funds Distressed Localities Assessment according to the latest published edition during the grant application period.
2. Demonstrate a clear need for protective non-vehicular equipment. Each locality receiving funding must report to the Department on how the allocated funds are intended to be used.

The review of funding requests will be based on the following criteria:

- Previous grant history
- Completeness of the application
- Timeliness of the application submission
- The impact if the grant is not awarded
- The number of programs affected
- Demonstrated need for funding

Funds will be prioritized for primary sets of personal protective equipment.

The Virginia Fire Services Board will determine the individual award amounts for the Firefighter PPE Grant Program based on evaluations and recommendations from the Virginia Department of Fire Programs (VDFP) in accordance with the criteria outlined above. VDFP will assess applications based on the quality of the application and the supporting documentation related to the objectives of the grant program. The Virginia Department of Fire Programs reserves the right to verify any or all information provided in the application the Administration, Policy, and Finance Committee will receive the individual applications along with VDFP's recommendations for review and acceptance.

3. DEFINITION OF TERMS

“Eligible equipment” means structural firefighter personnel protective equipment and self-contained breathing apparatus.

“Self-contained breathing apparatus” means a respirator worn to provide an autonomous supply of breathable gas in an atmosphere that is immediately dangerous to life or health from a gas cylinder.

“Structural firefighter personnel protective equipment” commonly referred to as turnout gear or bunker gear, means the protective ensemble utilized by a firefighter in the performance of their duties at a fire. This includes boots, pants, jackets, helmets, Nomex hoods, and other protective equipment.

4. PRECEDENCE OF LAW & DISCLAIMER

Nothing contained within this document shall be construed to supersede the Code of Virginia. In the event of a conflict, the Code of Virginia shall supersede the conflicting provision of this Policy document.

5. GRANT APPLICATION

The requesting locality shall submit a completed application by the required deadline. Such form to be executed by the:

- County Administrator / Executive, City Manager, Town Mayor / Town Administrator; Deputy or...
- Other duly authorized official whereby the application is accompanied by a copy of an ‘Ordinance’ or other such formal instrument clearly granting that party such authority.

Only those applications submitted by a locality will be accepted for consideration.

No single locality (city, town or county) shall be eligible for more than one award per grant cycle.

Required Supporting Documentation to the Application

- Any quotes/price information
- Current Inventory to include age of the existing inventory.

As available each fiscal period year, the application period for the Virginia Fire Services Board Firefighter PPE Grant Program shall be from July 1st through August 31st inclusive; for receipt at:

Grants Unit
Virginia Department of Fire Programs
Attn: Firefighter PPE Grant Program
1005 Technology Park Drive
Glen Allen, VA 23059-4500

Completed applications must be postmarked by August 31st.

6. REPORTING

Grant projects shall be completed within twelve (12) months following receipt of an award. No funds shall be carried over and all funds shall be spent during the twelve-month period. Awarded localities shall submit a written report to VDFP within thirty (30) days of the conclusion of the grant's twelve (12) month cycle. This report shall describe the fund's use and benefit to fire services agencies and/or the community served by such organizations. It will also allow the localities to comment on the Virginia Fire Services Board Firefighter PPE Grant Program. Additionally, within 30-calendar days after the conclusion of the grant term, all unexpended funds – including any interest accrual remaining – shall be returned to VDFP.

1. Return of Unexpended Funds by Check: Funds being returned to the Agency via a check:

- Must be made payable to the Treasurer of Virginia, and
- Forwarded to the attention of the Agency at the address specified in [H] above. (Funds are NOT to be sent directly to the Treasurer's Office or any other State agency.)

2. Direct Deposit: Funds may also be returned to the Agency via electronic transfer as may be provided for within the contractual agreement among parties.

7. DISBURSEMENTS FROM THE PROGRAM

1. Jurisdictions Eligible – Eligibility is restricted to jurisdictions within the Commonwealth of Virginia as provided in Code of Virginia [38.2-401.B](#). Fire Departments or fire service organizations are **not eligible** to directly receive funds from the program.
2. Maximum Allocations – The Virginia Fire Services Board determined that each locality shall receive a maximum allocation in a single fiscal year of \$100,000 from the program.
3. Authorized Use of Funds – Pursuant to the adopted budget, funds from the program shall only be used to purchase eligible equipment as defined according to policies developed by the Virginia Fire Services Board.
4. Distribution Calculation – The below distribution calculation shall be utilized when reviewing applications for the program:

- As provided in the adopted budget, localities that score both above average or high on the Virginia Department of Housing and Community Development's (DHCD) fiscal stress index **and** double-distressed according to the Virginia Economic Development Partnership's (VEDP) Commonwealth Opportunity Funds Distressed Localities Assessment shall be considered first. These localities shall be contacted by the agency during the initial solicitation of grants each fiscal year in addition to public notice of the grant program.
 - Localities must demonstrate the need for such protective non-vehicular equipment via the prescribed form by the agency. Priority will be provided to departments who are replacing eligible equipment due to age, compliance with relevant safety standards, and the needs of the department and the community.
 - Grant funds will be released to localities that do not qualify under either the DHCD or VEDP indexes after grant awards are made to localities eligible under those programs each fiscal year.
5. Non-Authorized Use – Firefighting vehicles are not authorized for purchase using funds from the program. No funds shall be used to purchase equipment that is not necessary for the protection of firefighters responding to a fire. The agency reserves the right to verify any or all information recorded on the application for accuracy.
 6. Review Process - Inquiries regarding the use of funds from the program are to be sent to the VDFP Grants Unit for review and consideration. VDFP will make an evaluation of the inquiry considering the Code of Virginia and the most current Firefighter PPE Grant Program Policy. Individual grant award amounts shall be decided by the Virginia Fire Services Board based upon the evaluation and recommendations of the Virginia Department of Fire Programs in accordance with the criteria contained in this policy. VDFP will evaluate applications based upon the substance of the application and supporting documentation relative to the objectives of the grant program.
 7. Disbursement Options - A locality that submits a standard application will be eligible for reimbursement following the submission of a comprehensive closeout package. This package must include an after-action report, proof of payment, and accompanying invoices or receipts. If a locality can demonstrate financial hardship, immediate disbursement of the awarded funds may be authorized upon approval from the Virginia Fire Service Board. To qualify for this expedited option, the locality must adequately demonstrate the financial hardship and provide the necessary justification with the initial application.

8. GRANT AWARD ADMINISTRATION AND ACKNOWLEDGEMENT



Following approval for grant disbursement, VDFP shall submit all appropriate forms for the release of funds in a timely manner. All grants are awarded to the applicant locality. Actual disbursement shall be made via electronic transfer/EFT (EDI.) Grant awards shall only be used in accordance with this policy.

9. BURDEN OF PROOF & LIABILITY TO AUDIT

It is the responsibility of the jurisdiction to maintain all necessary fiscal records. Such records are subject to audit by this Agency or its assignees, for a period of not less than five (5) years following the date of the last transfer of award moneys to the grant recipient.

CERTIFICATION:

We the undersigned as Chairman of the VIRGINIA FIRE SERVICES BOARD and Executive Director of the VIRGINIA DEPARTMENT OF FIRE PROGRAMS jointly adopt the foregoing Policy which supersedes all prior Policies/Policy Statements effective as of 6 June 2025.

	
Keith Johnson Chair Virginia Fire Services Board	L. Brad Creasy Executive Director Virginia Department of Fire Programs

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

TAB P

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	AFID Infrastructure Grant Application				
MOTION(s):	<p>I move the Board of Supervisors ratify an application for the Virginia Department to Agriculture and Consumer Services' AFID Infrastructure Grant in the amount of \$7,374 to expand the functionality of the Fluvanna County Commercial Kitchen, and further authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation in the amount of \$7,374 to the Commercial Kitchen Budget in FY26 for the AFID Infrastructure Grant, with funding coming from this state grant award.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):	D2	
	X				
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Jennifer Schmack, Director of Economic Development Tori Melton, Director of Finance				
PRESENTER(S):	Jennifer Schmack, Director of Economic Development Tori Melton, Director of Finance				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	The grant application was submitted on April 30, 2025. If approved, grant funds will be used to expand the functionality of the commercial kitchen through the purchase of essential commercial equipment and the installation of a dedicated electrical circuit. These improvements will allow the facility to better serve food entrepreneurs who require reliable, high-volume tools to process and package their products safely and efficiently.				
FISCAL IMPACT:	\$1,500				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB Q

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Virginia Destination Marketing Organization Marketing Program Grant				
MOTION(s):	<p>I move the Board of Supervisors ratify an application for the Virginia Tourism Corporation's Virginia Destination Marketing Organization Marketing Program Grant for \$20,000 to support the Find Fluvanna tourism marketing campaign, and further authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation in the amount of \$10,000 to the Economic Development Budget in FY26 for the Virginia Destination Marketing Organization Marketing Program Grant, with funding coming from this state grant award.</p>				
BOS WORKPLAN?	Yes X	No	If yes, which item(s):	D2	
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda X	Other
STAFF CONTACT(S):	Jennifer Schmack, Director of Economic Development Tori Melton, Director of Finance				
PRESENTER(S):	Jennifer Schmack, Director of Economic Development Tori Melton, Director of Finance				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	The grant application was submitted on March 19, 2025. Award notification was received on May 13, 2025. Funds will be used to continue the Find Fluvanna branding and marketing campaign focusing tourism outreach efforts on visitors looking for a relaxing daytrip featuring agribusinesses, art, history, outdoor recreation, and rural scenes.				
FISCAL IMPACT:	FY 26 Budget includes \$7,500 to be used towards the County's grant match.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB R

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Temporary Staff Stipend for Additional Duties – Wilk				
MOTION(s):	I move the Board of Supervisors approve a temporary stipend for Nancy Wilk, Financial Services Specialist, at the rate of \$75 per week, retroactive to June 9, 2025, until the Administrative Program Specialist position is filled, with such funds to come from the Public Works personnel budget vacancy savings.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Director of Finance and Dale Critzer, Director of Public Works				
PRESENTER(S):	Tori Melton, Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective June 9, 2025				
DISCUSSION:	Ms. Wilk is assisting the Public Works Department with administrative duties until the position is filled. Filling this role carries additional responsibility. Ms. Wilk is coding invoices, submitting payroll, and assisting the Public Works office with as needed duties to ensure a smooth transition. This is above and beyond the requirements of the Financial Services Specialist with addition of the Administrative Program Specialist duties and continuing the regular job tasks. 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 Public Works personnel budget vacancy savings.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			COAD

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

TAB S

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Brooks Network Services Purchase Agreement				
MOTION(s):	I move the Board of Supervisors approve the Purchase Agreement between Brooks Network Services and Fluvanna County to upfit seven (7) 2025 Ford Interceptors AWD at a total cost of \$101,255 for the Sheriff's Office, 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, 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:	Routine				
DISCUSSION:	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> • Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the NCSA Contract 26-05-0214. • The cost for each vehicle is \$14,465. 				
FISCAL IMPACT:	No additional funding is required; the \$101,255 was budgeted in the FY26 CIP for County vehicle purchases.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Contract between Fluvanna County and Brooks Network Services • Quote for the services provided. 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

Police Vehicle Up-Fit Agreement

This **Police Vehicle Up-Fit Agreement** (the "**Agreement**") dated the ____ day of _____, 2025 is between **Brooks Network Services, LLC** ("**Vendor**"), a North Carolina limited liability company, and **Fluvanna County**, a political subdivision of the Commonwealth of Virginia ("**County**"), and the **Fluvanna County Sheriff's Office** (together the **Customer**") is effective as of the date this Agreement has been signed by all parties hereto (the "Effective Date"). The County's FEIN is 54-6001282, and the County is a tax-exempt public body.

1. **EXHIBITS:** The following exhibits are attached hereto and incorporated herein as material provisions of this Agreement:
 - a. **Exhibit 1:** NCSA Contract: Award 26-05-0214 between the North Carolina Sheriff's Association and Brooks Network Services, LLCC (together with all documents incorporated by reference including without limitation the Solicitation and Contract Terms and Conditions referred to herein as the "Cooperative Agreement"); and
 - b. **Exhibit 2:** Quote identified as Q9810 dated June 26, 2026 for the Up-Fit of Seven (7) Sheriff vehicles ("Vehicles") with VIN Numbers 1FM5K8ABXSGB97800, 1FM5K8AB8SGB91526, 1FM5K8AB8SGB88819, 1FM5K8AB7SGB93963, 1FM5K8ABXSGB97862, 1FM5K8ABXSGB88241, and 1FM5K8AB2SGC42387) together with the specifications (the "Quotes"); and
 - c. **Exhibit 3:** Fluvanna County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms"); and
 - d. **Exhibit 4:** Vendor forms.

2. **RECITATIONS.** The foregoing recitations are incorporated herein by reference as material terms of the Agreement between the Customer and Vendor.

3. **COOPERATIVE PROCUREMENT.** Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. The Project must meet or exceed all terms, provisions and requirements of the Cooperative Agreement, the Quote and this Agreement. Vendor promises and agrees that County shall receive the benefits of the Cooperative Agreement and the County shall have all rights and remedies under the Cooperative Agreement. Notwithstanding any other provisions hereof, **Vendor represents and warrants that all pricing in this Agreement for the Project is consistent with or lower than the pricing set forth in the Cooperative Agreement** and all Products and Services purchased hereunder are available under the Cooperative Agreement. The County is materially relying on such representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law.

4. **FORMS.** Vendor agrees to complete and attach the forms attached hereto as **Exhibit 4** which are material part hereof.

5. **WARRANTIES.** In addition, all warranties required or offered under the Quote or this Agreement for the Services shall be assigned and delivered to the County with the Services.

Police Vehicle Up-Fit Agreement

6. **PRODUCTS AND/OR SERVICES.** The Vendor agrees that the Services shall meet or exceed: (i) all applicable industry standards so as to pass without exception in the trade; (ii) all requirements and provisions of this Contract and the Proposal; (iii) all requirements of the County's General Terms, attached hereto as **Exhibit 3**, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. "Applicable Law" as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the Products, Services or performance under this Contract.

The Vendor has reviewed and agrees to the County's General Terms: _____ [Initial].

7. **OTHER REQUIREMENTS:** In performing any Services under this Agreement the Vendor further agrees that: (i) Vendor shall furnish all labor, equipment, materials, and services necessary for completion of the Project for the County and (ii) Vendor shall assure that all employees who will be performing the Services receive any required training necessary to perform the work and, if applicable, have any licensures, certifications or other prerequisite. The County reserves the right to review any Vendor training, licensure, or certification documentation upon request.
8. **LOCATION:** Services shall be completed at the following address: Brooks Public Safety at 850 State Street, Rocky Mount, VA 24151 ("Location"). The Vehicles will be delivered by Sheehy Ford of Richmond, VA to the Location. The Customer must coordinate with the Vendor and Sheehy of Richmond, VA on convenient delivery times for the Vehicles to the Location. The Customer contact for the Services is Lt. Thomas Custer, (434) 589-8211.
9. **NOTICES:**

COUNTY:

Fluvanna County, Attn: Ms. Linda Mills, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1930 (billing and service inquiries)

Fluvanna County, Attn: Sheriff Eric Hess, 160 Commons Blvd., Palmyra, VA 22963, telephone (434) 591-2008 (service and product inquiries)

With a Copy to: Fluvanna County Attorney, P.O. Box 540 Main Street Palmyra, VA 22963, telephone: (434) 591-1910 (contract inquiries)

VENDOR.:

Brooks Network Services, LLC, Attn: Tom Latrella,, 403 Burlington Avenue, Gibsonville, NC 27249, telephone (214) 973-6323

Any notices under this Contract shall be sent to the contacts above. Any required or permitted notices hereunder must be given in writing at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier.

Police Vehicle Up-Fit Agreement

- 10. **PERFORMANCE:** The Services shall be completed within ninety (90) days of Vehicles being delivered to location; time being of the essence. Any warranties on the Services shall begin on the later of the date that the County accepts all the Services without reservation. All risk of loss on the Services remains with the Vendor until completion of the Services and acceptance by the County of the installed Products and Services. All applicable warranties, promises and covenants relating to the Services provided for hereunder and any manufacturer's warranties benefiting the County shall continue according to the terms thereof and shall survive any earlier termination of this Agreement.
- 11. **DAMAGE TO COUNTY PROPERTY:** The Vendor shall repair and/or replace any damage done to any County property by their officers, employees or agents or resulting from Vendor's Services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. To protect the Vendor, the Vendor shall document any existing damage to the County property prior to commencing work in a writing to the County.
- 12. **INSURANCE:** The Vendor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public General Liability	\$1,000,000 per occurrence; \$2,000,000 in the aggregate	
Professional Liability	\$1,000,000 per occurrence; \$2,000,000 in the aggregate	
Excess Liability	\$1,000,000 Aggregate Over Above Policy Limits (Excluding Professional Liability)	
Worker's Compensation	Amount required by Virginia law	

These requirements are minimums. The Contract may specifically require the Vendor to carry additional or higher minimum amounts of insurance; and may include other additional requirements with respect to insurance and the provisions therefor.

The Vendor 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 County prior to entering into any Contract with the County. On this Certificate of Insurance, the County shall be named or indicated as additional insureds for comprehensive general liability. No change, cancellation or non-renewal shall be made in any insurance coverage without a

Police Vehicle Up-Fit Agreement

forty-five (45) day written notice to the County and such shall be noted in the policy. The Vendor shall furnish a new certificate prior to any change or cancellation date. Insurance required by this section shall be in full force and effect throughout any Contract term. If the Vendor fails to provide the County with acceptable evidence of current insurance within ten (10) days after written request from the County therefor during the any Contract term, then the County shall have the absolute right to terminate the Vendor without any further obligation to the Vendor.

13. **COMPENSATION:** The County is a tax-exempt entity. Consistent with the Quote (excluding taxes), the Vendor shall be paid a fee of no more than **ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY-FIVE AND NO/100 (\$101,255.00)** (“Not-to-Exceed Amount”) for the Products and Services, being more specifically described in the Quote and this Agreement. Notwithstanding the forgoing the Vendor agrees should less time, equipment or services/materials be provided than as contemplated or set forth in the Quote, that the County will only be billed for the actual time, equipment, or services/materials used up to no more than the Not-To-Exceed Amount. Any increase over the Not-To-Exceed Amount requires a written modification of this Agreement signed by both parties. Payment and Invoice terms are governed by the County’s General Terms, but in no event will the Vendor be paid before the Completion Date (as defined below). Any additional products or services must be purchased only under a written amendment to this Agreement signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County. The date that all the Products and Services are delivered and installed and functional for the County’s intended use in compliance with this Agreement to the satisfaction of the County is the “**Completion Date.**”
14. **EXHIBITS AND RESOLVING CONFLICTS.** The rights and duties of the County and Vendor under this Contract are set out herein and in Exhibit 1, Exhibit 2, and Exhibit 3 (the “Exhibits”) attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the Quote, then Exhibit 2, and finally Exhibit 3.
15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Agreement may be executed by a Party’s signature transmitted by facsimile or email, and copies of this Agreement executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.
16. **MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract.

Police Vehicle Up-Fit Agreement

This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County’s General Terms apply.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed and sealed in their names by their duly authorized officers.

Seller:

Brooks Network Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer:

**County of Fluvanna, a political subdivision of
the Commonwealth of Virginia**

By: _____

Name: _____

Title: _____

Date: _____

Fluvanna County Sheriff’s Office

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

Quotation

Brooks Network Services, LLC.
 403 Burlington Ave.
 Gibsonville, NC 27249 US
 +13362705895
 sbrooks@brooksnetworkservices.com



ADDRESS
Lt. Thomas Custer Fluvanna County Sheriff's Office 160 Commons Blvd Palmyra, VA 22963

SHIP TO
Lt. Thomas Custer Fluvanna County Sheriff's Office 160 Commons Blvd Palmyra, VA 22963

QUOTATION #	DATE
9627	05/23/2025

JOB NAME
 Slicktop PI Utility

SALES REP
 Tom Latrella

DATE	ACTIVITY	QTY	RATE	AMOUNT
	BPS-DS-ARMOR- 1 DRIVER SIDE BALLISTIC PANEL	1	0.00	0.00
	Transport Pick Up and Delivery as needed.	1	0.00	0.00
	Take Off Disposal of OEM equipment removed during vehicle upfit.	1	0.00	0.00
	BPS-INSTALL-3 PROFESSIONAL INSTALL PACKAGE (Install Supplies)	1	325.00	325.00
	SIFMJS-FPIU25-P3 SIFMJS, STOCKED	1	985.00	985.00
	SIFMJH-FPIU20-P3 SIFMJH, STOCKED	1	985.00	985.00
	PF200R PATHFINDER,100/200W,REMOTE	1	1,105.00	1,105.00
	OBDCABLE25-DGCAN CABLE,OBD,DODGE CAN-C,25FT	1	140.00	140.00
	ES100C SPKR,EMERG, 100W,PLASTIC,	1	0.00	0.00
	ESBL-FPIU20 BRKT KIT,ES100,MPS,20FPIU	1	0.00	0.00
	EXPMOD32 PATHFINDER 32-CHANNEL	1	315.00	315.00
	MPS63U-RBW TRI COLOR,18-LED,RED/BLUE/WHIT Push Bumper Tube & Pit	4	129.00	516.00
	MPS63U-RBW TRI COLOR,18-LED,RED/BLUE/WHIT Hatch Black Strip & Bumper	4	129.00	516.00
	MPS63U-RBW TRI COLOR,18-LED,RED/BLUE/WHIT Cargo Windows	2	129.00	258.00
	MPSM6-LB KIT,L-BRKT,SINGLE HD,MS6 Cargo Windows	2	12.00	24.00
	416918-BRW TRI,CORNER LED,BLUE/RED/WHT Headlights	2	78.00	156.00
	425-6505 PI Utility 2020+ Contour Console (20" FP - 6" top 14" bottom)	1	375.00	375.00
	425-0150 Computer Mount With bolt holder on top	1	396.00	396.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	425-1485 4" FP - Utility Box - Center Console (2.75" x 4" x8.5")	1	46.00	46.00
	425-6729 ABS Dual Cup Holder Faceplate Mount (4")	1	70.00	70.00
	425-6666 JOTTO PATHFINDER FACE PLATE (Package)	1	0.00	0.00
	425-6295 APX4500 FACE PL;ATE	1	0.00	0.00
	425-6701 JOTTO 2 POWER OUTLETS / 2 USB PORTS	1	91.00	91.00
	425-6053 3" Blank	1	0.00	0.00
	425-6051 2" Blank	1	0.00	0.00
	425-6260 ARM REST	1	55.00	55.00
	DFC-PB-FPIU20 DURAFORCE,PUSH BUMPER,FORD	1	595.00	595.00
	DFC-UG-FPIU20 DURAFORCE,UPPER GUARD,FORD	1	425.00	425.00
	DFC-LG-FPIU20 DURAFORCE,LOWER GUARD,FORD	1	632.00	632.00
	DFC-WC-FPIU20 DURAFORCE,WIRE COVER,FORD	1	42.00	42.00
	DFC-TC2L DURAFORCE, TOP CHAN CVR,2 LIGHT	1	35.00	35.00
	DFC-SB-ES100C DURAFORCE,ES100C PUSH BUMPER	1	22.00	22.00
	475-0748-SGH GR6-PI UTILITY-AR-SINGLE-UNIV LOCK	1	630.00	630.00
	475-0063 PRISONER PARTITION	1	866.00	866.00
	475-0968 HSEP - 2P (VP9 Space Creator)	1	124.00	124.00
	475-1337 Prisoner Cargo Barrier (CB4) with Upper Poly Cover	1	588.00	588.00
	475-0848 Window Armor (Bar Style) for use with OEM Door Panels	1	330.00	330.00
	Labor Installation of equipment listed here as well as customer supplied radio, camera, antenna, radar	1	3,990.00	3,990.00
	Shipping Shipping	1	650.00	650.00
	5 Year Parts and Labor Warranty, On-Site Support			
	NCSA Contract: 26-05-0214			
	Free Valor Lightbar Upgrade			
	Multi-Vehicle Discount			

Sales and use tax is not included.

FOB: Origin

All quotes expire 30 days from the date of issue unless otherwise noted.

SUBTOTAL	15,287.00
DISCOUNT	-822.00
TAX	0.00
TOTAL	\$14,465.00

Accepted By

Accepted Date

06/17/2025



Capital Reserve Maintenance Fund Request

TAB T

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$13,000.00 for the purpose(s) of: providing inspections for additional feedback for the FMS track projects, entrance fencing to support community access, and repair the hand railings at the FMS track facility.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 05/22/2025
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY25

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Safety and ADA Inspection	1	\$1,500.00	\$1,500.00
Mechanical and Structural Inspection	1	\$4,000.00	\$4,000.00
Entrance Fencing	1	\$4,000.00	\$4,000.00
Handrailings leading to restrooms	1	\$3,500.00	\$3,500.00

Total Request: **\$13,000.00**

Description and justification for proposed use.

In an effort to provide the BOS updated and multiple FMS track project quotes, along with our end of year reviews, inspections were completed at the FMS track to provide additional feedback and direction regarding the reappropriation of funding.

Updated fencing quotes, based on wear and previous vandalism incidents, along with the ability for FCPS to partner with Parks and Recreation and the community, have been provided to support access.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 05/25/2025
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2025.05.30 16:57:00 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2025.06.11 11:28:47 -04'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB U

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Accept Dedication of Utility Easements from SB Cox, Incorporated.				
MOTION(s):	I move that the Board of Supervisors accept the dedication of utility easements from SB Cox, Incorporated and authorize the County Administrator to sign the deed of easement subject to approval as to form by the County Attorney.				
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:	Motion to approve the dedication of utility easements				
TIMING:	Record dedication of utility easements after approval by the Board				
DISCUSSION:	SB Cox Incorporated is the owner of property located off Memory Lane and identified as Tax Map # 4-A-97A. SB Cox Incorporated desires to dedicate utility easements to the County for the water and/or sewer system. The easements are identified as "20' Variable Width Utility Easement" on the Plat. The County Attorney has drafted the attached deed of dedication.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Deed of dedication of utility easements with an attached plat 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

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

Tax Map: 4-A-27A
 Consideration \$0.00

This deed is exempt from recordation tax and Clerk's fee pursuant to Virginia Code §§ 58.1- 811(A)(3), 17.1-279(E) and 17.1-266.

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 2025 by and between **SB COX, INCORPORATED**, a Virginia corporation, of the first part (hereinafter, whether one or more, "Grantor"), and the **COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia, of the second part (hereinafter "Grantee").

WITNESSETH:

WHEREAS Grantor is the owner of certain real property in the County of Fluvanna, Virginia, more particularly described on **Schedule A** attached hereto (the "Property"), and identified as TM# 4-A-27A on a plat by Gregory G. McGlothin, Land Surveyor, dated _____, entitled "20' & VARIABLE WIDTH UTILITY EASEMENT ACROSS TAX MAP 4-A-27A PALMYRA MAGISTERIAL DISTRICT FLUVANNA COUNTY, VIRGINIA" ("the Plat"), a copy of which is attached to, incorporated in, and recorded with this deed.

WHEREAS Grantor is willing to convey to Grantee certain permanent easements in the locations shown on the Plat, as more particularly set forth hereinafter;

NOW THEREFORE, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto Grantee, its successors and assigns, (i) perpetual, non-exclusive easements over, under, through, upon, and across the Property, for drainage, and to construct, install, maintain, operate, inspect, alter, add to, repair, replace, survey, and extend one or more present and/or future sanitary sewer and/or water lines, together with pipes, pumps, valves, connections, inlet structures, manholes, electric lines and appurtenant facilities, telephone and other communication lines and appurtenant facilities, equipment, facilities, and other appurtenances to a water and/or sewer system, (all of the foregoing, collectively the "Facilities"). The easements granted hereby are shown, respectively, as "PROPOSED 20' & VARIABLE WIDTH UTILITY EASEMENT" on the Plat. Reference is hereby made to the Plat for a more particular description of the easements and the locations thereof.

Grantor and Grantee agree that:

1. The Facilities shall be and remain the property of Grantee, its successors and assigns.
2. Grantee, its employees, agents, contractors, successors, and/or assigns shall have full and free use of the easements for the purposes stated herein and related activities, and shall have all rights and privileges reasonably necessary to the exercise of the easements, including but not limited to the right of reasonable access to and from the easements over the Property.

Without limitation, Grantor expressly agrees that Grantee shall have the right to assign Grantee's rights hereunder, in whole or in part, to one or more entities authorized to provide public utility service, and as Grantee deems reasonable or necessary to provide for the transmission or distribution of electric power and telephone and other communication service appurtenant to the Facilities.

4. Grantee shall have the right to use land of the Grantor adjoining the easements to the extent necessary to facilitate the uses named; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, reconstruction, replacement, alteration, maintenance, inspection, operation, and/or repair of the Facilities, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Grantee to erect any building or structure of a permanent nature on such adjoining land.

5. Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or installations in or reasonably near the easements hereby conveyed, deemed by it to interfere with the proper and efficient exercise of the easements; provided however that, except as otherwise provided hereinafter in this deed, Grantee at its own expense shall restore, as nearly as practicable, the surface conditions of the Property to its original condition, such restoration to include the backfilling of trenches, the reseeding of lawns or pasture areas, and restoring paved surfaces. Such restoration by Grantee shall not include the ongoing maintenance of any restoration work, the replacement of trees, or the replacement or restoration of structures or other installations deemed by Grantee to interfere with the proper, economical, and efficient exercise of the easements.

6. Grantor reserves the right to construct, maintain, and use roadways, trails, and driveways over the easements (collectively, "Driveways"), and to make other use of the easements; provided that (i) Grantee's standards for the Facilities under or adjacent to any such Driveways, or otherwise applicable to Grantor's intended use, are met; (ii) Grantor's use of the easements may not be inconsistent with the rights herein conveyed; (iii) Grantor's use of the easements may not unreasonably interfere with the use of the easements by Grantee for the purposes stated herein; (iv) Grantor shall not erect any building or structure, including fences (except fences perpendicular to the easements with gates installed over the Facilities), or change the existing ground elevation, or impound any water on the easements, without the prior written approval of Grantee; and (v) Grantor shall not locate new trees within the easements. Any plantings or installations made by Grantor within the easements shall be and remain the property of Grantor. Grantor shall at its sole cost and expense maintain the Property and such plantings or installations made by Grantor. Grantee shall have no responsibility to Grantor to replace or reimburse the cost of any such plantings or installations hereafter made by Grantor, if cut, removed, or otherwise damaged in the exercise of the easements.

7. In the event that hereafter any portion of the land within the easements is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by Grantee by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to Grantee all necessary permits for the continued operation, maintenance, inspection, alteration, addition to, repair, replacement, and extension of the Facilities in said locations.

8. Grantor, by the execution of this instrument, acknowledges that it has reviewed the Plat, and that the plans for the water and/or sewer systems as they affect the Property have been fully explained to the Grantor or its authorized representative.

9. Grantor covenants and agrees for itself, its heirs, successors, and assigns, that the consideration stated above and paid to it is in lieu of any and all claims to compensation for property, and for damages,

if any, to the remaining lands of the Grantor that might result by reason of the use to which the Grantee will put the property to be conveyed.

WITNESS the following signatures and seals

SB Cox Incorporated

_____ (SEAL)

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to-wit;

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____.

Notary Public

Registration Number: _____

My commission expires: _____

ACCEPTED this ____ day of _____, 2025, on behalf of the County of Fluvanna, Virginia, in accordance with Virginia Code § 15.2-1803 (1950), as amended, as authorized by a motion of the Board of Supervisors of Fluvanna County, Virginia, at the meeting held on _____.

COUNTY OF FLUVANNA
A political subdivision of the Commonwealth of Virginia

By: _____
Eric Dahl, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Eric Dahl, County Administrator, County of Fluvanna, Virginia.

Notary Public

Registration Number: _____

My commission expires: _____

APPROVED as to form:

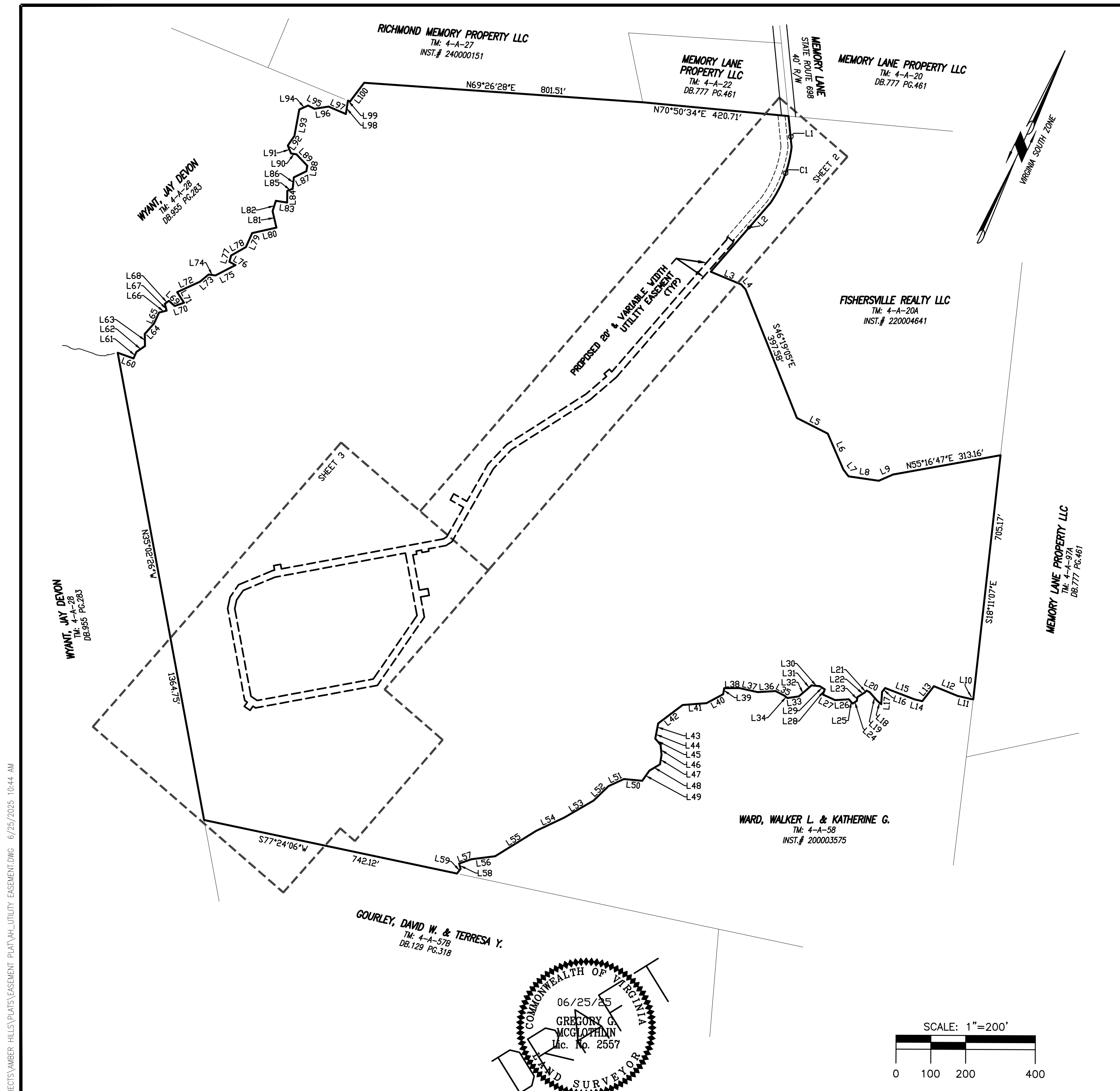
Dan N. Whitten,
Fluvanna County Attorney

TM# 4-A-27A

Current Owner: SB Cox, Inc.

87.499 acres, more or less

SCHEDULE A



- NOTES:**
- BOUNDARY LINE AND INFORMATION BASED ON PLAT TITLED:
ALTA/NSPS LAND TITLE SURVEY ON 87.499 ACRES AT THE END OF MEMORY LANE,
RECORDED IN PB. 3 AND PG. 477-478.
 - THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY
BE SUBJECT TO EASEMENTS OF RECORD THAT ARE NOT SHOWN HEREON.

CURVE TABLE - PROPERTY						
CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING
C1	28°53'03"	176.36'	349.83'	90.10'	174.50'	S03°49'16"E
C2	16°35'56"	173.82'	600.00'	87.52'	173.21'	N24°42'02"E
C3	28°00'00"	146.61'	300.00'	74.80'	145.15'	N19°00'00"E

LINE TABLE - PROPERTY		
LINE	BEARING	DISTANCE
L1	S30°08'51"E	88.27'
L2	S16°24'05"W	259.52'
L3	N88°02'30"E	94.38'
L4	S66°29'37"E	19.47'
L5	S87°38'55"E	99.29'
L6	S48°01'47"E	112.40'
L7	S61°30'41"E	24.62'
L8	N73°35'11"E	87.62'
L9	N42°06'02"E	45.13'
L10	S70°11'48"W	5.73'
L11	S78°41'07"W	40.03'
L12	S87°43'58"W	73.83'
L13	S13°13'08"W	54.31'
L14	S77°50'59"W	22.28'
L15	S86°27'56"W	90.88'
L16	S15°22'45"W	13.55'
L17	S20°05'35"E	36.02'
L18	N74°15'28"W	14.86'
L19	N65°26'30"W	32.85'
L20	N88°05'41"W	10.28'
L21	S20°01'16"W	8.28'
L22	S33°32'28"W	24.51'
L23	S18°21'60"E	10.35'
L24	S31°35'05"W	14.62'
L25	N66°35'19"W	16.40'
L26	S62°25'46"W	39.51'
L27	N89°59'36"W	38.60'
L28	N04°34'13"W	15.69'
L29	N82°11'36"W	16.73'
L30	S71°43'30"W	24.00'
L31	S23°03'31"W	20.09'
L32	S25°29'57"W	28.27'
L33	S57°10'36"W	33.07'
L34	N75°30'58"W	10.48'
L35	N86°48'41"W	28.88'
L36	S62°04'49"W	51.78'
L37	S77°49'34"W	53.74'
L38	S65°04'43"W	43.32'
L39	S13°55'49"E	17.70'
L40	S37°08'44"W	53.99'
L41	S60°59'25"W	68.86'
L42	S28°30'06"W	88.16'
L43	S14°00'49"E	23.52'
L44	S13°42'60"E	21.10'
L45	S65°54'14"E	23.48'
L46	S29°56'46"E	28.72'
L47	S15°01'22"E	27.60'
L48	S34°14'18"W	35.71'
L49	S10°35'31"W	35.47'
L50	S71°03'58"W	52.85'

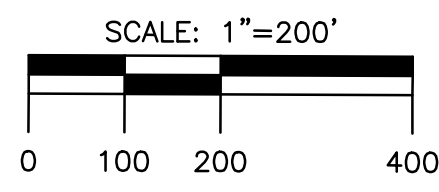
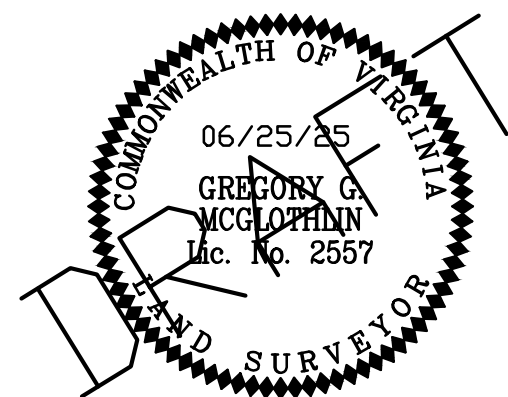
LINE TABLE - PROPERTY		
LINE	BEARING	DISTANCE
L51	S40°38'59"W	48.84'
L52	S21°27'38"W	59.87'
L53	S35°14'09"W	96.85'
L54	S40°08'18"W	89.01'
L55	S33°42'42"W	138.84'
L56	S58°18'33"W	68.81'
L57	S46°03'45"W	37.12'
L58	S39°46'10"E	15.98'
L59	S13°09'24"W	17.05'
L60	N85°19'18"E	48.29'
L61	N00°32'01"W	20.45'
L62	N30°51'58"E	30.01'
L63	N25°50'04"W	34.49'
L64	N17°18'33"E	39.75'
L65	N00°03'36"E	35.17'
L66	N50°48'01"E	22.24'
L67	N38°51'06"W	20.33'
L68	N30°46'15"E	14.15'
L69	S74°02'48"E	22.14'
L70	N46°38'27"E	28.12'
L71	N57°24'13"W	36.15'
L72	N40°34'12"E	71.95'
L73	N26°23'54"E	32.38'
L74	N73°07'22"E	19.59'
L75	N38°02'12"E	64.62'
L76	N85°17'51"W	19.88'
L77	N09°04'23"W	18.48'
L78	N35°37'28"E	48.80'
L79	N00°20'04"E	43.96'
L80	N52°34'28"E	71.50'
L81	N37°46'27"W	48.33'
L82	N07°11'42"W	31.32'
L83	N74°07'29"E	32.90'
L84	N23°46'38"W	33.81'
L85	N45°44'46"E	16.38'
L86	N18°32'07"W	32.96'
L87	N38°53'49"E	40.01'
L88	N14°31'32"W	15.76'
L89	N68°13'59"W	45.54'
L90	S74°57'36"W	15.40'
L91	N46°55'43"W	24.48'
L92	N09°54'56"E	33.46'
L93	N14°11'34"W	77.44'
L94	N41°33'06"E	27.71'
L95	S87°16'34"E	20.27'
L96	N56°39'01"E	41.22'
L97	S88°47'20"E	53.90'
L98	N15°36'31"W	38.89'
L99	N87°52'28"E	6.67'
L100	N12°25'06"E	67.34'

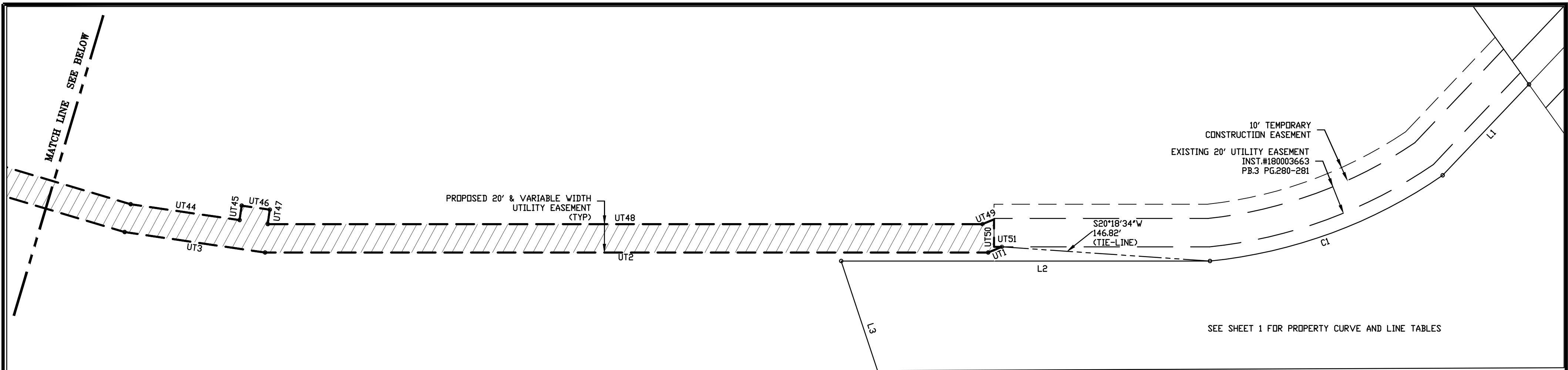
**20' & VARIABLE WIDTH UTILITY
EASEMENT ACROSS
TAX MAP 4-A-27A
PALMYRA MAGISTERIAL DISTRICT
FLUVANNA COUNTY, VIRGINIA**

YOUNGBLOOD TYLER & ASSOCIATES, P.C.
CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
 7309 HANOVER GREEN DRIVE
 P.O. BOX 517
 MECHANICSVILLE, Va. 23111
 (804) 746-5285

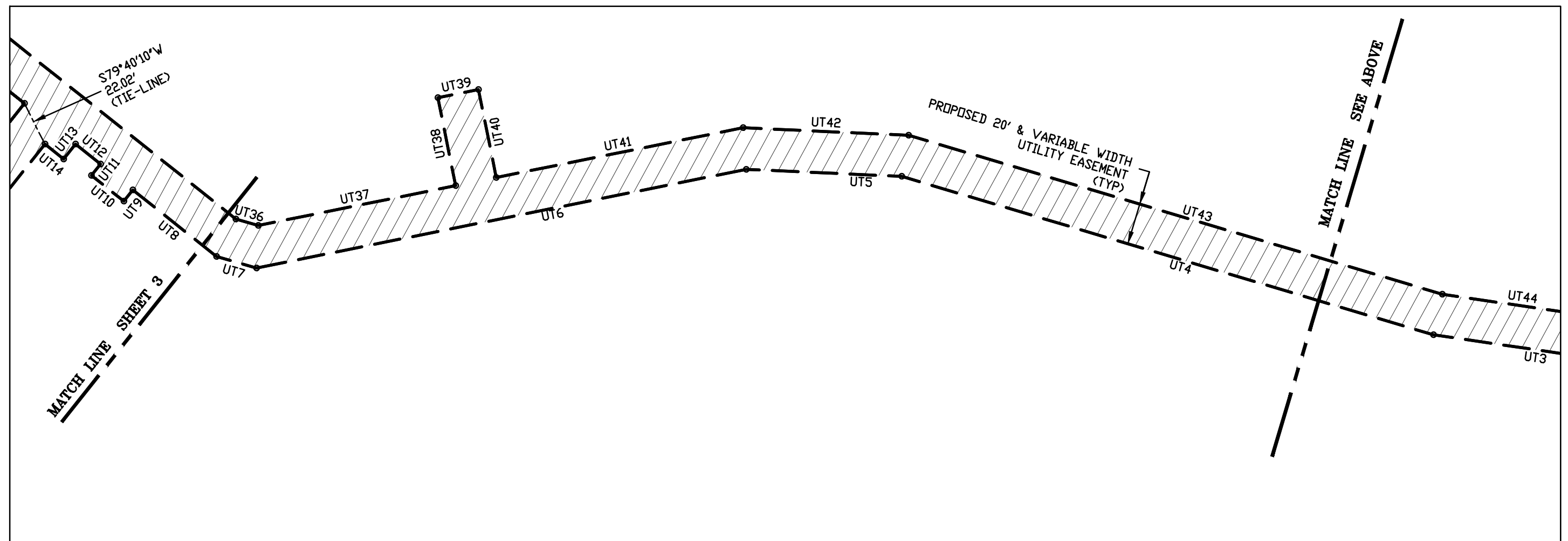
Engineering Excellence Since 1971

DRAWN BY: GGL	SHEET 1 OF 3	JOB NUMBER: 628-01-001
CHECKED BY: GGM	DATE: JUNE 25, 2025	SCALE 1"=200'





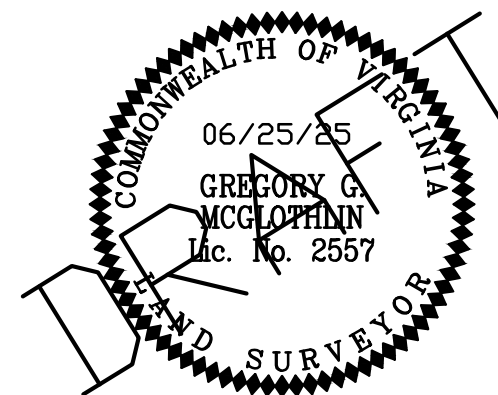
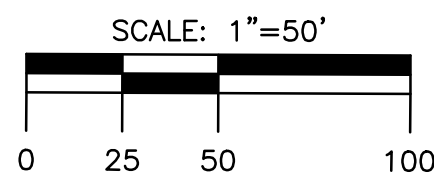
20' & VARIABLE WIDTH UTILITY EASEMENT
SCALE: 1"=50'



20' & VARIABLE WIDTH UTILITY EASEMENT
SCALE: 1"=50'

LINE	BEARING	DISTANCE
UT1	S06°05'56"E	10.47'
UT2	S16°24'04"W	508.85'
UT3	S24°42'02"W	99.90'
UT4	S33°00'00"W	267.93'
UT5	S19°00'00"W	75.14'
UT6	S05°00'00"W	241.23'
UT7	S32°27'34"W	20.13'
UT8	S54°57'34"W	51.67'
UT9	S35°02'26"E	7.00'
UT10	S54°57'34"W	20.00'
UT11	N35°02'26"W	7.00'
UT12	S54°57'34"W	15.43'
UT13	S35°02'26"E	9.20'
UT14	S54°57'34"W	11.55'
UT15	S35°02'26"E	102.80'
UT16	N54°57'34"E	25.00'
UT17	S35°02'26"E	20.00'
UT18	S54°57'34"W	25.00'
UT19	S35°02'26"E	58.74'
UT20	S09°57'34"W	237.96'
UT21	S54°57'34"W	355.70'
UT22	N80°02'26"W	8.97'
UT23	S09°57'34"W	14.83'
UT24	N80°02'26"W	20.00'
UT25	N09°57'34"E	14.83'
UT26	N80°02'26"W	8.97'
UT27	N35°02'26"W	268.24'
UT28	N12°32'26"W	33.49'
UT29	N09°57'34"E	43.13'
UT30	N42°46'31"E	106.56'
UT31	N54°57'34"E	5.06'

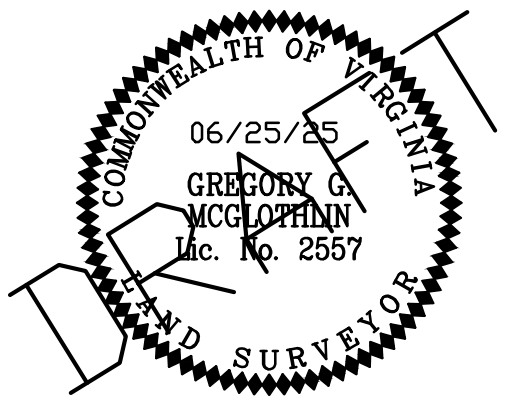
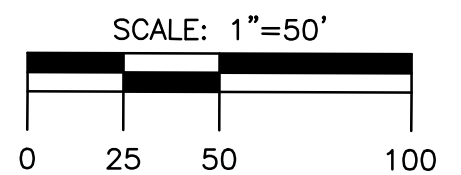
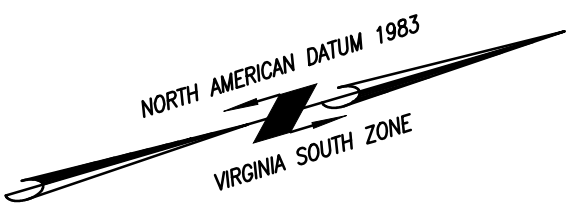
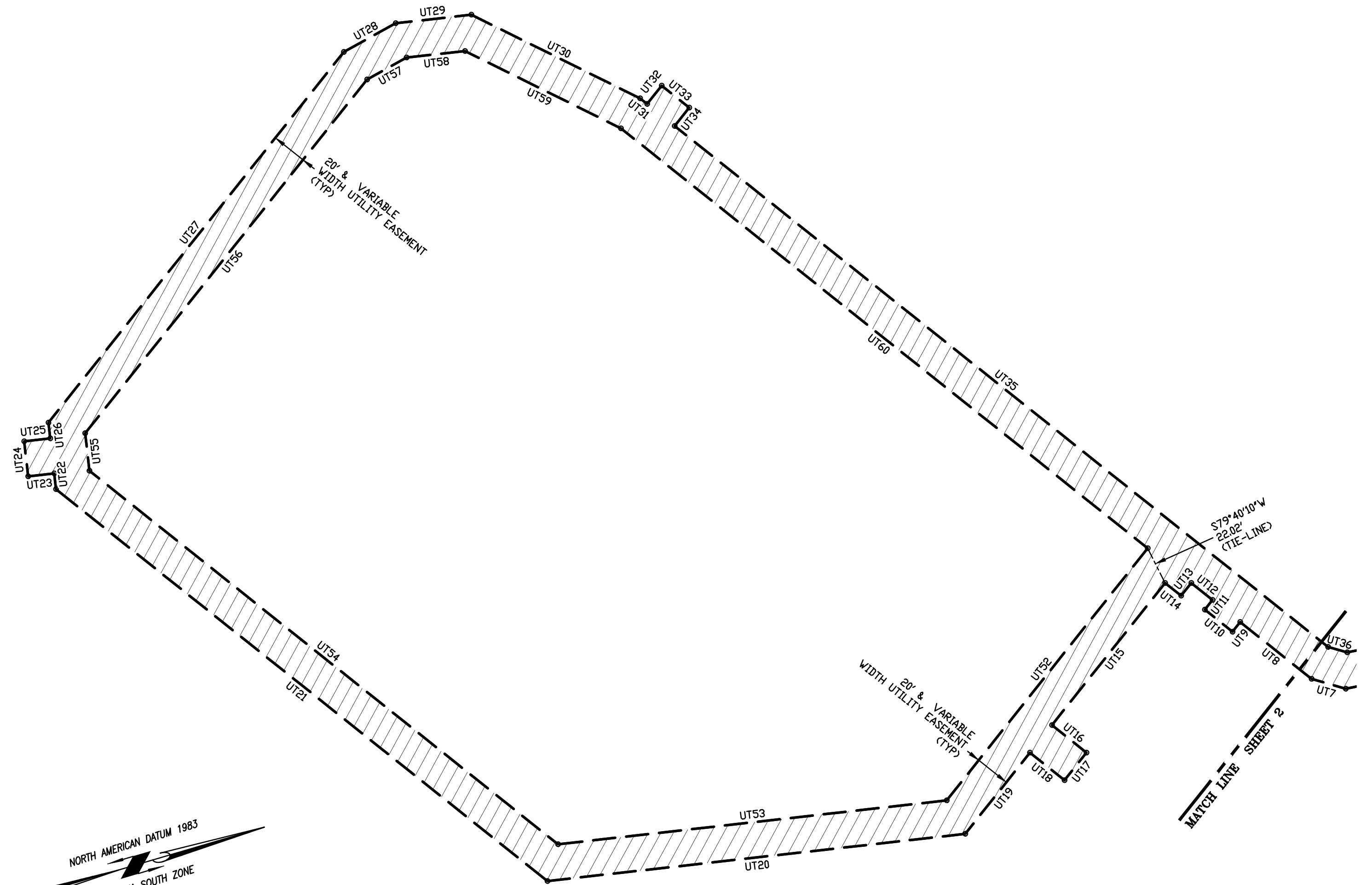
LINE	BEARING	DISTANCE
UT32	N35°02'26"W	13.25'
UT33	N54°57'34"E	20.00'
UT34	S35°02'26"E	13.25'
UT35	N54°57'34"E	472.92'
UT36	N32°27'34"E	11.27'
UT37	N05°00'00"E	97.22'
UT38	N85°00'00"W	43.36'
UT39	N05°00'00"E	20.00'
UT40	S85°00'00"E	43.36'
UT41	N05°00'00"E	121.58'
UT42	N19°00'00"E	80.06'
UT43	N33°00'00"E	268.93'
UT44	N24°42'02"E	77.45'
UT45	N65°17'58"W	10.32'
UT46	N24°42'02"E	20.00'
UT47	S65°17'58"E	10.26'
UT48	N16°24'04"E	502.96'
UT49	N06°05'56"W	8.85'
UT50	S73°36'08"E	19.38'
UT51	N16°23'52"E	5.48'
UT52	S35°02'26"E	182.46'
UT53	S09°57'34"W	221.39'
UT54	S54°57'34"W	339.13'
UT55	N80°02'26"W	21.37'
UT56	N35°02'26"W	255.98'
UT57	N12°32'26"W	25.53'
UT58	N09°57'34"E	33.27'
UT59	N42°46'31"E	98.53'
UT60	N54°57'34"E	381.18'



20' & VARIABLE WIDTH UTILITY EASEMENT ACROSS
TAX MAP 4-A-27A
PALMYRA MAGISTERIAL DISTRICT
FLUVANNA COUNTY, VIRGINIA

YOUNGBLOOD TYLER & ASSOCIATES, P.C.
CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
7309 HANOVER GREEN DRIVE
P.O. BOX 517
MECHANICSVILLE, Va. 23111
(804) 746-5285
Engineering Excellence Since 1971

DRAWN BY: GGL	SHEET 2 OF 3	JOB NUMBER: 628-01-001
CHECKED BY: GGM	DATE: JUNE 25, 2025	SCALE: 1"=50'



20' & VARIABLE WIDTH UTILITY EASEMENT ACROSS
 TAX MAP 4-A-27A
 PALMYRA MAGISTERIAL DISTRICT
 FLUVANNA COUNTY, VIRGINIA

YOUNGBLOOD TYLER & ASSOCIATES, P.C.
 CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
 7309 HANDOVER GREEN DRIVE
 P.O. BOX 517
 MECHANICSVILLE, Va. 23111
 (804) 746-5285
Engineering Excellence Since 1971

DRAWN BY: GGL	SHEET 3 OF 3	JOB NUMBER: 628-01-001
CHECKED BY: GGM	DATE: JUNE 25, 2025	SCALE 1"=50'

LINE TABLE ON SHEET 2

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB V

MEETING DATE:	July 2, 2025				
AGENDA TITLE:	Sheehy Ford Vehicle Purchase Agreement				
MOTION(s):	<p>I move the Board of Supervisors approve the Vehicle Purchase Agreement between Sheehy Ford of Richmond, Inc. and Fluvanna County for seven (7) 2025 Ford Interceptors AWD at a total cost of \$308,670.60 for the Sheriff's Office, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
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:	Routine				
DISCUSSION:	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> • Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. • Sheehy Ford promises and agrees that County shall receive the benefits of the Cooperative Agreement. Specifically, the cooperative agreement requires a 6% discount on all options. • Delivery will take place within 30 days of the effective date of the contract. 				
FISCAL IMPACT:	No additional funding is required; the \$308,670.60 was budgeted in the FY26 CIP for County vehicle purchases.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Contract between Fluvanna County and Sheehy Ford of Richmond, Inc. • Exhibit 2 Quotes for the vehicles 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

This **Vehicle Purchase Agreement** (together with all attachments and exhibits referenced herein, the “**Agreement**”), dated this ___ day of _____, 2025, made and entered into by and between Sheehy Ford of Richmond, Inc., a Virginia corporation authorized to transact business in Virginia (“**Sheehy**”), and Fluvanna County, a political subdivision of the Commonwealth of Virginia (“**County**”), and the Fluvanna County Sheriff’s Office (together the “**Customer**”) is effective as of the date this Agreement has been signed by all parties hereto (the “**Effective Date**”). The County of Fluvanna’s FEIN is 54-6001282; and the County of Fluvanna is a tax-exempt public body.

1. **Definitions.** The words below when used in this Agreement are defined as follows:

- a. “**Sheehy Proposal**” means collectively the Cooperative Agreement, Quotes, and Warranty, each defined below.
- b. “**Options**” means all those options and additional features and items set forth in the Quotes.
- c. “**Specifications**” means all of the general and particular specifications, warranties, and other requirements for and relating to the Vehicles contained in the Sheehy Proposal being provided to County or required by this Agreement or the County’s General Terms (as defined in Section 2).
- d. “**Vehicles**” means the Vehicles and any associated options and equipment sold to County by Sheehy pursuant to the Sheehy Proposal and consistent with all requirements of the Sheehy Proposal and the Specifications, and specifically including all Options, and Delivery of Vehicles to the County.
- e. “**Delivery**” means the date Sheehy delivers the Vehicles to the County at the following address: Brooks Public Safety at 850 State Street, Rocky Mount, VA 24151.
- f. “**Warranty**” means any and all warranties under this Agreement including without limitation any warranties under the Sheehy Proposal and the County’s General Terms.

2. **Exhibits:** The following exhibits are attached hereto and incorporated herein as material provisions of this Agreement:

- a. **Exhibit 1:** Contract: 25-08-0917 between the Virginia Sheriff’s Association and Sheehy Ford of Richmond (together with all documents incorporated by reference including without limitation the Solicitation and Contract Terms and Conditions referred to herein as the “Cooperative Agreement”); and
- b. **Exhibit 2:** Quotes identified as “WHITE NT251559-1564” (VIN # 1FM5K8ABXSGB97800, 1FM5K8AB8SGB91526, 1FM5K8AB8SGB88819, 1FM5K8AB7SGB93963, 1FM5K8ABXSGB97862, 1FM5K8ABXSGB88241), and “NT251969” (VIN # 1FM5K8AB2SGC42387) together with the specifications (the “Quotes”); and
- c. **Exhibit 3:** Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); and
- d. **Exhibit 4:** Vendor forms.

3. **Cooperative Procurement.** Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. The sale of the Vehicles and the Vehicles must meet or exceed all terms, provisions and requirements of the Cooperative Agreement, the Sheehy Proposal and this Agreement. Sheehy promises and agrees that County shall receive the benefits of the Cooperative Agreement and the County shall have all rights and remedies under the Cooperative Agreement. Notwithstanding any other provisions hereof, Sheehy represents and warrants that all pricing in this Agreement for the Vehicles is consistent with or lower than the pricing set forth in the Cooperative Agreement and all Vehicles purchased hereunder are available under the Cooperative Agreement. **SPECIFICALLY, THE COOPERATIVE AGREEMENT REQUIRES A 6% DISCOUNT ON ALL OPTIONS AND CONTRACTOR REPRESENTS AND WARRANTS TO THE COUNTY THAT ITS QUOTE INCLUDES A 6% DISCOUNT OR MORE ON EVERY OPTION AS REQUIRED BY THE COOPERATIVE AGREEMENT.** The County is materially relying on such

representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law.

4. Purchase and Payment. For the promises contained herein and the Vehicles the County agrees to pay a total purchase price for all four Vehicles of **THREE HUNDRED EIGHT THOUSAND SIX HUNDRED SEVENTY DOLLARS AND 60/100 DOLLARS (\$308,670.60)** (“Purchase Price”). The Purchase Price which includes Delivery of the Vehicles and all warranties, manuals, keys and associated tags and inspections if any kind, may be invoiced by Sheehy to the County only after the Completion Date, as defined below, and the County shall have thirty (30) days to pay such proper invoice. Final payment shall be made in accordance with Section 47 “Payment” of the County’s General Terms, and in no event shall Sheehy be finally paid prior to the Completion Date. The date that all Vehicles are Delivered and in full compliance with this Agreement, to the sole satisfaction of the County is the “**Completion Date.**” Any and all provisions of this Agreement or any exhibit hereto that by their terms are intended or implied to survive the Completion Date shall so survive including without limitation Warranties.

5. Delivery, Inspection and Acceptance.

(a) Delivery. Sheehy will Deliver the Vehicles within thirty (30) days of the Effective Date; time being of the essence. Delivery shall be to the Brooks Public Safety at 850 State Street, Rocky Mount, VA 24151 (“**County location**”). Coordination of the delivery should be discussed with Lieutenant Thomas Custer at (434) 589-8211. Risk of loss shall pass to County upon Delivery of the Vehicles to the County at County location with prior notice of the Delivery Date and time provided to County in advance.

(b) Inspection and Acceptance. County shall have at minimum thirty (30) days from Delivery or more if permitted under the Cooperative Agreement within which to inspect the Vehicles for conformance to the Specifications, and in the event of non-conformance to the Specifications to furnish Sheehy with written notice sufficient to permit Sheehy to evaluate such non-conformance (“**Notice of Defect**”). Any Vehicles not in conformance to Specifications shall be remedied by Sheehy within thirty (30) days from the Notice of Defect. In the event that Sheehy fails to remedy a defect within thirty (30) days as required under this Agreement, County may choose to: (1) Reject the Vehicles in their entirety and receive a complete reimbursement of any and all payments made to Sheehy under this agreement, Sheehy shall also be required at its sole cost and expense to remove the non-confirming Vehicles and this Agreement shall be deemed null and void and of no further force and effect; or (2) Accept the non-conforming Vehicles subject to a discount equal to either (i) the value of the missing or defective parts, equipment or portions of the Vehicles including any cost to install or make such part, equipment or portion operable, or (ii) the actual cost of the missing or defective part, equipment or portion of the Vehicles including any installation or service fees necessary to make such part, equipment or portion operable based on invoices and receipts. Nothing in this Section is intended to limit any repairs, services or equipment covered under a Warranty provided with the Vehicles, and Sheehy agrees to respond to all Warranty claims and repairs promptly and with due diligence.

6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

COUNTY:

Fluvanna County, Attn: Linda Mills, Purchasing Officer, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1930 (billing and service and product inquiries)

Fluvanna County, Attn: Sheriff Eric Hess, 160 Commons Blvd., Palmyra, VA 22963, telephone (434) 591-2008 (service and product inquiries)

With a Copy to: Fluvanna County Attorney, P.O. Box 540, Palmyra, VA 22963, telephone (434) 591-1910 (contract inquiries)

Seller:

Sheehy Ford of Richmond, Inc., 641 Johnston Willis Drive, N. Chesterfield, VA 23236

7. Other Terms. The County's General Terms are attached hereto as Exhibit 3 and incorporated herein by reference as a material part of this Agreement.

The Seller has reviewed and agrees to the County's General Terms: _____[Initial].

8. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Vehicles. Additional or different terms proposed by the County shall not be applicable, unless accepted in writing by Sheehy's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Sheehy's authorized representative.
9. Conflict. Whenever possible the Agreement and exhibits shall be read together and the requirements of all of the same shall be met. In the event of a direct conflict between this Agreement and any exhibit hereto, the following shall be the order of precedence: (i) this Agreement; (ii) the Quote; (iii) the County's General Terms; and (iv) the Cooperative Agreement. For clarification, (i) would control over (ii) though (iv); (ii) would control over (iii) and (iv); and so forth.
10. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Agreement may be executed by a Party's signature transmitted by facsimile or email, and copies of this Agreement executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

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

[SIGNATURE PAGE TO FOLLOW]

Seller:
Sheehy Ford of Richmond, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer:
**County of Fluvanna, a political subdivision of
the Commonwealth of Virginia**

By: _____

Name: _____

Title: _____

Date: _____

Fluvanna County Sheriff's Office

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Fluvanna County Attorney



Virginia Public Body Procurement Worksheet

The Virginia Sheriffs' Association's Vehicle Procurement Program is open to all public bodies within the Commonwealth of Virginia. For assistance with the worksheet and any questions regarding this Procurement Program please contact Anna Martin at (919) 459-1072.

Disclaimer: Please contact awarded dealer before issuing purchase order. Pricing is subject to change. Click on the dealer directory below for all contact information. [Dealer Directory](#)

**CONTRACT: 25-08-0917
ITEM #131**

Awarded Dealer	Type of Vehicle	Zone	Base Unit Price
Sheehy Ford of Richmond	2025 Ford Police Interceptor Utility AWD (K8A)	Dogwood	\$43,281.00
Sheehy Ford of Richmond	2025 Ford Police Interceptor Utility AWD (K8A)	Colonial	\$43,181.00
Sheehy Ford of Richmond	2025 Ford Police Interceptor Utility AWD (K8A)	Heritage	\$43,231.00
Sheehy Ford of Richmond	2025 Ford Police Interceptor Utility AWD (K8A)	Chesapeake	\$43,131.00
Sheehy Ford of Richmond	2025 Ford Police Interceptor Utility AWD (K8A)	No Delivery	\$43,081.00

The 2025 Ford Police Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and VSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

Purchasing Agency: Fluvanna Sheriff

Color (Specify Color per Quantity): WHITE NT251559-1564

Please use a separate worksheet per vehicle when ordering multiple vehicles with different options. (Please select your zone from drop down menu below)

Quantity	Heritage	Unit Price	Qty Price
6		\$43,231.00	\$ 259,386.00

A quantity must be entered for all desired options below.

When ordering vehicles with the exact same options, please enter the number of vehicles as the quantity for all options below. For example, if you are ordering 2 vehicles enter 2 for all requested options)

Order Code Add Options

Quantity	Description	Code	Price	Total
6	3.3L V6 GAS	99B/44U	STD	
6	Wheel Covers (18" Full Face Wheel Cover) - Note: Only available with the standard Police wheel, not available with 64E	65L	\$66.00	\$ 396.00
6	Spot Lamp – LED Bulb: Driver only (Whelen)	51T	\$394.80	\$ 2,368.80
6	Rear-Door controls Inoperable / Locks Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate; Note: Locks/windows operable from driver's door switches with special tool	68G	\$75.00	\$ 450.00
6	Badge Delete - Deletes the "Police Interceptor" badging on rear liftgate; Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	NC	
6	100 Watt Siren/Speaker (includes pigtail and bracket)	18X	\$329.00	\$ 1,974.00
6	Exterior Color: OXFORD WHITE	YZ		
	Total Per Unit			\$ 44,095.80
	Total of All Units			\$ 264,574.80

PLEASE NOTE: All vehicles with upfits (including paint, bodies, lighting, decals, etc) will be invoiced upon Sheehy receipt of unit from manufacturer. Paperwork, including Certificate of Origin and Invoice, will be sent to purchaser via mail and purchaser will have 45 days to pay upon receipt. Once upfits are completed and unit delivered, purchaser will be invoiced for upfit portion and will have 45 days to pay for that portion after that date. If vehicle needs to be inspected by purchaser prior to payment being made, that needs to be scheduled with Sheehy within 10 calendar days of notice of arrival. Additional delivery fees may be incurred if the unit must be delivered prior to upfit, then brought back and re-delivered after completion.

THE BELOW ITEMS ARE NOW STANDARD ON ALL UNITS

Code	Description	Price	Standard
86T	Tail Lamp / Police Interceptor Housing Only: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe)(eliminates need to drill housing assemblies)	STD	
55F	Remote Keyless	STD	
43D	Dark Car Feature – Courtesy lamps disabled when any door is opened	STD	
17T	Switchable Red/White Lighting in Cargo Area	STD	
60A	Pre-wiring for grille LED lights, siren and speaker	STD	
19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand (10-second timer)	STD	
68B	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level 1. Doors will lock and windows will automatically go up at level II. Includes visual display in center stack with tracking.	STD	
76P	Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	STD	
549	Mirrors – Heated Sideview - Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	STD	
87P	Power passenger seat (8-way) w/2-way manual recline and lumbar	STD	
55B	BLIS® – Blind Spot Monitoring with Cross-traffic Alert	STD	
593	Perimeter Anti-Theft Alarm; Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn; Requires Keyless-Entry Key Fob (55F)	STD	
47A	Police Engine Idle feature: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	STD	
76R	Reverse Sensing System	STD	
17A	Aux Air Conditioning -	STD	
19K	H8 AGM Battery	STD	

THE BELOW ITEMS ARE NO LONGER AVAILABLE ON ALL UNITS

NO LONGER AVAILABLE	Front Interior Visor Light Bar (LED); Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities) Note: Front Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96W	N/A
NO LONGER AVAILABLE	18" Painted Aluminum Wheel - Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	N/A
NO LONGER AVAILABLE	Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	N/A
NO LONGER AVAILABLE	Rear Center Seat Delete (includes center seat delete tray) Note: Not available with 65U or vinyl rear seats REQ F6	85S	N/A
NO LONGER AVAILABLE	OBD-II Split Connector	61B	N/A



Virginia Public Body Procurement Worksheet

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Purchasing Agency: Fluvanna Sheriff

Color (Specify Color per Quantity): **WHITE NT251969**

Please use a separate worksheet per vehicle when ordering multiple vehicles with different options.

Quantity	(Please select your zone from drop down menu below)	Unit Price	Qty Price
1	Heritage	\$43,231.00	\$ 43,231.00

A quantity must be entered for all desired options below.

When ordering vehicles with the exact same options, please enter the number of vehicles as the quantity for all options below. For example, if you are ordering 2 vehicles enter 2 for all requested options)

Order Code Add Options

Quantity	Description	Code	Price	Total
1	3.3L V6 GAS	99B/44U	STD	
1	Wheel Covers (18" Full Face Wheel Cover) - Note: Only available with the standard Police wheel, not available with 64E	65L	\$66.00	\$ 66.00
1	Spot Lamp – LED Bulb: Driver only (Whelen)	51T	\$394.80	\$ 394.80
1	Rear-Door controls Inoperable / Locks Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate; Note: Locks/windows operable from driver's door switches with special tool	68G	\$75.00	\$ 75.00
1	Badge Delete - Deletes the "Police Interceptor" badging on rear liftgate; Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	NC	
1	100 Watt Siren/Speaker (includes pigtail and bracket)	18X	\$329.00	\$ 329.00
1	<u>Exterior Color:</u> OXFORD WHITE	YZ		
Total Per Unit				\$ 44,095.80
Total of All Units				\$ 44,095.80

PLEASE NOTE: All vehicles with upfits (including paint, bodies, lighting, decals, etc) will be invoiced upon Sheehy receipt of unit from manufacturer. Paperwork, including Certificate of Origin and Invoice, will be sent to purchaser via mail and purchaser will have 45 days to pay upon receipt. Once upfits are completed and unit delivered, purchaser will be invoiced for upfit portion and will have 45 days to pay for that portion after that date. If vehicle needs to be inspected by purchaser prior to payment being made, that needs to be scheduled with Sheehy within 10 calendar days of notice of arrival. Additional delivery fees may be incurred if the unit must be delivered prior to upfit, then brought back and re-delivered after completion.

THE BELOW ITEMS ARE NOW STANDARD ON ALL UNITS

	Tail Lamp / Police Interceptor Housing Only: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe)(eliminates need to drill housing assemblies)	86T	STD	
	Remote Keyless	55F	STD	
	Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	STD	
	Switchable Red/White Lighting in Cargo Area	17T	STD	
	Pre-wiring for grille LED lights, siren and speaker	60A	STD	
	Rear Camera On-Demand – allows driver to enable rear camera on-demand (10-second timer)	19V	STD	
	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level 1. Doors will lock and windows will automatically go up at level II. Includes visual display in center stack with tracking.	68B	STD	
	Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	STD	
	Mirrors – Heated Sideview - Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	STD	
	Power passenger seat (8-way) w/2-way manual recline and lumbar)	87P	STD	
	BLIS® – Blind Spot Monitoring with Cross-traffic Alert	55B	STD	
	Perimeter Anti-Theft Alarm; Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn; Requires Keyless-Entry Key Fob (55F)	593	STD	
	REQ 55F			
	Police Engine Idle feature: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	STD	
	Reverse Sensing System	76R	STD	
	Aux Air Conditioning -	17A	STD	
	H8 AGM Battery	19K	STD	

THE BELOW ITEMS ARE NO LONGER AVAILABLE ON ALL UNITS

NO LONGER AVAILABLE	Front Interior Visor Light Bar (LED): Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities) Note: Front Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96W	N/A	
NO LONGER AVAILABLE	18" Painted Aluminum Wheel - Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	N/A	
NO LONGER AVAILABLE	Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	N/A	
NO LONGER AVAILABLE	Rear Center Seat Delete (includes center seat delete tray) Note: Not available with 65U or vinyl rear seats REQ F6	85S	N/A	
NO LONGER AVAILABLE	OBID-II Split Connector	61B	N/A	

**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 type="checkbox"/>	The Board of Supervisors Work Plan

MEMORANDUM

Date: July 2, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY25 BOS Contingency Balance

The FY25 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$248,824
Less: Position Upgrades for COR's Office – 07.03.24	-\$19,721
Less: TJPDC Spring Regional Housing Summit – 07.03.24	-\$2,500
Less: BOS Leadership Retreat – 07.03.24	-\$4,500
Less: Position Upgrade from EMS Supervisor to Director – 07.03.24	-\$22,670
Less: Command Structure in Emergency Services – 07.03.24	-\$22,025
Reassessment Budget Transfer – 08.07.24	\$49,284.47
Less: Dewberry Engr Svc for Comms Twr Inspect and Mapping – 09.04.24	-\$5,300
Less: Prelim Engg Rpt PG & Comm Blvd Wtr & Sewer Service – 10.16.24	-\$31,555
Less: Position Upgrades for Treasurer Office – 11.06.24	-\$13,076
Less: TJPDC Regional Housing Study Participation – 05.07.25	-\$6,000
Less: Employee Engagement Survey – 05.07.25	-\$23,120
Less: Palmyra Sewer Redemption – 05.21.25	-\$20,000
Less: Commonwealth Atty Case Management System with Spartan – 06.04.25	-\$24,200
Available:	\$103,441.47

MEMORANDUM

Date: July 2, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY26 BOS Contingency Balance

The FY26 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Available:	\$150,000

MEMORANDUM

Date: July 2, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY25 Capital Reserve Balances

The FY25 Capital Reserve account balances are as follows:

County Capital Reserve:

FY24 Carryover	\$497,849.16
FY25 Budget Allocation:	\$250,000
Less: Public Safety Building Replace HVAC Unit #4 – 09.04.24	-\$19,318.80
Less: Library Heat Pump Unit #4 Replacement – 10.02.24	-\$7,000
Less: FUFC Bay #5 Roll Up Door Repair – 10.02.24	-\$9,055
Less: Public Safety Building Sewer Back-Up – 10.02.24	-\$10,175
Less: Public Safety Sewer Line Repairs – 11.20.24	-\$20,500
Less: Admin Building IT Room HVAC Replacement – 11.20.24	-\$10,340
Less: Forestry Mulching Pleasant Grove Park – 04.16.25	-\$8,000
Less: Floor Recoat Kent’s Store Fire Truck Bay Area – 04.16.25	-\$49,321
Less: Replace Water Heater Courts Building – 04.16.25	-\$11,750
Less: Replace Transmission in Ambulance 6 – 05.07.25	-\$9,645.68
Add: Closed CRM Project – 05.15.25	\$7,105.75
Less: Courthouse Boiler Repairs – 06.04.25	-\$19,685
Less: Commonwealth Atty Basement Renovation Continuance – 06.04.25	-\$7,500
Less: Public Utilities Sewage System Replacement – 05.07.25	-\$30,000
FY25 Available:	\$542,664.43

Schools Capital Reserve:

FY24 Carryover	\$237,045.55
FY25 Budget Allocation:	\$200,000
Less: FMS HVAC Unit Replacement & Installation – 07.03.24	-\$39,566
Less: FMS Bat Elimination – 08.07.24	-\$30,000
Less: School's Asphalt Patching (FCHS, CB, & CE) – 08.07.24	-\$9,759
Less: FCHS Driver on Chiller Circulation Pump – 08.21.24	-\$9,850
Less: CE Failed Condenser Fan's Chillers 1 & 2 – 10.02.24	-\$5,985
Less: FMS Remove Bat Colony & Seal Roofline – 10.02.24	-\$61,129
Less: Central Chiller Condenser Fan Motors – 11.06.24	-\$13,500
Add: Closed CRM Projects – 11.10.24	\$4,400
Less: Furnish & Install 9 HVAC Contactors – 11.20.24	-\$8,224.45
Less: FCHS Replace & Install 8 Speed Bumps – 11.20.24	-\$8,000
Less: FCHS Replace & Install Hot Water Pump Motor – 11.20.24	-\$4,736
Less: CEN & FMS Damage Due to Weather & Power Surges – 11.20.24	-\$9,171
Less: Abrams Academy 2 Building Removal – 11.20.24	-\$11,500
Less: FMS Recess Field Netting – 02.05.25	-\$3,220
Less: FCHS Bleachers & Gym – 02.05.25	-\$5,850
Less: Remove Carpet and ACM Floor Tile in 2 Small Buildings – 04.02.25	-\$7,250
Add: Closed CRM Projects – 04.17.24	\$286.53
Less: Blktop Repair at Central, Carysbrook, and FMS Tennis Court – 06.04.25	-\$24,947
FY25 Available:	\$189,044.63

MEMORANDUM

Date: July 2, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY26 Capital Reserve Balances

The FY26 Capital Reserve account balances are as follows:

County Capital Reserve:

FY25 Carryover	\$542,664.43
FY26 Budget Allocation:	\$250,000
FY26 Available:	\$792,664.43

Schools Capital Reserve:

FY25 Carryover	\$189,044.63
FY26 Budget Allocation:	\$250,000
FY26 Available:	\$439,044.63

MEMORANDUM

Date: June 18, 2025
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY24 Year End (Audited) Unassigned Fund Balance:	\$30,580,253
Unassigned Fund Balance – 12% Target Per Policy:	12,268,030
Unassigned Fund Balance – Excess Above Policy Target:	18,312,223
Less: FCHS Track Resurfacing/Milling CIP – 08.06.24	-\$221,000
Less: Dev Agrmt btw Fluvanna, Zion 3 Notch, & Econ Dev Auth – 08.07.24	-\$250,000
Less: FY24-25 County Carryover Request – 12.04.24	-\$124,510.50
Less: FY24-25 Schools Carryover Request – 12.04.24	-\$370,591.10
Less: Space Study – 02.05.25	-\$136,295
Less: Deed of Easement & Utility Agmt with Macon Properties – 12.18.25	-\$106,000
Less: VA 250 Preservation Fund Grant – Historic Courthouse – 03.19.25	-\$400,029.50
Less: FY24 to FY25 JRWA Carryover Request – 05.21.25	-\$18,513
Less: Information Technology ADP Services (CAMA) – 05.21.25	-\$7,304
Current (Audited) Unassigned Fund Balance:	\$16,677,979.90

MEMORANDUM

Date: July 02, 2025
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY25 Year End (Unaudited) Unassigned Fund Balance:	\$16,677,979.90
Current (Unaudited) Unassigned Fund Balance:	\$16,677,979.90

*Audited FY25 Year End Unassigned Fund Balance will be available upon Completion of the FY25 Annual Comprehensive Financial Report

