



FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING AGENDA
 Circuit Courtroom, Fluvanna Courts Building
 July 1, 2026 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

A Resolution Honoring Sandra Ann Parrish

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – APPOINTMENTS

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

B 2026 General Assembly Presentation – Dan Whitten, County Attorney

8 – ACTION MATTERS

C Amendments to the Fluvanna County Board of Supervisors 2026 Bylaws and Rules of Procedure – Dan Whitten, County Attorney

D Authorization to Advertise a Public Hearing to Amend the Fluvanna County Code Regarding Erosion and Sedimentation Control – Dan Whitten, County Attorney

E Authorization to Advertise a Public Hearing to Amend the Fluvanna County Code Regarding the Noise Control Ordinance – Dan Whitten, County Attorney

F Resolution Initiating a Referendum to Authorize Local Sales Tax not to Exceed 1% - Dan Whitten, County Attorney

G FY26 Fluvanna County Public Schools Revenue Budget Transfer – Tori Melton, Director of Finance

15 – CLOSED MEETING

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

RECONVENE

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

9 – PUBLIC HEARING (normally not to exceed 10 minutes each)

H VDOT Secondary Six Year Plan Public Hearing – Craig Simpson, VDOT Residency Administrator

I Public hearing to amend § 21-2-13 and the Water and Sewer Schedule in the County Code – Dan Whitten, County Attorney

J Public hearing for Deed of Ingress/Egress Easement – Dan Whitten, County Attorney

K Radio Control Flying Club, Inc. MOU – Kelly Harris, Assistant County Administrator

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.

L ZTA 26:11 Amendments to the Fluvanna County Code, amending §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1 and 22-23-8 and enacting § 19-3-1.1 to clarify and improve requirements for subdivisions, private roads, and site development plans – Dan Whitten, County Attorney; Todd Fortune, Director of Planning

10 – CONSENT AGENDA

- M Minutes of June 17, 2026 – Caitlin Solis, Clerk to the Board
 - N FY27 Fluvanna Recovery Court Memorandum of Agreement – Eric Dahl, County Administrator
 - O Project Agreement for Elevated Storage Tank Hypochlorite Feed System As-Built – Dan Whitten, County Attorney
 - P 5th Amendment to Software as a Service Agreement with Tyler Technologies – Dan Whitten, County Attorney
 - Q FY26 Additional Library State Aid Supplemental Appropriation – Theresa McAllister, Management Analyst II
-

11 – UNFINISHED BUSINESS

TBD

12 – NEW BUSINESS

TBD

14 – PUBLIC COMMENTS #2 (5 minutes each)

15 – CLOSED MEETING AND DINNER RECESS

TBD

16 – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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

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

TAB A

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	A Resolution Recognizing and Honoring the 50 Years of Service of Sandra Ann Parrish, Chief Deputy Clerk				
MOTION(s):	I move the Board of Supervisors adopt "A Resolution Recognizing and Honoring the 50 Years of Service of Sandra Ann Parrish, Chief Deputy Clerk"				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator and Tristana Treadway, Clerk of the Circuit Court				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	A Resolution Recognizing and Honoring the 50 Years of Service of Sandra Ann Parrish, Chief Deputy Clerk.				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Resolution 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 19-2026

**A Resolution Recognizing and Honoring the 50 Years of Service
of Sandra Ann Parrish, Chief Deputy Clerk**

WHEREAS, Sandra Ann Parrish, a lifelong resident of Fluvanna County, has demonstrated exceptional professionalism, integrity, dedication, and commitment to public service throughout a distinguished career spanning five decades; and

WHEREAS, Ms. Parrish did begin employment with the Fluvanna County Circuit Court Clerk’s office under Richard F. George, Clerk on July 12, 1976; and

WHEREAS, Ms. Parrish was appointed by Richard F. George, Clerk, as a Deputy Clerk of the Fluvanna County Circuit Court on June 20, 1978; and

WHEREAS, Ms. Parrish was appointed by Bouson E. Peterson, Clerk, as the Chief Deputy Clerk of the Fluvanna County Circuit Court on June 28, 2015, and re-appointed by Tristana P. Treadway, Clerk, on December 15, 2015; and

WHEREAS, Ms. Parrish has faithfully served the citizens of Fluvanna County for 50 years; and

WHEREAS, Ms. Parrish has played an invaluable role in supporting the administration of justice within the Fluvanna County Circuit Court, ensuring the efficient operation of the court and providing outstanding service to the clerk, judges, attorneys, court personnel, and the public; and

WHEREAS, through years of institutional knowledge, leadership, and steadfast commitment, Ms. Parrish has contributed significantly to the preservation of county records, and the continued excellence of the Circuit Court Clerk’s Office; and

WHEREAS, Ms. Parrish’s dedication has earned the respect and admiration of colleagues, elected officials, members of the legal community, and generations of Fluvanna County residents; and

WHEREAS, achieving 50 years of service in local government is an extraordinary accomplishment that reflects a remarkable work ethic, loyalty, and devotion to the citizens of Fluvanna County and the Commonwealth of Virginia;

THEREFORE, be it resolved, that the Fluvanna County Board of Supervisors does hereby recognize the contributions and professionalism of Sandra Ann Parrish to this community. The Board offers its sincere gratitude for her many years of service.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors a Regular Meeting of the Board held on the 1st day of July, 2026.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
D. Michael Goad, Fork Union District						
Timothy M. Hodge, Palmyra District						
Chris Fairchild, Cunningham District						
Tony O’Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

Tony O’Brien, Chair
Fluvanna County Board of Supervisors

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

TAB B

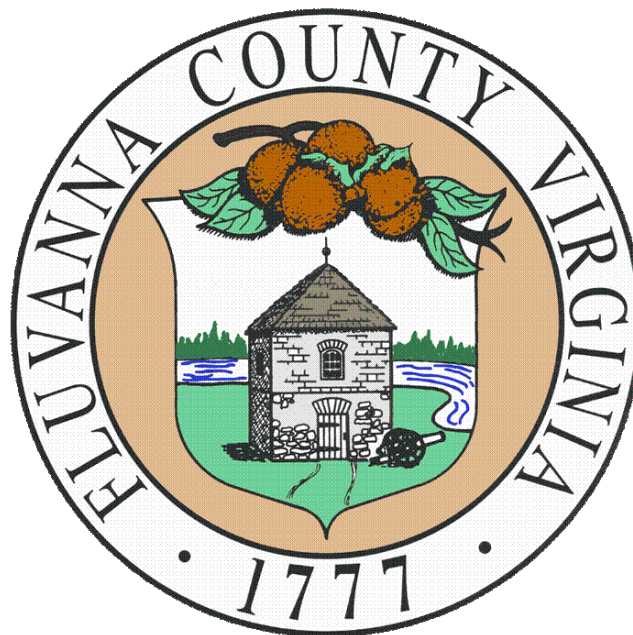
MEETING DATE:	July 1, 2026				
AGENDA TITLE:	2026 General Assembly Presentation				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Informational				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> Review of the 2026 General Assembly Bills that are relevant to Fluvanna County 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

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

TAB C

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Amendments to the Fluvanna County Board of Supervisors 2026 Bylaws and Rules of Procedure				
MOTION(s):	I move that the Board of Supervisors approve the attached amendments to the Fluvanna County Board of Supervisors 2026 Bylaws and Rules of Practice and Procedure				
BOS WORKPLAN?	Yes	No	If yes, which 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:	N/A				
TIMING:	N/A				
DISCUSSION:	<p>These amendments to the 2026 Bylaws and Rules of Procedure reflect the following changes:</p> <ol style="list-style-type: none"> 1) Clarification that when citizens speak at a public meeting, they must state their name and their voting district or community of residence. 2) Clarification that no more than 2 Board members can attend a town hall or community meeting at the same time. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Fluvanna County Board of Supervisors 2026 Bylaws and Rules of Practice and Procedure				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

FLUVANNA COUNTY BOARD OF SUPERVISORS



2026 BYLAWS AND RULES OF PRACTICE & PROCEDURES

Adopted
July 1, 2026

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Fluvanna County Board of Supervisors
BYLAWS AND RULES OF PRACTICE AND PROCEDURES

I. CREATION. Fluvanna County Board of Supervisors, hereinafter called the Board, is an elected body provided by the Code of Virginia, Section 15.2-1400. It consists of five members with one elected from each of the five Election Districts.

II. SEAL OF THE BOARD. When affixed to any paper or document by the Clerk for the Board, the Seal has the force and effect for authentication for the Board.

III. PRINCIPAL ADDRESS. 132 Main Street, Palmyra, Virginia, mailing address: P.O. Box 540, Palmyra, Virginia 22963.

IV. RULES

A. These Bylaws and Rules of Practice and Procedures (“Rules”) are adopted and shall apply to the Board of Supervisors of Fluvanna County. These Rules are intended to expedite transaction of the business of the Board of Supervisors in an orderly fashion. The Bylaws and Rules are deemed to be procedural only. The failure strictly to observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

B. All meetings and business shall be conducted in accordance with these Rules, Robert’s Rules of Order Newly Revised (12th Edition), and the law of Virginia. In the event of conflict, the law of Virginia shall govern. A decision of the Chair with respect to the interpretation, applicability, or enforcement of these Rules may be overruled by a majority vote of the Members present and voting.

C. Except as otherwise provided by law, any rule of the Board may be suspended temporarily, upon approval of the majority of the Board members present and voting. The temporary suspension shall apply only to the matter under immediate consideration and, in no case, shall it extend beyond an adjournment.

D. No rule of the Board shall be adopted or amended except by majority vote of the Board.

V. CONSTRUCTION. As used in these Rules, the masculine shall include the feminine and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word “may” is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

VI. DEFINITIONS. As used in these Rules, the following terms are defined:

A. Action of Record. An action taken or decision made by the Board recorded in the Minutes of the Meetings. Except as otherwise required by law, an Action of Record may take the following forms:

1. Motions and seconds with the recorded votes of the members.
2. Consensus agreement of the Board without vote by the Board.
3. Directive of the Chair in the exercise of that office during the conduct of an official meeting of the Board.

B. Board. The Fluvanna County Board of Supervisors.

C. County Code. The Code of Fluvanna County.

D. Directive. An exercise of discretionary authority granted to the Chair from the Board empowering the Chair as follows:

1. To enforce the protocols of these Rules for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.
2. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board.
3. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

E. Item of Business. A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

F. Meeting or Official Meeting. Any Annual Organizational, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

1. Annual Organizational Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January. The County Administrator shall preside during the election of the Chair of the Board.

2. **Joint Meeting:** A Joint Meeting may be conducted simultaneously with one or more public bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

3. **Public Information Meeting:** A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator.

4. **Public Hearing:** A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

5. **Recessed Meeting:** A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

6. **Rescheduled Meeting:** A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these Rules. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting.

7. **Work Session Meeting:** A Work Session Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Work Session Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

G. **Primary Motion.** The first motion presented following informal discussion of any Item of Business at a Board meeting.

H. **Substitute Motion.** A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

I. **Virginia Code.** The 1950 Code of Virginia, as amended.

VII. BOARD CHAIR

A. At the first meeting of the year, the Board selects one of its members to serve as Chair. The Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. The Chair, when present, shall preside at all meetings of the Board and shall take the Chair at the hour appointed for every Board meeting and shall immediately call the members to order and, except in the absence of a quorum, shall proceed with the business of the Board in the manner prescribed by these Rules. The Chair shall preserve order and decorum and shall decide all questions of order.

C. Upon the death, resignation or other permanent disability of the Chair to fulfill the duties of his office, the Board shall elect a new Chair at its next regularly scheduled meeting or as soon thereafter as possible.

VIII. BOARD VICE CHAIR

A. At the first meeting of the year, the Board selects one of its members to serve as Vice Chair. The Vice Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. In the absence, or inability to act, of the Chair, the Vice Chair shall have and exercise all the powers and duties of the Chair.

IX. BOARD MEMBERS

A. Notification of Absence. If any Board member is unable to attend a meeting, all reasonable effort shall be made to notify the Chair and the County Administrator as soon as possible to ensure there are sufficient members present and voting to consider all agenda items. The County Administrator shall continue an agenda item if there will not be a sufficient number of Board members present and voting at the meeting to approve the item.

B. Conflicts of Interest. At such times a Board member may find himself with a conflict of interest as set forth in the Code of Virginia, Section 2.2-3100 et seq., the Board member shall state the nature of the conflict of interest prior to an issue being heard and shall remove himself from the meeting. The member shall not vote or in any manner act on behalf of the Board with respect to the issue for which a conflict has been declared, until such time as the issue has been decided. The member shall not attend any portion of a closed meeting authorized by the Virginia Freedom of Information Act when the issue is discussed; and will not discuss the issue with other governmental officers or employees in their official capacity at any time.

X. COUNTY ADMINISTRATOR. The County Administrator shall assume the general duties as set forth in the Code of Virginia, Section 15.2-1541. He shall maintain an office at the same address as the Board. The County Administrator, or a designated representative, shall attend each

meeting of the Board and shall provide such information to the Board as necessary to assist Board members in their deliberations and decision making.

XI. CLERK FOR THE BOARD. The Executive Assistant to the County Administrator is appointed and shall serve as Clerk for the Board per Section 15.2-1538.

XII. COUNTY ATTORNEY. The County Attorney shall perform the duties set forth in Code Section 15.2-1542. The County Attorney or his deputy or assistant county attorney designated by him shall attend each meeting of the Board and shall serve as adviser to the Board on issues of law relating to the Board's business. The County Attorney assists the Board in analyzing the facts, provides advice and action in legal matters, and represents the Board in civil actions.

XIII. PARLIAMENTARY PROCEDURE. The County Attorney shall serve as the Parliamentarian for the purpose of interpreting these Bylaws and Rules of Procedure and Robert's Rules of Order as may be directed by the Chair, or as required as a result of a point of order raised by any one or more Board members. If the County Attorney is unavailable, the County Administrator shall serve as the Parliamentarian.

XIV. QUORUM FOR THE EXERCISE OF BOARD BUSINESS. A majority of the Board shall constitute a quorum for the purpose of conducting Board business.

XV. MEETINGS

A. Regular Meeting Schedule

1. Meetings are held on the first Wednesday of each month at 5:00 p.m. and on the third Wednesday of each month at 6:00 p.m. in the Fluvanna County Circuit Court at 72 Main St., Palmyra, unless another location is announced.

2. Meetings held on the first Wednesday will adjourn/recess no later than 9:00 p.m., and meetings held on the third Wednesday will adjourn/recess no later than 10:00 p.m.

3. The Board, at its pleasure, may continue its meeting beyond the normal adjournment/recess time, by majority vote of the Board members present and voting.

4. Meetings shall start at the appointed time, and if the Chair is not present, the Vice Chair shall preside.

5. If neither the Chair nor the Vice Chair is present, the County Administrator shall call the meeting to order and preside for the election of a temporary Chair.

B. Work Sessions Schedule. When needed, Work Sessions are held on the third Wednesday of each month at 5:00 pm, prior to the 6:00 pm Regular Meeting, in the Fluvanna County Circuit

Court at 72 Main St., Palmyra, unless another location is announced. Other days/times may be scheduled by majority consent of the Board.

C. Closed Meetings

1. Closed Meetings will be held as needed, but may only be convened in conformance with Section 2.2-3711 of the Code of Virginia (1950), as amended.

2. No resolution, ordinance, rule, contract, regulation, or motion agreed to in a Closed Meeting shall become effective until the Board reconvenes in an Open Session and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion which shall have its substance reasonably identified in the open meeting.

3. At the conclusion of a Closed Meeting, the Board shall reconvene in Open Session immediately thereafter and shall take a roll call vote certifying that to the best of each member's knowledge:

a. Only public business matters lawfully exempted from Open Session requirements were discussed; and

b. Only public business matters identified in the motion convening the Closed Meeting were heard, discussed or considered.

Any member who believes that there was a departure from the above requirements shall so state prior to the vote, indicating the substance of the departure that, in his judgment, has taken place.

4. The failure of the certification to receive the affirmative vote of a majority of the members present and voting during the Closed Meeting shall not affect the validity or confidentiality of the Closed Meeting with respect to matters considered therein in compliance with the Freedom of Information Act.

5. The Board may permit non-members to attend a Closed Meeting if their presence will reasonably aid the Board in its consideration of an issue. Except as otherwise directed by the Board, the County Attorney and the County Administrator shall attend all Closed Meetings.

D. Special Meetings. The Board may hold Special Meetings as it deems necessary, at such times and places as it finds convenient, and may adjourn such special meetings from time to time as it finds convenient and necessary. Special Meetings shall be called and scheduled per §15.2-1418.

E. Community Engagement and Town Halls. Individual Board members may hold and/or participate in community meetings, town halls, and other community engagement gatherings at their discretion. No more than two (2) Board members shall attend any such gathering **at the same time**.

XVI. AGENDA ITEM SUBMISSION

A. All agenda items are due to the Clerk for the Board by close of business (“COB”) Tuesday the week before the Board meeting, with the exception of presentations. Presentations by applicants presenting on zoning matters are due by COB Wednesday the week before the Board meeting, and the presentations will be included in the Board packet. Staff presentations are due by COB Tuesday the week of the meeting.

B. All agenda items require a *BOS Agenda Item Staff Report*. Staff Report and motion samples are available in the “Library/00-BOS Submissions” folder under “Procedures and Formats.”

C. Copy all files into the “Library/00-BOS Submissions” folder (if you do not have access to the county’s shared drive, email the materials to clerk@fluvannacounty.org).

D. Items can be in any file format (e.g., doc, docx, pdf, ppt, pptx, xls, xlsx)

E. NO paper copies of requested Agenda Items are required.

F. Name the submission files as follows:

For Agenda Category:	Name Your File:
06 Appointments	06-Short title of item similar to agenda
07 Presentations	07-
08 Action Matters	08-
09 Public Hearing	09-
10 Consent Agenda	10-
11 Unfinished Business	11-
12 New Business	12-

XVII. AGENDA PREPARATION

A. The Clerk, under the direction of the County Administrator, shall prepare the agenda for meetings.

B. The County Administrator may at his discretion, and individual Board members may by request to the County Administrator, place matters of business on the Agenda according to the schedule in paragraph XVI.A above for discussion, information and/or action by the Board as are germane to the affairs and interests of the Board and county. However, this does not prevent the County Administrator or Board members, at their discretion, from having items included which are received after the regular cutoff date.

C. Any Constitutional Officer, department head, agency head, or citizen may also submit items for Agenda consideration provided such requests are received in advance according to the schedule in paragraph XVI.A above.

D. The County Administrator shall allocate time to items on the agenda to suit the convenience of the Board.

E. If the County Administrator considers a requested agenda item not appropriate for consideration by the Board, he shall inform the Chair for a decision. This does not prevent retaining the item on the agenda by majority consent of the Board.

F. The Chairman and County Administrator shall style routine, non-controversial matters requiring Board action on a Consent Agenda. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of any Board member present. Only one motion is necessary to adopt all recommendations and action items on the Consent Agenda.

G. The Clerk for the Board shall submit the draft agenda to the Chair on the Wednesday in the week before a regularly scheduled meeting for the Chair’s review and approval. Agendas for special or other meetings may have the preparation and approval timeline modified to accommodate the available timeframe.

H. Issues for which actions will be required shall normally have all materials in the agenda package for advance study.

I. The Board agenda and related materials shall be received by each member of the Board and the County Attorney not later than the Friday before the scheduled regular meeting. The Clerk for the Board may request an adjustment to the delivery schedule due to special circumstances.

J. The Clerk shall prepare extra copies of the agenda and shall make the same available to the public and the press in the Office of the County Administrator, the Public Library, and on the County website. The Clerk shall also have at least one hard copy available at each regular meeting.

XVIII. ORDER OF BUSINESS. The Order of Business shall be as follows unless the County Administrator in drawing up the Agenda shall find good cause to change it:

1 – Call to Order
2 – Pledge of Allegiance and Moment of Silence
3 – Adoption of Meeting Agenda
4 – County Administrator’s Report
5 – Public Comments #1
6 – Appointments

7 –Presentations
8 – Action Matters
9 – Public Hearing
10 –Consent Agenda
11 – Unfinished Business
12 – New Business
13 – Public Comments #2
14 – Closed Meeting (as needed)
15 – Adjourn

XIX. CONDUCT OF BUSINESS

A. Basic Principles: The following principles should be observed at all times in the transaction of public business before the Board.

1. Only one subject may claim the attention of the Board at one time.
2. Each item presented for consideration is entitled to full and free discussion.
3. Every member has rights equal to every other member except as to procedural matters within the competence of the Chair.
4. The will of the majority must be carried out, and the rights of the minority must be preserved.
5. The personality and desires of each member should be merged into the larger unit of the Fluvanna County Board of Supervisors.

B. The Board shall adopt an agenda for each meeting by recorded vote of a majority of the Board members present and voting. The adoption of the agenda shall be the first item for action following the Call to Order, Pledge of Allegiance, and Moment of Silence.

C. Items shall be heard in order of the agenda, except as the Board decides when adopting the agenda and that the Board may vote to call up any matter at any time.

D. Except as provided in subsection F. of this Section XX, the Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present and voting.

E. The Board shall consider all items on the agenda before taking any other items, unless an unlisted item is brought by majority consent of the Board members present and voting.

F. Items not on the agenda shall be heard as the final items of the Board's business, time permitting, or shall be carried over to the next regular meeting or a special meeting as determined by majority consent of the Board.

G. Exhibits before the Board shall become the property of the Board and shall be filed with the Clerk and shall be deemed a part of the record of the meeting at which submitted.

H. Citizens shall not speak at a meeting until they are recognized. Citizens shall request recognition by addressing "Mr. Chair" or "Madam Chair" (as appropriate), stating their name, their **voting district or community of residence** address, and awaiting acknowledgment by the Chair. The Chair may permit a dialogue without individual recognition between members of the Board or between a member and a citizen if such dialogue is orderly and contributes to the expeditious conduct of business.

I. Should it be desired by the Chair, any member, or by the County Administrator, the member making a resolution shall reduce the same to writing and deliver it to the County Administrator's Office. The Clerk shall take down verbal resolutions as accurately as possible to reflect the intent of the Board.

J. Prior to initiating a public hearing, the Chair shall recount, either verbatim or by reference, the rules under which the hearing shall be operated, but the Board may amend the rules during the hearing by giving notice of the change to those gathered (e.g., a change to the time limitation for individual speakers).

K. At the beginning of the public hearing, the Chair shall call upon the County Administrator or the other staff member handling the matter at hand to present a description of the issue placed before the hearing, or the Chair may do so himself.

L. For zoning matters where a public hearing has been advertised, the planning staff shall be called upon by the Chair to introduce the topic. Then the applicant shall be permitted to speak on behalf of his application and may make a presentation. Next the public hearing shall be opened. At the conclusion of the public hearing, the applicant shall be provided with the opportunity to answer questions or provide additional information for the Board in response to comments made during the public hearing.

M. For zoning matters where an item has been deferred after a public hearing, the planning staff shall be called upon by the Chair to introduce the topic. Then the Chair will ask the Board whether it wants to hear updates from the applicant regarding the deferred item. If approved by a majority of the Board, the applicant shall be permitted to speak on behalf of his application and may make a presentation. The applicant shall then be provided with the opportunity to answer questions or provide additional information for the Board.

N. Subject to revocation or extension by the majority of the Board assembled, the Chair may in all matters establish a maximum time for consideration of any matter, and/or limit the amount of time available to each speaker, including Board members, on a matter and/or limit the number of times each speaker may address the Board on a matter. Regardless, every Board member is entitled to speak on every matter before the Board and the call for the question shall not be entertained until all members who wish to exercise this right shall have done so at least once.

O. All members and citizens shall limit their comments before and to the Board. The Chair may prohibit questions from citizens until a speaker has finished his presentation.

P. The Board of Supervisors has set forth the following rules for time limits for various agenda items or comments from the public, unless modified by majority consent of the Board:

1. Action Item presentations shall be limited to thirty (30) minutes.
2. Presentations shall be limited to ten (10) minutes.
3. Public Comments shall be limited to five (5) minutes per individual.

Q. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting. The postponement or cancellation of a public hearing shall be as follows:

1. Any public hearing scheduled for a Board of Supervisors meeting that has been publicly advertised shall not be postponed based on a request from a non-County government entity or person absent extreme mitigating circumstances. The Chair, with concurrence of the County Administrator, will determine when such circumstances exist. If mitigating circumstances exist, the petitioner will bear any cost incurred by the County in providing public notification of the change and for the cost of advertising the new date of the hearing.

2. The Chair, with the concurrence of the County Administrator, shall have the authority to postpone a public hearing based on the weather or other extraordinary circumstances.

3. In all cases, County staff will ensure all Board members are provided timely notification of schedule changes. Further, staff will ensure the public and general news media are notified of changes to schedules which have been announced in public. The public hearing shall be rescheduled, if appropriate, and advertised as required by law.

XX. MOTIONS

A. Motions by Board members shall require a second.

Exceptions. The following do not require a second:

- To Raise a Question of Privilege
- Questions of Order
- Objection to the Consideration of a Question
- Call up Motion to Reconsider
- Nominations
- Leave to Withdraw a Motion
- Inquiries of any kind

B. Motions shall not be formally discussed prior to being duly seconded.

C. After a motion is properly made and seconded, the Chair shall restate the motion and open the floor to discussion.

D. The Chair shall routinely refrain from making or seconding motions in order to fairly and impartially preside over the Board deliberations and discussion. In any case, the Chair shall not make or second a motion without first temporarily surrendering the chair to the Vice Chair, if present and willing to temporarily accept the gavel, or to another member present and willing to temporarily accept the gavel. In such event, he should not resume the chair until the motion is decided.

E. A maker of a motion may not speak against his motion.

F. The Chair shall call for and cause the vote to be recorded after the motion is properly made before the Board, has been seconded, and has been duly discussed. Any member believing a motion has been duly discussed may move or call for the previous question. Such motion shall not be debatable. However, if any member objects, the Chair shall call for a vote on the motion calling for the previous question. If that motion carries, the Chair shall proceed to call for the vote on the motion before the Board. If the motion calling for the previous question is defeated, the debate on the main motion shall continue.

G. A substitute motion may be made by any member to any motion properly on the floor. Once seconded, the substitute motion shall take precedence and all debate or action on the existing motion shall cease until the substitute motion is decided. Debate on a substitute motion is permissible. If the substitute motion is passed by a majority vote of the members then present and voting, the original motion is supplanted by the substitute motion. A second substitute motion can be made only after the first substitute motion is decided by vote of the Board.

H. When a motion is made and then cannot obtain a second, the motion will die for lack of a second and does not require a vote. However, in the event that a motion which is not seconded is nevertheless voted on by the Board and passes by a majority of the members present and voting, the failure of a second shall not invalidate the adoption of such motion.

I. Defeated Motions

1. Same Meeting: A defeated motion can be brought back for consideration at the same meeting if the members present agree to do so by a majority vote. Only a member who voted on the prevailing side may make the motion to reconsider the issue. The rule restricting renewal of a motion in the same session does not apply to a motion that died for lack of a second.

2. Subsequent Meeting: Except as otherwise provided by law, a defeated motion that is still applicable can be re-introduced at a subsequent meeting as new business (under the normal process for new business).

XXI. VOTING

A. All Actions of Record must be approved by vote unless there is unanimous consent.

B. When the question is called and there is no dispute, the Chair shall call for the vote.

C. Whenever any member wishes to abstain from voting on any question, he shall so state and, if because of a conflict, shall indicate in accordance with the Virginia Conflict of Interests Act, Virginia Code § 2.2-3100 et seq., and his abstention shall be announced by the Chair and recorded by the Clerk.

D. The Chair's vote on all issues before the Board shall be recorded with the prevailing side, unless the Chair clearly votes otherwise.

E. The Clerk shall record the name of each member voting and how he voted.

F. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

G. Except as otherwise provided by law, motions shall be carried by a majority of the members present and voting in the affirmative (§15.2-1420), except that a majority affirmative vote of all members shall be required for any appropriation exceeding \$500.00, the imposition of taxes, and the authorization for borrowing money (§15.2-1428).

XXII. RECORDING OF MEETINGS. The Clerk for the Board shall record each regular meeting. These recordings are the property of the Fluvanna County Board of Supervisors and are public records as provided by the Virginia Freedom of Information Act. Interested persons may listen to the recordings on the County website or in the County Administrator's office, or may obtain copies of the recording by making appropriate arrangements with the County Administrator's office. Costs will be borne by the person making the request. The original recordings shall not be borrowed or removed from the County Office Building, except under the specific prior authorization of the County Administrator.

XXIII. ORDERLY CONDUCT

A. It shall be the duty of the Chair to maintain order and decorum at meetings. The Chair, when presiding at a meeting of the Board, without vacating the chair, shall refer any point of order to the Parliamentarian.

B. In maintaining decorum and propriety of conduct, the Chair shall not be challenged and no debate shall be allowed until after the Chair 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 to discuss the matter by majority vote of the Board members present and voting.

C. All comments by members of the public during any Public Hearing must be germane to the purpose of that Public Hearing. All comments by members of the public during any Public Comment period must be germane to the services or policies of the County. When providing comments, members of the public are not permitted to campaign for public office and shall not promote private businesses or address pending litigation.

D. All comments and presentations by applicants speaking on a zoning matters must be germane to the purpose of the specific item that is pending before the Board.

E. No member or citizen shall be allowed to use of any profane, vulgar, obscene, abusive, defamatory, disruptive, or threatening speech, and doing so may result in removal from the meeting. No member or citizen shall use language of a personal nature which insults or demeans any person or which, when directed at a public official or County staff, is not related to his or her official duties.

F. All speakers shall be respectful of other opinions and viewpoints expressed at the meeting, and the audience shall not make audible expressions of support (i.e. applause) or of opposition (i.e. booing) during meetings.

G. Speakers should strive to avoid repetitive comments. Simple statements of endorsement of previous speakers are appropriate.

H. Speakers should address all comments to the Board of Supervisors and not the audience.

I. The Chair shall be the judge of all breaches of order and decorum, however, the Board may by majority vote of the Board members present and voting opt to overrule the judgment of the Chair.

J. When a person engages in such breaches, the Chair may order the person's removal from the building, or may order the person to stand silent, may order the person removed from the County property, and may, at his discretion, bring formal charges for disruption of a public meeting.

XXIV. AD HOC COMMITTEES. Ad hoc committees will be appointed by the Chair as needed. Constitutional Officers may be appointed to committees.

XXV. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES (BCC)

A. The Board may appoint such advisory boards, committees and commissions as it may deem necessary pursuant to Code Section 15.2-1411.

B. Information on all nominees for such appointments, whether to represent the County as a whole or a particular election district, shall be included in the Board package for the meeting at which the appointment will be considered. It shall be the policy of the Board as a whole to scrutinize and agree upon all appointees to represent the County in any capacity.

C. Appointments shall generally not be made more than 45 days prior to the commencement of a term for which the appointment is made.

XXVI. OFFICIAL BOARD TRAVEL AND EXPENSE REIMBURSEMENT

A. A Board member may travel officially in-state at the Board member's discretion. In-state travel shall include travel to Washington, D.C.

B. A Board member shall obtain advance Board approval for official out-of-state travel.

C. Supervisors are not eligible for mileage reimbursement for regularly scheduled BOS meetings (held generally on the 1st and 3rd Wednesdays).

D. Supervisors are eligible for mileage reimbursement for travel to and from:

1. BOS special meetings and work sessions not scheduled in conjunction with a regular meeting. Examples include periodic strategic planning meetings, budget meetings or other work sessions on different days from regular meetings, meetings with staff, etc.

2. Town hall meetings, community events, Chamber events, local area functions, etc., in support of their role as a County Supervisor.

3. Board, commission, and committee meetings when assigned as a part of their service as a County Supervisor (excluding Planning Commission and Social Services Board).

E. Supervisors may also be eligible for mileage reimbursement as private citizens for travel to and from various board, commission, and committee (BCC) meetings when assigned by the Board of Supervisors to such BCC roles.

F. Supervisors may complete and submit reimbursement claims following the procedures outlined in Policy 2.19, Travel and Expense Reimbursement.

XXVII. APPROVAL OF CERTAIN CHECKS, AUTHORIZATION TO SIGN WITH STAMP

A. The Chair, Vice Chair, County Administrator, and Treasurer are hereby authorized to sign and issue checks without prior approval of the Board for the following purposes: end of the month salaries, end of the month contracted personal services, utility payments, and other payments deemed appropriate and necessary by the Chair, County Administrator, and Treasurer; such actions to be reviewed and ratified at the next appropriate meeting of the Board.

B. The Chair of the Board of Supervisors, and in his absence, the Vice Chair, are authorized to substitute his facsimile signature provided he/she signs a certified list of individual checks for which his facsimile signature is authorized; also the signature plates are in the sole possession of the Treasurer.

XXVIII. POLICY FOR REMOTE PARTICIPATION OF MEMBERS OF THE FLUVANNA COUNTY BOARD OF SUPERVISORS AT MEETINGS OF THE BOARD**A. AUTHORITY AND SCOPE**

1. This policy shall govern participation by an individual member of the Board of Supervisors of Fluvanna County, Virginia, by electronic communication means in public meetings of the Board of Supervisors of Fluvanna County, Virginia, and any closed session of the Board held in accordance with applicable law, from and after the date of adoption of this policy.
2. This policy is adopted pursuant to the authorization of Va. Code § 2.2-3708.3 and is to be strictly construed in conformance with the Virginia Freedom of Information Act (VFOIA), Va. Code §§ 2.2-3700—3715.
3. Any reference to a specific provision of federal, state, or local law referenced in this policy shall mean such provision of law, as amended from time to time, or as set forth in any successor provision dealing with substantially the same subject.

B. DEFINITIONS

1. "Board" means the Board of Supervisors of Fluvanna County, Virginia, or any committee, subcommittee, or other entity of the Board.
2. "Member" means any member of the Board.
3. "Meeting" means a meeting as defined by Va. Code § 2.2-3701.

4. "Notify" or "notifies," for purposes of this policy, means verbal or written notice that is reasonable under the circumstances, with written notice, such as by email or letter, being the preferred means of notice. Notwithstanding the foregoing, notice does not include text messages or communications via social media.
5. "Remote participation" means participation by an individual member of the Board by electronic communication means in a public meeting where a quorum of the Board is physically assembled, as defined by Va. Code § 2.2-3701. For purposes of determining whether a quorum is physically assembled, an individual member who is a person with a disability as defined in Va. Code § 51.5-40.1 or is a caregiver as defined in Va. Code § 2.2-3701 and uses remote participation counts toward the quorum as if the individual was physically present.
6. "VFOIA" means the Virginia Freedom of Information Act, Va. Code § 2.2-3700, et seq.

C. MANDATORY REQUIREMENTS

Regardless of the reasons why the member is participating in a meeting from a remote location by electronic communication means, the following conditions must be met for the member to participate remotely:

1. A quorum of the Board must be physically assembled at the primary or central meeting location; and
2. Arrangements have been made for the voice of the remotely participating member to be heard by all persons at the primary or central meeting location. If at any point during the meeting the voice of the remotely participating member is no longer able to be heard by all persons at the meeting location, the remotely participating member shall no longer be permitted to participate remotely.
3. For purposes of determining whether a quorum is physically assembled, an individual member who is a person with a disability as defined in Va. Code § 51.5-40.1 or is a caregiver as defined in Va. Code § 2.2-3701 and uses remote participation counts toward the quorum as if the individual was physically present.

D. PROCESS TO REQUEST REMOTE PARTICIPATION

1. On or before the day of the meeting, and at any point before the meeting begins, the requesting member must notify the Board Chair (or the Vice-Chair if the requesting member is the Chair) that such member is physically unable to attend a meeting due to (i) a temporary or permanent disability or other medical condition that prevents the member's physical attendance, (ii) a family member's medical condition that requires the member to provide care for such family member, thereby preventing the

member's physical attendance or the member is a caregiver who must provide care for a person with a disability at the time the public meeting is being held thereby preventing the member's physical attendance, (iii) such member's principal residence location more than 60 miles from the meeting location, or (iv) a personal matter and identifies with specificity the nature of the personal matter.

2. The requesting member shall also notify County staff of the request, but such member's failure to do so shall not affect such member's ability to participate remotely. Notification to a County staff member that is conveyed by a County staff member to the Board Chair or Vice-Chair, as applicable, shall constitute notice to the Board Chair or Vice Chair as required by this policy.
3. If the requesting member is unable physically to attend the meeting due to a personal matter, the requesting member must state with specificity the nature of the personal matter and that such matter renders the requesting member unable physically to attend. Remote participation due to a personal matter is limited each calendar year to two meetings or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater. There is no limit to the number of times that a member may participate remotely for the other authorized purposes listed in (i) - (iii) above.
4. The requesting member is not obligated to provide independent verification regarding the reason for such member's nonattendance, including the temporary or permanent disability or other medical condition or the family member's medical condition that prevents the member's physical attendance at the meeting.
5. The Chair (or the Vice-Chair if the requesting member is the Chair) shall promptly notify the requesting member whether the request is in conformance with this policy, and therefore approved or disapproved.

E. PROCESS TO CONFIRM APPROVAL OR DISAPPROVAL OF PARTICIPATION FROM A REMOTE LOCATION

When a quorum of the Board has assembled for the meeting, the Board shall vote to determine whether:

1. The Chair's decision to approve or disapprove the requesting member's request to participate from a remote location was in conformance with this policy; and
2. The voice of the remotely participating member can be heard by all persons at the primary or central meeting location.

F. RECORDING IN MINUTES:

1. If the member is allowed to participate remotely due to a temporary or permanent disability or other medical condition, a family member's medical condition that requires the member to provide care to the family member or the member is a caregiver who must provide care for a person with a disability, or because the member's principal residence is located more than 60 miles from the meeting location the Board shall record in its minutes (1) the foregoing circumstance due to which the member is participating remotely; (2) the Board's approval of the member's remote participation; and (3) a general description of the remote location from which the member participated.
2. If the member is allowed to participate remotely due to a personal matter, the Board shall record in its minutes (1) the specific nature of such personal matter that renders the requesting member unable to attend stated by the requesting member; (2) how many times the member has attended remotely due to a personal matter; (3) the Board's approval of the member's remote participation; and (4) a general description of the remote location from which the member participated.
3. If a member's request to participate remotely is disapproved, the disapproval, including the grounds upon which the requested participation violates this policy or VFOIA, shall be recorded in the minutes with specificity.

G. CLOSED SESSION

If the Board goes into closed session, the member may continue to participate remotely in the closed session, and shall ensure that no third party is able to hear or otherwise observe the closed meeting.

H. STRICT AND UNIFORM APPLICATION OF THIS POLICY

This Policy shall be applied strictly and uniformly, without exception, to the entire membership, and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting. Unless independently received by County staff, the Chair (or Vice-Chair) shall provide County staff with copies of the member's written request to participate remotely and the written response, as applicable, if the request or response is in writing, to be retained by County staff for a period of one year, or other such time required by records retention laws, regulations, and policies.

I. MEETINGS HELD THROUGH ELECTRONIC COMMUNICATION MEANS DURING DECLARED STATES OF EMERGENCY

- A. In addition to the foregoing, pursuant to the Code of Virginia Section 2.2-3708.2 the Board may meet by electronic communication means without a quorum of the public body physically assembled at one location when the Governor has declared a state of emergency in accordance with the Code of Virginia Section 44-146.17, or Fluvanna County

has declared a local state of emergency pursuant to Code of Virginia Section 44-146.21, provided that (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to provide for the continuity of operations of the Board or the discharge of its lawful purposes, duties, and responsibilities. The Board when convening a meeting in accordance with this subdivision (G) shall:

1. Give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided to members of the Board conducting the meeting;
 2. Make arrangements for public access to such meeting through electronic communication means;
 3. Provide the public with the opportunity to comment at those meetings of the Board when public comment is customarily received;
 4. Otherwise comply with the provisions of the Code of Virginia Section 2.2-3708 VFOIA; and
 5. State in its minutes the nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held.
- J. Nothing in this Section XXVIII shall be construed to prohibit the use of interactive audio or video means to expand public participation.

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

TAB D

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Authorization to Advertise a Public Hearing to Amend the Fluvanna County Code Regarding Erosion and Sedimentation Control				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise a public hearing to be held on August 19, 2026 to amend and reordain “the Code of the County of Fluvanna, Virginia” by amending §§ 6-1-2 and 6-1-8.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Advertise an ordinance for a public hearing to be held on August 19, 2026				
TIMING:	Ordinance is effective after approval				
DISCUSSION:	<ul style="list-style-type: none"> County Code Chapter 6 - Erosion and Sedimentation Control was repealed and reenacted on November 20, 2024. This amendment is intended to align County Code stabilization requirements with the Virginia Code. The amendment will replace the term “permanent stabilization” with the term “adequate stabilization.” 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Amendment to the County Code				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Proposed ordinance amendments to County Code §§ 6-1-2 and 6-1-8 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF
FLUVANNA, VIRGINIA” BY AMENDING §§ 6-1-2 AND 6-1-8 TO REFLECT VIRGINIA
CODE TERMINOLOGY REGARDING ADEQUATE STABILIZATION

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 §§ 6-1-2 and 6-1-8 as follows:*

CHAPTER 6 – EROSION AND SEDIMENTATION CONTROL

Sec. 6-1-2. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

Agreement in lieu of a plan means a contract between the County of Fluvanna and the owner that specifies conservation measures that must be implemented to comply with the requirements of this chapter for the construction of a (i) single-family detached residential structure or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent; this contract may be executed by the County of Fluvanna in lieu of formal site plan.

Applicant means any person submitting an erosion and sediment control plan for approval in order to obtain authorization for land-disturbing activities to commence.

Board means the State Water Control Board.

Building Official means both the person holding that position in Fluvanna County and his or her designees.

Certified inspector for ESC means an employee or agent of the VESCP authority who (i) holds a certificate of competence from the department in the area of project inspection or (ii) is enrolled in the Department's training program for project inspection and successfully completes such program within one year after enrollment.

Certified plan reviewer for ESC means an employee or agent of the VESCP authority who (i) holds a certificate of competence from the department in the area of plan review, (ii) is enrolled in the Department's training program for plan review and successfully completes such program within one year after enrollment, or (iii) is licensed as a professional engineer, architect, landscape architect, land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 of the Code of Virginia, as amended, or professional soil scientist as defined in § 54.1-2200.

Certified program administrator for ESC means an employee or agent of the VESCP authority who holds a certification from the Department in the classification of program administrator or (ii) is enrolled in the Department's training program for program administration and successfully completes such program within one year after enrollment.

Clearing means any activity which removes the vegetative ground cover including root mat removal or topsoil removal.

County means the County of Fluvanna.

Department means the Virginia Department of Environmental Quality.

District or *Soil and Water Conservation District* refers to the Thomas Jefferson Soil and Water Conservation District.

Erosion and sediment control plan or *plan* mean a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives.

Erosion impact area means an area of land that is not associated with a current land-disturbing activity but is subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes.

Farm building or *structure* means the same as that term is defined in § 36-97 of the Code of Virginia, as amended, and also includes any building or structure used for agritourism activity, as defined in § 3.2-6400, and any related impervious surfaces including roads, driveways, and parking areas.

Excavating means any digging, scooping or other methods of removing earth materials.

Filling means any depositing or stockpiling of earth materials.

Grading means any excavating or filling of earth materials or any combination thereof, including the land in its excavated or filled conditions.

Land disturbance or *land-disturbing activity* means a man-made change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics, including the clearing, grading, excavating, transporting, and filling of land.

Land-disturbing permit or *approval* means a permit or an approval allowing a land-disturbing activity to commence issued by Fluvanna County after the requirements of § 62.1-44.15:55 of the Code of Virginia, as amended, have been met.

Natural channel design concepts means the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

Owner means the same as provided in § 62.1-44.3 of the Code of Virginia, as amended. For a land-disturbing activity that is regulated under Article 2.4 (§ 62.1-44.15:51 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia as amended and this chapter, "owner" also includes the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm, or corporation in control of a property.

Peak flow rate means the maximum instantaneous flow from a prescribed design storm at a particular location.

Percent impervious means the impervious area within the site divided by the area of the site multiplied by 100.

~~*Permanent stabilization* means the establishment of a perennial vegetative ground cover consisting of a mixture of plant materials prescribed by the approved plan. Permanent stabilization shall not be considered established until a ground cover is achieved that is uniform, mature enough to survive, and will inhibit erosion.~~

Permittee means the person to whom the permit is issued.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town, or other political subdivision of the Commonwealth, governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.

Responsible Land Disturber or *RLD* means an individual holding a certificate issued by the Department who is responsible for carrying out the land-disturbing activity in accordance with the approved erosion and sediment control plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the erosion and sediment control plan or permit as defined in the Virginia Erosion and Stormwater Management Regulation (9VAC25-875) as a prerequisite for engaging in land disturbance. The RLD must be designated on the erosion and sediment control plan or permit as defined in this chapter as a prerequisite for engaging in land disturbance.

Runoff volume means the volume of water that runs off the land development project from a prescribed storm event.

Single-family detached residential structure means a noncommercial dwelling that is occupied exclusively by one family.

State waters means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands.

Transporting means any moving of earth materials from one place to another place other than such movement incidental to grading, when such movement results in destroying the vegetative ground cover either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over which such transporting occurs.

Virginia Erosion and Sediment Control Program or *VESCP* means a program approved by the Department that is established by a VESCP authority for the effective control of soil erosion, sediment deposition, and nonagricultural runoff associated with a land-disturbing activity to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources and shall include such items where applicable as local ordinances, rules, policies and guidelines, technical materials, and requirements for plan review, inspection, and evaluation consistent with the requirements of the Erosion and Sediment Control Law (ESCL).

Virginia Erosion and Sediment Control Program authority or *VESCP authority*, for purposes of this chapter means the County of Fluvanna, which has been approved by the Department to operate a Virginia Erosion and Sediment Control Program in accordance with Article 2.4 (§ 62.1-44.15:51 et seq.) of Chapter 3.1, the State Water Control Law, of Title 62.1 of the Code of Virginia, as amended.

VESCP plan-approving authority means the Fluvanna County Building Official or his or her designee, who is responsible for determining the adequacy of a plan submitted for land-disturbing activities on a unit or units of lands and for approving plans.

VPDES Permit means a General VPDES (Virginia Pollutant Discharge Elimination System) Permit for Discharges of Stormwater from Construction Activities, 9VAC25-880, issued by the Department pursuant to § 62.1-44.15 of the Code of Virginia, as amended, for stormwater discharges from a land-disturbing activity.

Sec. 6-1-8. Permits; fees; security for performance.

- (A) Agencies authorized under any other law to issue grading, building, or other permits for activities involving land-disturbing activities shall not issue any such permit unless the applicant submits with his or her application an approved erosion and sediment control plan, certification that the plan will be followed, and evidence of VPDES permit coverage where it is required.
- (B) No person may engage in any land-disturbing activity until he or she has acquired a land-disturbing permit (unless the proposed land-disturbing activity is specifically exempt from the provisions of this chapter), has paid the fees and has posted the required bond.
- (C) The following fees for the land-disturbing permits and related reviews pursuant to this chapter shall be paid. The purpose of these fees is to defray the cost of program administration, including costs associated with the issuance of grading or land disturbing permits, plan review, and periodic inspections for compliance with erosion and sediment control plans. The fee schedule set forth in this section shall supersede any fee schedule previously adopted with respect to such permits and related reviews.

Single Family	\$125.00 per lot
All other	\$750.00 plus \$125.00/acre \$1,000.00 plan review fee

The foregoing notwithstanding, except as otherwise expressly provided by law, none of the fees listed herein shall apply to any property owned by the County and used for County purposes.

- (D) No land-disturbing permit shall be issued until the applicant submits with his or her application an approved erosion and sediment control plan or agreement in lieu of an approved erosion and sediment control plan and certification that the plan will be followed.
- (E) All applicants for permits shall provide to the County a performance bond with surety, cash escrow, or an irrevocable letter of credit acceptable to the Building Official, to ensure that measures could be taken by the County at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of him or her by the approved plan as a result of his or her land-disturbing activity. The amount of the bond or other security for performance shall not exceed the total of the estimated cost to initiate and maintain appropriate conservation action based on unit price for new public or private sector construction in the locality and a

reasonable allowance for estimated administrative costs and inflation which shall not exceed 25 percent of the cost of the conservation action. Should it be necessary for the County to take such conservation action, the County may collect from the applicant any costs in excess of the amount of the surety held. Within 60 days of ~~permanent~~ adequate stabilization, as determined by the Building Official in any project or section of a project, such bond, cash escrow or letter of credit, or the unexpended or unobligated portion thereof, shall be either refunded to the applicant or terminated, based upon the percentage of stabilization accomplished in the project or project section. These requirements are in addition to all other provisions relating to the issuance of permits and are not intended to otherwise affect the requirements for such permits.

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

(Seal)
PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, August 19, 2026, at 7:00 p.m.

Pursuant to VA Code Section 15.2-1427, a public hearing will be held in the held **Fluvanna County Circuit Court, 72 Main Street, Palmyra, VA 22963** for citizens of the County to have the opportunity to be heard by the Board of Supervisors on the following item:

Amend and reordain “the Code of the County of Fluvanna, Virginia” by amending §§ 6-1-2 and 6-1-8 to align erosion and sediment control stabilization requirements in the County Code with the requirements in the Virginia Code.

A copy of the complete text of the above item is available for public review at the Office of the Fluvanna County Administrator during normal business hours. Questions may be directed to the County Attorney’s Office, 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 5, 2026 and August 12, 2026

Authorized by: Fluvanna County BOS

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 E

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Authorization to Advertise a Public Hearing to Amend the Fluvanna County Code Regarding the Noise Control Ordinance				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise a public hearing to be held on August 19, 2026 to amend and reordain “the Code of the County of Fluvanna, Virginia” by amending §§ 15.2-1 through 15.2-10.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Advertise an ordinance for a public hearing to be held on August 19, 2026				
TIMING:	Ordinance is effective after approval				
DISCUSSION:	<ul style="list-style-type: none"> • The ordinance amendments do the following: <ul style="list-style-type: none"> - Clarifies the regulations that can be enforced by the Sheriff’s Office, Planning and Zoning Department, Public Works Department or citizens. - Adds new definitions related to noise enforcement. - Adds maximum permissible sound levels in the Business and Industrial zones. For businesses and industrial uses located in other zoning districts, special use permit conditions will apply. - Amends the time limits for construction noise. - Clarifies official events of the Lake Monticello Owner’s Association are exempt. - Adds regulations for measuring noise on property zoned business or industrial. - Includes civil or criminal penalties. Changes since the last meeting include the following: <ul style="list-style-type: none"> - Removing regulations regarding animal noise. - Changing the regulation regarding collection of refuse to 6:00 am. - Adding the available option of an injunction for enforcement. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Amendment to the County Code				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Proposed ordinance amendments to County Code §§15.2-1 through 15.2-10 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF
FLUVANNA, VIRGINIA”, BY AMENDING §§ 15.2-1 THROUGH 15.2-10 TO ADD NEW
DEFINITIONS, REGULATIONS, AND PENALTIES IN THE NOISE CONTROL
ORDINANCE

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 §§ 15.2-1 through 15.2-10, as follows:

CHAPTER 15.2 NOISE CONTROL

Sec. 15.2-1. Purpose and intent.

The Board of Supervisors hereby finds and declares that excessive, ~~or unwanted,~~ **and inadequately controlled** sound is a serious hazard to the public health, safety, welfare, and quality of life, and that the inhabitants of the County have a right to and should be free from ~~an environment of excessive or unwanted~~ **such** sound. **Some dangers of inadequate sound control include hearing impairment, sleep disturbances, cardiovascular distress, and negative mental health impacts. These effects can lead to a physical and mental problems, including hearing disabilities, increased blood pressure, fatigue, depression, anxiety, and emotional instability.** Therefore, it is the policy of the County and the purpose and intent of this chapter to prohibit such excessive, ~~or unwanted,~~ **and inadequately controlled** sound as provided herein.

Sec. 15.2-2. Administration and enforcement.

~~The Sheriff is hereby designated the agent of the Board of Supervisors in the administration and enforcement of this chapter. The Sheriff may be assisted in the enforcement of this chapter by employees of the Department of Zoning, the Department of Engineering and Public Works, and other officers and employees of the County.~~ **This chapter is enforceable by any law enforcement officer or other agent of the Board of Supervisors, including employees of the Department of Planning and Zoning, employees of the Department of Public works, and other officers and employees of the County. Additionally, any citizen may appear as complainant before a magistrate and request a summons to be issued for a violation of this chapter.**

Sec. 15.2-3. Applicability.

This chapter shall apply to sound generated within the County, regardless of whether the complainant or the receiving property is within or without the County. This chapter shall be in addition to any sound or noise regulations set forth in the zoning ordinance.

Sec. 15.2-4. Definitions.

The following definitions shall apply to this chapter.

A-weighted decibel. The term **A-weighted decibel** means the sound level, in decibels, **measured with a sound level meter using the A-weighting network or scale as defined by**

the American National Standards Institute Inc. The level shall be indicated as an amount of dBA.

Daytime. The term daytime means between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays, Sundays, and legal holidays observed by the County.

dBA. The term dBA means the sound level as measured using the "A" weighting network with a sound level meter. The unit of reporting is dB(A). This measurement approximates the auditory sensitivity of the human ear.

Decibel. The term decibel means a unit that describes the sound pressure level or intensity of sound. The sound pressure level in decibels is 20 times the logarithm to the base ten of the ratio of the pressure of the sound in microbars to a reference pressure of 0.0002 microbar; which is abbreviated dB.

Emergency operation. The term emergency operation means any emergency service provided by any police, sheriff, fire or fire and rescue department, any ambulance service or any other emergency service requiring a prompt response, and any emergency repair of public facilities or public utilities.

Impulse sound. The term impulse sound means a single or multiple sound event that is characterized by a rapid rise to a maximum sound pressure of high intensity, followed by a decrease in sound pressure. The duration of an impulse sound event is no more than one second.

Lmax. The term Lmax means the maximum sound level reported by a sound level meter and either observed and recorded manually or electronically logged with the fast time constant.

Motorcycle. The term motorcycle means any motorized vehicle, whether registered as a motor vehicle or not, designed to travel on not more than three wheels in contact with the ground and any four-wheeled vehicle weighing less than 500 pounds, excepting riding mowers, farm and lawn tractors.

Motor vehicle. The term motor vehicle means any self-propelled device or device designed for self-propulsion, upon or by which any person or property is or may be drawn or transported upon a road, except devices moved by human power or used exclusively upon stationary wheels or tracks.

Nighttime. The term nighttime means between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and between the hours of 6:00 p.m. and 9:00 a.m. on Saturdays, Sundays, and legal holidays observed by the County.

Noise. The term noise means any sound which is excessive, but does not include any sound which is exempt pursuant to Section 15.2-7 of this chapter.

Person. The term person means any natural person, association, partnership, corporation or other legal entity.

Road. The term road means a public or private thoroughfare which affords access to abutting property.

Sound. The term sound means a series of vibrations that may be perceived by the human sense of hearing.

Sec. 15.2-5. ~~Prohibited noise generally~~ Maximum permissible sound levels in Business and Industrial zones.

~~No person shall permit, operate or cause any source of sound or sound generation that is audible in any other person's residence with the doors and windows to such other person's residence closed.~~

Except as otherwise provided, any sound which emanates from any source and exceeds the maximum permissible sound levels established in this section is hereby prohibited on any property zoned Business or Industrial. Sound levels shall be measured at the property boundary of the sound source or at any point within any other property affected by the sound. When the sound from a source can be identified and its noise measured in more than one zoning district classification, the limits of the most restrictive classification shall apply.

<u>Zoning District Classification</u>	<u>Maximum dBA Daytime</u>	<u>Maximum dBA Nighttime</u>
<u>Business (B-1, B-C)</u>	<u>70 dBA</u>	<u>60 dBA</u>
<u>Industrial (I-1, I-2)</u>	<u>75 dBA</u>	<u>65 dBA</u>

For any impulse sound, the maximum dBA standards set forth in the above table shall be reduced by five (5) dBA.

The above-listed limits may not be exceeded during any three (3) or more sampling intervals, the duration of which shall be no less than thirty (30) seconds, within any one-hour period.

Sec. 15.2-6. Specifically prohibited acts ~~enumerated~~ in Agricultural and Residential zones.

Except as otherwise provided in this section, the sounds generated by the following, among others, are declared to be plainly audible noise in violation of this chapter, and are specifically prohibited **on properties zoned Agricultural or Residential:**

- (1) The collection of refuse, waste or recycling within 100 yards of a residence between the hours between the hours of 9:00 p.m. and 6:00 a.m.
- (2) The operation of power lawn or landscaping equipment between the hours of 9:00 p.m. and 7:00 a.m.
- (3) The operation of powered model vehicles outdoors between the hours of 9:00 p.m. and 7:00 a.m.
- (4) The spinning of tires, racing of engines or other noise, or other similar acts, in a motor vehicle or motorcycle, as well as the emission of noise created by the absence of a muffler and/or exhaust system conforming to the provisions of Code of Va., §§ 46.2-1047 and 46.2-1049 on a motor vehicle or motorcycle.

- (5) The use or permitting the use of any instrument, machine or device for the producing or reproducing of sound in such a manner where the sound **is** plainly audible ~~to~~ **within the dwelling of another person when the door is closed** ~~any person other than the players or operators of the instrument, machine or device and those who are voluntarily listening to the sound~~; provided, however, that the provisions of this subsection shall not apply to any event sponsored by the County, Commonwealth or federal government.
- (6) The use of any horn or other signaling device/alarm on any motor vehicle, motorcycle, bicycle or other vehicle on any street or public place of the County continuously or intermittently for more than 20 consecutive seconds, except as a danger warning or as otherwise permitted by state law. If such signaling device/alarm continuously for 15 minutes after the arrival of a law enforcement officer, and the owner cannot be located, such officer may arrange for the vehicle to be towed.
- (7) Construction, demolition and/or maintenance activities which produce sound between the hours of **9:00** ~~11:00~~ p.m. and **7:00** ~~6:00~~ a.m. or between 6:00 p.m. and 9:00 a.m. on Saturdays, Sundays and legal holidays.
- (8) The discharge of firearms ~~for target practice, function testing or recreation~~ between the hours of 9:00 p.m. and 7:00 a.m. **for any purpose that does not include lawful hunting, self-defense, or the dispatch of nuisance animals**, ~~except as exempted by the provisions of Section 15.2-7.~~

Sec. 15.2-7. Exempt sounds.

The sounds generated by the following shall not be prohibited by this chapter:

- (1) *Emergency operations.* The performance of emergency operations including, but not limited to, audible signal devices which are employed as warning or alarm signals in case of fire, collision or imminent danger.
- (2) *Silvicultural or agricultural activities.* Lawful bona fide silvicultural or agricultural activities including, but not limited to, logging activities and sounds caused by livestock.
- (3) *Construction, demolition and/or maintenance activities.* Construction, demolition and/or maintenance activities between **7:00** a.m. and **19:00** p.m. or between 9:00 a.m. and 6 p.m. on Saturdays, Sundays and legal holidays.
- (4) *Transient sounds from transportation.* Transient sounds generated by transportation including, but not limited to, public and private airports (except as otherwise regulated), aircraft, railroads and other means of public transit.
- (5) *School and other athletic contests or practices, and other school activities.* School and other athletic contests or practices, and other school activities, but only if conditions are imposed which regulate the generation of sound including, but not limited to, conditions regulating the hours of the activity and the amplification of sound.
- (6) *Parades, fireworks and similar officially sanctioned events.* Sounds generated from parades, fireworks or other similar events which are officially sanctioned, if required,

including official events of the Lake Monticello Owners' Association. This exemption shall not apply to private fireworks displays.

- (7) *Yard maintenance activities.* Routine yard maintenance activities including, but not limited to, mowing, trimming, clipping, leaf blowing and snow blowing, except as prohibited by the provisions of Sec. 15.2-6(2).
- (8) *Public facilities.* The operation of a public facility or public use.
- (9) *Warning devices.* A horn or warning device of a vehicle when used as a warning device, including back-up alarms for trucks and other equipment, except as prohibited by Sec. 15.2-6(6).
- (10) *Church bells or chimes.* Bells, chimes or other similar instrument or devices, which are not electronically amplified, from a church or other place of worship.
- (11) *Firearms.* The lawful discharge of a firearm, except as prohibited by the provisions of Sec. 15.2-6(8).
- (12) *Animals.* Sounds generated from animals including, but not limited to, barking dogs.
- (13) *Protected expression.* Any other lawful activity which constitutes protected expression pursuant to the First Amendment of the United States Constitution, but not amplified expression.

Sec. 15.2-8. Complaints of noise.

No person shall be charged with a violation of this chapter unless the complainant appears before a magistrate and requests a summons to be issued. However, when a violation is committed in the presence of the Sheriff, any of his deputies, or any other police officer, ~~he~~ **such law enforcement officer** shall have the authority to initiate all necessary proceedings.

Sec. 15.2-9. ~~Reserved~~ Measurement procedures.

The measurement of the dBA level of sound or noise on property zoned Business or Industrial pursuant to section 15.2-5 shall be as follows:

- (A) The measurement of sound or noise shall be made with a type 1 or type 2 sound level meter capable of A-weighted measurements which meet American National Standards Institute Inc. standards. Measurement instruments shall be maintained in calibration and good working order.**
- (B) Measurements shall be taken at the property boundary of the source of the sound or at any point within any other property affected by the sound.**
- (C) Impulse sound shall be measured using peak dBA levels and the fast setting of a sound level meter. Measurements of any impulse sound may be instantaneous readings that are observed and manually recorded with logged Lmax.**

Sec. 15.2-10. Violation and penalty.

~~Any person who violates any provision of this chapter may be assessed a civil penalty in accordance with Code of Va., § 15.2-980. The amount of such penalty shall be \$25.00 for the first hour (or part thereof) of continuous violation, plus an additional \$25.00 for each additional hour of continuous violation for the first offense, up to a total of \$250.00; and shall be \$50.00 for the first hour (or part thereof) of continuous violation, plus an additional \$50.00 for each additional hour of continuous violation for each subsequent offense, up to a total of \$500.00.~~

- (A) Any person who violates any provision of this chapter shall be guilty of a Class 4 misdemeanor for the first offense and a Class 3 misdemeanor for any subsequent offense(s).**
- (B) In lieu of the criminal penalties set out in Sec. 15.2-10(A) above, any person who violates any provision of this chapter may instead be punished by a civil penalty of up to \$250 for the first offense and up to \$500 for any subsequent offense(s). Pursuant to section 15.2-980 of the Code of Virginia, this civil penalty shall not apply to noise generated in connection with the business being performed on industrial property or railroads.**
- (C) The County may enjoin the continuing violation of any provision of this chapter by proceedings for an injunction brought in Circuit Court in accordance with Virginia Code Sec. 15.2-1432.**

(2) That the Ordinance shall be effective after adoption.

(Seal)
PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, August 19, 2026, at 7:00 p.m.

Pursuant to VA Code Section 15.2-1427, a public hearing will be held in the held **Fluvanna County Circuit Court, 72 Main Street, Palmyra, VA 22963** for citizens of the County to have the opportunity to be heard by the Board of Supervisors on the following item:

Amend and reordain “the Code of the County of Fluvanna, Virginia” by amending §§ 15.2-1 through 15.2-10 to add new definitions, regulations and penalties in the noise control ordinance.

A copy of the complete text of the above ordinance is available for public review at the Office of the Fluvanna County Administrator during normal business hours. Questions may be directed to the County Attorney’s Office, 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 5, 2026 and August 12, 2026

Authorized by: Fluvanna County BOS

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 1, 2026				
AGENDA TITLE:	Resolution initiating a referendum to authorize local sales tax not to exceed 1%				
MOTION(s):	<p>I move that the Board of Supervisors approve the resolution to initiate a referendum pursuant to section 58.1-605.1 of the Code of Virginia as amended by the 2026 Biennial Budget of the Commonwealth of Virginia to authorize imposition of a local general retail sales tax not to exceed 1%, the proceeds of which tax would be to provide revenue solely for capital projects for construction or major renovation of schools serving the County.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve resolution				
TIMING:	Resolution in effect upon adoption				
DISCUSSION:	<p>The General Assembly approved a new biennium budget on June 22. The Governor plans to submit amendments by June 26, and the General Assembly plans to return on June 29 to consider the amendments.</p> <p>As part of the budget, Item 4-14 #2c expands the authority of a locality to impose an additional 1% sales and use tax for school construction or major renovations through a voter referendum.</p> <p>If the Board approves the resolution on July 1, the referendum would be held on November 3.</p> <p>The referendum shall be ordered at least 105 days prior to the final election date set for such referendum (deadline is July 21).</p> <p>The tax would expire no later than 20 years after the date of the resolution.</p> <p>The question on the ballot would include language that the revenues from the sales tax would be used solely for capital projects for construction or renovation of schools and would expire on June 30, 2046.</p> <p>If the referendum passes, the Board would approve an ordinance and the tax would be effective on the first day of the month at least 120 days after adoption.</p>				

	Such local tax would not be levied on food purchased for human consumption or essential personal hygiene products.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Resolution initiating referendum 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 21-2026

A RESOLUTION OF THE FLUVANNA COUNTY BOARD OF SUPERVISORS INITIATING A REFERENDUM PURSUANT TO SECTION 58.1-605.1 OF THE CODE OF VIRGINIA AS AMENDED BY THE 2026 BIENNIAL BUDGET OF THE COMMONWEALTH OF VIRGINIA TO AUTHORIZE IMPOSITION OF A LOCAL GENERAL RETAIL SALES TAX NOT TO EXCEED 1%, THE PROCEEDS OF WHICH TAX WOULD BE TO PROVIDE REVENUE SOLELY FOR CAPITAL PROJECTS FOR CONSTRUCTION OR MAJOR RENOVATION OF SCHOOLS SERVING FLUVANNA COUNTY

WHEREAS, effective July 1, 2026, the Virginia General Assembly has enacted its biennial budget and appropriation legislation (“Budget Bill”) for the biennium commencing July 1, 2026, and ending June 30, 2028; and

WHEREAS, the Budget Bill enacts amendments to Section 58.1-605.1 of the Code of Virginia authorizing all Virginia cities and counties to levy a general retail sales tax at a rate not to exceed 1% to provide revenue solely for new construction and major renovation of schools; and

WHEREAS, said tax may only be levied if it is approved in a referendum within the County, said referendum to be initiated by this Resolution; and

WHEREAS, any such tax approved by referendum and imposed by the County shall expire on the later of (i) if the capital projects for the construction or renovation of schools are to be financed by bonds or loans, on the date by which said bonds or loans shall be repaid or (ii) if the capital projects for the construction or renovation of schools are not to be financed by bonds or loans, on or before June 30, 2046; and

WHEREAS, the Board of Supervisors desires to initiate a referendum for the purposes herein set forth.

NOW THEREFORE BE IT RESOLVED by the Fluvanna County Board of Supervisors as follows:

1. That the Board of Supervisors hereby initiates a referendum pursuant to Virginia Code Sections 24.2-684 and 58.1-605.1, as amended by the Budget Bill, on the issue of whether the County may levy a general retail sales tax at a rate not to exceed 1% to provide revenue solely for capital projects for the construction or major renovation of schools serving the County.
2. For any such capital projects for the construction or major renovation of schools in the County financed by bonds or loans, the tax levied pursuant to this Resolution, if approved by referendum, shall expire on the date by which such bonds or loans shall be repaid.
3. For any such capital projects for the construction or major renovation of schools in the County not financed by bonds or loans, the tax levied pursuant to this Resolution, if approved by referendum, shall expire on June 30, 2046.
4. An attested copy of this Resolution shall be forwarded by the County Clerk to the Clerk of the Circuit Court for consideration and approval by the Court, if deemed to be in order, and for processing and publication in accordance with state code requirements.
5. The language to appear on the ballot on the referendum is proposed by the Board of Supervisors to be as follows:

Shall Fluvanna County be authorized to levy a general retail sales tax at a rate not to exceed 1% to provide revenue solely for capital projects for the construction or major renovation of schools

serving the County? Should this referendum be approved authorizing the levy of such tax, the tax would expire no later than June 30, 2046.

6. An attested copy of this Resolution shall be forwarded by the County Clerk to the Registrar and the Electoral Board of the County.

Adopted this 1st day of July 2026 by the following recorded vote:

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

Attest:

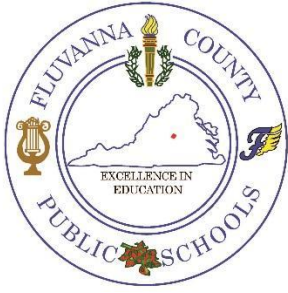
 Anthony P. O'Brien, Chair
 Fluvanna County Board of Supervisors

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

TAB G

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	FY26 Fluvanna County Public Schools Revenue Budget Transfer				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$2,610,296.35 from FY26 State funds to FY26 Local Carryover Funds to reflect prior year state revenues received.				
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				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective October 15, 2025.				
DISCUSSION:	<p>On October 15, 2025 the BOS approved a supplemental appropriation of \$3,605,471.42 for a non-local carryover request from state and federal revenue sources. It was identified that state funds were received upfront in previous fiscal years and unspent, rather than as normal reimbursement grants, therefore reducing the County contribution needed in a previous fiscal year.</p> <p>In FY25, the Schools requested the funds as a non-local state carryover supplemental appropriation and the County recognized the supplemental appropriation the same due to that request. Instead, it should have been a local carryover supplemental appropriation since the revenues had previously been received. Although these funds were from the state for committed uses, the committed uses would be identified in the local carryover request.</p> <p>To ensure consistency between the County and Schools reporting for FY26, actual state revenues received in prior fiscal years and unspent would be requested as a local carryover supplemental appropriation. Taking this approach aligns with the County's audit reporting and maintains consistency with the county's established beginning budget.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Memo from October 15, 2025 BOS Meeting				
	Legal	Finance	Purchasing	HR	Other

REVIEWS COMPLETED:		X			
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FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963

Phone: (434) 589-8208 Fax: (434) 589-2248

TO: Eric Dahl, County Administrator, Fluvanna County

FROM: Gemma Soares, Executive Director for Instruction and Finance

Cc: Dr. Peter Gretz, Superintendent, Fluvanna County Public Schools
Amanda Settle, Coordinator of Finance, Fluvanna County Public Schools
Tori Melton, Fluvanna County Finance Director

DATE: September 05, 2025

RE: Non-Local Carryover Request

Please see the itemized Non-Local Carryover Request for FY 2026:

Funding Source	Year	Type	Category	Amount	Expiration	CARRYOVER	Requested	Date Approved
School Construction	2025	State	Operations	\$1,755,847.00		Carryover	9/5/2025	Pending
Title I	2025	Federal	Instruction	\$17,033.00	09/30/2026	Carryover	9/5/2025	Pending
Title II	2025	Federal	Instruction	\$2,205.72	09/30/2026	Carryover	9/5/2025	Pending
Title III	2025	Federal	Instruction	\$2,602.01	09/30/2026	Carryover	9/5/2025	Pending
Title IV	2025	Federal	Instruction	\$5,383.12	09/30/2026	Carryover	9/5/2025	Pending
SPED 619	2024	Federal	Instruction	\$1,036.98	09/30/2025	Carryover	9/5/2025	Pending
Title VIB	2025	Federal	Instruction	\$245,036.22	09/30/2026	Carryover	9/5/2025	Pending
Title VIB	2024	Federal	Instruction	\$45,401.16	09/30/2025	Carryover	9/5/2025	Pending
Mental Health Title I	2025	Federal	Instruction	\$3,972.77	09/15/2025	Carryover	9/5/2025	Pending
All In	2025	State	Instruction	\$364,835.22	06/30/2026	Carryover	9/5/2025	Pending
Textbooks	2025	State	Instruction	\$200,441.96	06/30/2026	Carryover	9/5/2025	Pending
VPISA	2025	State	Instruction	\$668,000.00		Carryover	9/5/2025	Pending
Project RETURN	2025	State	Instruction	\$17,376.55	06/30/2026	Carryover	9/5/2025	Pending
BRVGS- Carryover	2025	State	Instruction	\$271,795.62	06/30/2026	Carryover	9/5/2025	Pending
Mental Health State	2025	State	Instruction	\$4,504.09	09/15/2025	Carryover	9/5/2025	Pending
Carryover Total				\$3,605,471.42				

The Fluvanna County School Board is committed to nondiscrimination with regard to sex, sexual orientation, gender, gender identity, race, color, national origin, disability, religion, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, status as a veteran, genetic information or any other characteristic protected by law. This commitment prevails in all of its policies and practices concerning staff, students, educational programs and services, and individuals and entities with whom the Board does business. Mr. Don Stribling, Executive Director for Human Resources, Operations, and Student Services, is designated as the responsible person (Compliance Officer) regarding assurances of nondiscrimination. Any complaint alleging discrimination based on a disability shall be directed to Ms. Jennifer Valentine, Director of Special Education (the Section 504 Coordinator). Both may be reached at the following address: 14455 James Madison Highway, Palmyra, VA 22963; telephone (434) 589-8208. The Fluvanna County School Board is an Equal Opportunity Employer.

Categorical	
Instruction	\$1,849,624.42
Attendance/Administration/Health	\$0.00
Technology	\$0.00
Transportation	\$0.00
Operations	\$1,755,847.00
Total	\$3,605,471.42

Revenue Source	
Federal	\$322,670.98
Local	\$0.00
Other Local	\$0.00
State	\$3,282,800.44
Total	\$3,605,471.42

Thank you for the consideration of this funding request.

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

TAB H

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	VDOT Secondary Six Year Plan				
MOTION(s):	I move to accept the Resolution for the VDOT Secondary Six-Year Plan (2026/27 through 2031/32) and VDOT Construction Priority List (2026/27) as required by sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Deletions, additions, or changes to VDOT proposed work.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	In compliance with state code.				
LEGISLATIVE HISTORY:	Recurring plan as required of State Code of Virginia				
ENCLOSURES:	<ul style="list-style-type: none"> • VDOT Six Year Plan Public Hearing Advertisement • 2026 VDOT SSYP Draft Plan • Resolution for adoption of the Six Year Plan in accordance with Sections 33.1-23 and 33.1-23.4 of the 1950 State Code of Virginia 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

Secondary System
 Fluvanna County
 Construction Program
 Estimated Allocations

Fund	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	Total
TeleFee	\$66,883	\$66,883	\$66,883	\$66,883	\$66,883	\$66,883	\$401,298
District Grant Unpaved	\$15,971	\$15,971	\$15,971	\$13,371	\$13,371	\$14,503	\$89,158
Total	\$82,854	\$82,854	\$82,854	\$80,254	\$80,254	\$81,386	\$490,456

Board Approval Date:

DRAFT

Resident Engineer

Date

County Administrator

Date



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 20-2026

**A RESOLUTION TO APPROVE VDOT SECONDARY SIX-YEAR PLAN
 (2026/27 through 2031/32) and
 VDOT CONSTRUCTION PRIORITY LIST (2026/27)**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, July 1, 2026 in Palmyra, Virginia, the following action was taken:

WHEREAS, Sections 33.2-331 of the 1950 Code of Virginia as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan; and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2026/27 through 2031/32) as well as the Construction Priority List (2026/27) on July 1, 2026 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Scott Thornton, Residency Administrator, Virginia Department of Transportation - Louisa Residency, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2026/27 through 2031/32) AND Construction Priority List (2026/27) for Fluvanna County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interest of the Secondary Road System in Fluvanna County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2026/27 through 2031/32) and Construction Priority List (2026/27) are hereby approved as presented at the public hearing.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 1st day of July 2026.

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

Adopted this 1st day of July, 2026
 by the Fluvanna County Board of Supervisors

ATTEST:

 Anthony P. O'Brien, Chair
 Fluvanna County
 Board of Supervisors

PUBLIC HEARING

Fluvanna County Board of Supervisors
Wednesday, July 1, 2026, at 7:00 p.m.

The Virginia Department of Transportation and the Board of Supervisors of Fluvanna County, in accordance with Section 33.2-331 of the Code of Virginia, will conduct a joint Public Hearing at the Fluvanna County Circuit Court, 72 Main Street, Palmyra 22963, at 7:00 p.m. on Wednesday, July 1, 2026. The purpose of this Public Hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2027 through 2032 in Fluvanna County, and on the Secondary System Construction Budget for Fiscal Year 2026. Copies of the proposed Plan and Budget may be reviewed at the Louisa Residency Office of the Virginia Department of Transportation, located at 3709 Davis Highway, Louisa, or at the Fluvanna County Administrator's Office located at 132 Main Street, Palmyra, Virginia.

All projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds.

Persons requiring special assistance to attend and participate in this hearing should contact the Virginia Department of Transportation at 829-7616. Persons wishing to speak at this public hearing should contact the Fluvanna County Administrator's Office at 434-591-1910.
COL-5001396

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

TAB I

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Public hearing to amend § 21-2-13 and the Water and Sewer Schedule in the County Code				
MOTION(s):	I move that the Board of Supervisors approve the amendments to § 21-2-13 and the Water and Sewer Schedule in the County Code to require a hydrant meter permit and clarify the process for the sale of bulk water.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Dan Whitten, County Attorney and Bobby Popowicz, Director of Public Utilities				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Ordinance would be effective upon adoption				
DISCUSSION:	<ul style="list-style-type: none"> • The County currently has an ordinance regarding the sale of water through hydrant meters in § 21-2-13. • This amendment includes the establishment of a permitting process and clarified payment structure involving rates, deposits, and rental fees. • This amendment creates and clarifies processes involved with the lease of County hydrant meters concerning reporting, equipment returns, lost or damaged equipment, water withdraw access, and charges and fees. • New highlighted language has been added to address comments made at the May 20, 2026 meeting to include the following: (i) withdrawing without using the meter; (ii) limitation based on emergency or usage needs of current or new customers; and (iii) exemption for County Departments and Volunteer Fire Companies. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Ordinance to amend § 21-2-13 and the Water and Sewer Schedule in the County Code				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

HYDRANT METER LEASE AGREEMENT

This **Hydrant Meter Lease Agreement** (“Agreement”) is entered into this ____ day of _____, 20____, between _____ (“Permittee”) and Fluvanna County, a political subdivision of the Commonwealth of Virginia (the “County”).

WHEREAS Fluvanna County Code Section 21-2-13 requires the lease of a County-issued hydrant meter for bulk water purchase that records the amount of water withdrawn; and

WHEREAS the Permittee named herein desires to lease a hydrant meter from the County for recording water withdrawn from County-approved fire hydrants and has completed a hydrant meter permit application; and

WHEREAS the County has issued Permittee a hydrant meter permit pursuant to Fluvanna County Code Section 21-2-13.

THEREFORE, the County and Permittee agree as follows:

This Agreement shall commence on ____ day of _____, 20____, and extend for a period of ____ months, ending on the day of _____, 20____. If the Permittee wishes to renew for any additional period, a new application and Agreement are required.

I. Permittee covenants and agrees:

- a. To follow all regulations contained in Fluvanna County Code Section 21-2-13.
- b. To use tankers, piping, hoses, fittings, and other connections which have cross-connection and backflow prevention devices inspected and approved annually by the Fluvanna County Public Utilities Department, and to use fill tanks that have an air gap to prevent County system contamination.
- c. To pay the County a hydrant meter leasing deposit in the amount listed in Chapter 21, Appendix A of the Fluvanna County Code.
- d. To use the County-issued hydrant meter for all bulk water withdrawals from County-approved fire hydrants.
- e. To keep the leased hydrant meter in good repair suitable to its use.
- f. To only make withdrawals from County-approved locations and with meter settings that have been authorized by the County.
- g. To keep the hydrant meter permit with the vehicle or tanker which is receiving the bulk water and available for inspection.
- h. To pay the County the following amounts in accordance with Appendix A (attached hereto) on the first day of each month that a County-leased hydrant meter remains in the Permittee’s possession:
 - i. A monthly hydrant meter rental fee in the amount listed in Chapter 21, Appendix A of the Fluvanna County Code for each month the hydrant meter has been leased to the Permittee. A month shall be any calendar month of fifteen (15) days or more.
 - ii. The hydrant meter bulk water price listed in Chapter 21, Appendix A of the Fluvanna County Code for water withdrawn from County-approved fire hydrants.

- iii. Any additional fees, such as late fees, assessed against Permittee pursuant to Fluvanna County Code Section 21-2-13.
- i. That if Permittee does not pay the total amount due by the due date each month, late fees will be assessed against Permittee pursuant to Fluvanna County Code Section 21-2-13(F).
- j. That if Permittee withdraws less than 1,000 gallons over a one-year period, the hydrant meter shall be returned to the County and the hydrant permit shall be terminated.
- k. To provide photographic certification to the County Department of Public Utilities on the first day of each month of the hydrant meter for recording and billing purposes. Such photographic certification shall show that there is no damage to the hydrant meter and shall clearly show the numbers on the hydrant meter indicating the quantity of water withdrawn. If the Permittee fails to report meter readings as required in this paragraph, a billing estimation will be assessed against the Permittee pursuant to Fluvanna County Code Section 21-2-13(E).
- l. To make the leased hydrant meter available for inspection by County personnel at any reasonable time.
- m. To return the leased hydrant meter to the County Department of Public Utilities annually on or before the yearly anniversary date of the signed lease agreement for a condition check and reading verification. If the leased hydrant meter is not returned within ten (10) days of the anniversary date, the provisions of Fluvanna County Code Section 21-2-13(G) shall apply, potentially including a late fee, hydrant meter permit revocation, County repossession of the hydrant meter, and prevention of future hydrant meter permits.
- n. That if the leased hydrant meter is damaged or in any way tampered with, the deposit shall be forfeited, this Agreement shall be terminated, and the hydrant meter permit shall be revoked unless a new deposit is provided within thirty (30) days.
- o. That if it is found that the backflow prevention device has been compromised or tampered with, the hydrant meter permit shall be revoked, this Agreement shall be terminated, and the deposit shall be forfeited.
- p. That if Permittee withdraws water without using the hydrant meter, the Agreement shall be terminated and the hydrant meter permit shall be revoked.
- q. To notify the County immediately if the leased hydrant meter is lost or stolen, in which case the original deposit shall be forfeited to compensate the County. Unless a new deposit is provided within thirty (30) days of the notification that the leased hydrant meter was lost or stolen, the hydrant meter permit shall be revoked and this Agreement shall be terminated.
- r. To return the leased hydrant meter to the County on or before the date this Agreement ends.
- s. That hydrant meter permit usage is subject to limitation or cancellation in the event of a water shortage or similar emergency.

II. The County covenants and agrees:

- a. To provide, when available from the County's inventory of hydrant meters, a hydrant meter for Permittee upon payment of the leasing deposit.

- b. To provide monthly bills based on monthly water bulk water withdrawal and the monthly rental fee pursuant to Chapter 21, Appendix A of the Fluvanna County Code.
- c. To review Permittee's monthly photographic certification.
- d. To annually review the leased hydrant meter pursuant to Fluvanna County Code Section 21-2-13(G).
- e. To return Permittee's hydrant meter deposit if the leased hydrant meter is returned to the County undamaged upon the conclusion of the permit, unless Permittee has been issued a sixty month permit, in which case Permittee may opt to roll over the deposit as part of a new permit and lease agreement with the County, plus the difference of the deposit rate, if higher.

III. Mutual Agreement of County and Permittee.

The County and Permittee mutually Covenant and agree:

- a. That this Agreement automatically terminates, the hydrant leasing deposit is forfeited, and the County may repossess the hydrant meter if it is not used and returned in accordance with the provisions of this Agreement and Fluvanna County Code Section 21-2-13.
- b. That Permittee may terminate this agreement at any time by returning the hydrant meter to the County. Upon an assessment of the condition of the returned hydrant meter, if the hydrant meter is found in good and usable condition, the County will return the Permittee's hydrant meter deposit, less any unpaid assessments or fees. If the hydrant meter is found to be damaged beyond normal wear and tear, it will retain all or a portion of Permittee's hydrant meter deposit to replace or repair the hydrant meter.
- c. That Permittee agrees to indemnify, defend, and hold the County harmless from and against all claims, loss, damage, injury, and liability, however caused, including any negligence by Permittee's agents or employees resulting from, arising out of, or in any way connected with the lease or use of the hydrant meter.
- d. It is understood by the County and Permittee that all provisions of Fluvanna County Code Section 21-2-13 are incorporated into this Agreement and this Agreement is not intended to alter or in any way modify the provisions or requirements thereof.
- e. That this Agreement shall not be assignable by Permittee.

IV. Miscellaneous

- a. Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The Parties acknowledge that this is a jointly drafted Agreement. The Parties agree that the statements, representations, agreements, and covenants contained herein are contractual in nature and are not mere recitations of fact, and that the agreements and covenants herein shall be binding upon the Parties hereto and their respective predecessors, successors, and assigns, as described above. If the Parties are unable to resolve any dispute related to the enforcement of this Agreement, then the venue for any dispute shall be the Circuit Court for the County of Fluvanna, Virginia.
- b. Integration Clause: No Oral Modification. This Agreement contains the entire agreement between the Parties hereto and may not be modified, amended or

terminated except by a written agreement specifically referring to this Agreement and signed by the Parties hereto prior to the effective date of any such modification, amendment or termination.

- c. Counterparts. This Agreement may be executed in one or more counterparts, and shall be effective when all Parties have signed a counterpart hereof.
- d. Severability. If any provision of this Agreement, or application thereof, shall be held to be invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.
- e. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them and the Parties shall not be bound by any condition/s, definition/s or representation/s with respect to the subject matter of this Agreement other than as expressly provided for herein. This written agreement embodies all of the understandings and obligations between the Parties and is signed by duly authorized representatives of each Party.
- f. No Waiver. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Party against whom it is sought to be enforced. The signature thereto must be of the same or comparable person of authority or interest as whom executed this Agreement. No waiver of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereafter have executed this Agreement on the date indicated below

Permittee

Fluvanna County Director of Public Utilities

Date

Date

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”,
BY AMENDING § 21-2-13 AND CHAPTER 21 APPENDIX A TO REQUIRE A HYDRANT
METER PERMIT AND CLARIFY THE PROCESS FOR THE SALE OF BULK WATER

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 § 21-2-13 and Chapter 21 Appendix A, as follows:*

Sec. 21-2-13. Hydrant meters.

(A) Hydrant meter permit required. Upon receipt of a hydrant meter permit application, the County may approve metered bulk water purchases. To be eligible for a hydrant meter permit, the applicant must:

- (1) Have a need to make bulk water purchases.**
- (2) Use tankers, piping, hoses, fittings, and other connections which have cross-connection and backflow prevention devices inspected as part of the application process and then approved annually by the Fluvanna County Public Utilities Department. All water haulers used must use fill tanks that have an air gap to prevent County system contamination.**
- (3) Agree to be responsible for any damages to the County-owned meters, hydrants, or meter settings beyond normal wear and tear.**

(B) Hydrant meter permits.

- (1) Hydrant meter permits may be issued for up to five (5) years. A new permit may be applied for and approved to be effective upon the conclusion of a previous hydrant meter permit.**
- (2) Hydrant meter permits may stipulate conditions for water withdrawal, including conditions involving quantity, frequency, and withdrawal location.**

(AC) Provision of hydrant meters, deposit required. A hydrant meter ~~Approved hydrant meter permittees~~ shall lease a hydrant meter through a lease agreement with be leased from the County for the purpose of recording water withdrawn from County-approved fire hydrants upon submittal of a signed lease agreement to the Director and payment of the lease deposit found in the County's fee schedule adopted as an Appendix A to this chapter. The leased hydrant meter must be used for any water withdrawal.

(BD) Water usage and administrative charges. Water usage charges per 1,000 gallons for water ~~withdrawn~~ consumed through hydrant meters can be found in the County's fee schedule adopted as an Appendix A to this chapter. If a permittee withdraws usage is less than 1,000 gallons over a one-year period, the meter shall be returned to the County and the ~~agreement~~ the lease agreement shall be terminated. A monthly ~~administrative~~ rental charge, found in the County's fee schedule adopted as an Appendix A to this chapter, shall also be assessed to each ~~lessee~~ permittee for every month a hydrant meter remains in the permittee's possession. Permittees shall provide payment on the first day of each month to the Department for the monthly rental fee and any water withdrawal charge. of such person. If lessee fails to pay total amount due by the due date, a late payment

penalty in the amount of \$10.00 or ten percent of the overdue amount, whichever is greater, will be added to lessee's bill. This late payment penalty shall be charged in each month that there is an overdue amount on any overdue balance.

- (~~C~~**E**) *Monthly meter reading reports; billing based on estimate where no report given.* **On the first day of each month, permittees shall provide photographic certification to the Department of the leased hydrant meter for recording and billing purposes. Such photographic certification shall show that there is no damage to the hydrant meter and shall clearly show the numbers on the hydrant meter indicating the quantity of water withdrawn.** Meter readings certified by the lessee must be provided to the Department by the 10th day of each month for recording and billing. If lessee ~~the permittee~~ fails to report meter readings as required in this paragraph, the Director shall estimate a water usage based on an average of the last two **(2)** billing periods. ~~To the extent there is an increase in~~ **If the estimated billing amount is less than the actual amount of water withdrawn,** a late payment penalty in the amount of \$10.00 or ten **(10)** percent ~~of the overage,~~ **whichever is greater, shall be assessed against the permittee.** ~~added to the increased billing amount.~~
- (**F**) **Late fees. If the total amount due for the month, including both water withdrawal charges and the rental fee, is not remitted by the due date, the account is deemed delinquent and a late charge of ten (10) percent of the amount overdue or \$10.00, whichever is greater, shall be assessed against the permittee. If the delinquent charges and fees are not paid within thirty (30) days after the original due date, the permittee's hydrant permit shall be revoked, the lease agreement shall be terminated, and the County may repossess the leased hydrant meter. If the leased hydrant meter cannot be repossessed or is damaged, the deposit shall be forfeited.**
- (~~D~~**G**) *Annual inspections; ~~permit revocation~~ lease terminated.* **Meters must be available for inspection by County personnel at any reasonable time.** All **leased hydrant** meters must be returned to the Department annually on or before the yearly anniversary date of the signed lease agreement for a condition check and reading verification. If **a leased hydrant** meters ~~is are~~ not returned to the County within ten **(10)** days of the anniversary date, a fee of \$25.00 plus \$1.00 per day thereafter ~~will shall~~ be added to the billing amount **assessed against the permittee** or deducted from the deposit. If such failure to return **a leased hydrant meter** or delinquency of a hydrant meter billing amount continues for a period of **fifteen (15)** days following written notice of such failure ~~to return~~ or delinquency, **the permittee's hydrant meter permit shall be revoked** ~~such lease shall automatically terminate,~~ the lease **permittee's hydrant water** deposit ~~will shall~~ be forfeited, and the County may ~~take~~ **repossession** of the **leased hydrant** meter. **If the leased hydrant meter cannot be repossessed or is damaged, the deposit shall be forfeited.** ~~The~~ **Such** notice shall be sent by first class mail to the **permittee** ~~person leasing the meter and~~ shall specify that **permit revocation** ~~lease termination,~~ deposit forfeiture, and **leased hydrant** meter repossession ~~will or deposit forfeiture shall~~ result if such failure or delinquency continues beyond the 15-day period. **Once the 15-day period has passed, the permittee's hydrant meter permit shall be revoked. No further permit shall be provided to the former permittee unless the leased water** ~~Such service shall not thereafter be provided to such lessee unless the meter is returned or repossessed,~~ a new **water hydrant permit is applied for and obtained, a new** lease agreement **is** signed, a new deposit is paid, and any

delinquent amounts owed by the former permittee are paid. ~~Meters must be available for inspection by County personnel at any reasonable time.~~

~~(E)H~~ *Damage to County equipment.* If the leased hydrant meter is damaged or in any way tampered with, ~~the cost to repair or replace the equipment will be at the expense of the lessee~~ the deposit shall be forfeited, the lease agreement shall be terminated, and the hydrant meter permit shall be revoked unless a new deposit is provided within thirty (30) days. If it is found that the backflow prevention device has been compromised or tampered with, the hydrant meter permit shall be revoked, the lease agreement shall be terminated, and the deposit shall be forfeited. ~~the lease agreement will be terminated and the deposit will be forfeited.~~

~~(E)I~~ *Lost or stolen equipment.* The lessee ~~permittee~~ shall notify the County immediately if the leased hydrant meter is lost or stolen, in which case the original deposit shall be forfeited to compensate the County. ~~The lessee shall reimburse the County for the cost of the meter within 30 days of such notification.~~ Unless a new deposit is provided within thirty (30) days of the notification that the leased hydrant meter was lost or stolen, the hydrant meter permit shall be revoked and lease agreement shall be terminated.

~~(J)~~ *Return of leased hydrant meter.*

(1) If a leased hydrant meter is returned to the County undamaged upon the conclusion of the lease agreement, the deposit shall be returned to the permittee.

~~(K)~~ *Access to withdraw.*

(1) Only designated locations and existing meter settings that have been authorized by the County may be used for bulk water withdrawal.

(2) Once a hydrant meter permit has been acquired and a hydrant meter has been leased from the County, the permittee shall have access to withdraw from County-approved fire hydrants on a 24/7 basis, unless such fire hydrant is currently in use by the County.

(3) Permittees shall, while any water is being withdrawn from the County's water system, keep the hydrant meter permit with the vehicle or tanker which is receiving the bulk water and available for inspection.

(4) If a Permittee withdraws water without using the hydrant meter, the lease agreement will be terminated and the hydrant meter permit will be revoked.

(5) Any hydrant meter permit issued under this section is subject to limitation on the amount of water that can be withdrawn or cancellation of the permit in the event of a water shortage on account of either the needs of existing or new customers on the County's water system or a declared local or state drought emergency.

~~(L)~~ *Exemption for County.*

(1) County Departments and County Volunteer Fire Companies are exempt from the requirements to acquire a hydrant meter or to pay for water usage.

(2) The County Departments and County Volunteer Fire Companies shall notify the Department of Public Utilities of any bulk water withdrawals during both emergency and non-emergency events.

APPENDIX A. WATER AND SEWER FEE SCHEDULE

County Code	Fee Description	Fee Amount
Sec. 21-2-7. Extensions to existing lines	Initial Review Fee, Base	\$600
	Initial Review Fee, Water Lines	\$0.33 per linear foot (LF)
	Subsequent Review Fee, Base	\$200
	Subsequent Review Fee, Water Lines	\$0.11 per linear foot (LF)
Sec. 21-2-13. Hydrant meters	Hydrant meter, leasing, commercial deposit	\$400.00 <u>\$1,500.00</u>
	Hydrant meter, leasing, other deposit <u>bulk water price per 1,000 gallons</u>	\$100.00 <u>\$12.00</u>
	<u>Hydrant meter, Monthly Rental Administration Fee</u>	\$10.00 <u>\$35.00</u> per month
Sec. 21-2-33. Payments for water generally; service deposit by tenant.	Customer set up charge for new water or sewer account	\$10.00
	Deposit (owner)	\$100
	Deposit* (tenant/lessee)	\$100
Sec. 21-2-36. Overdue bills; disconnection for nonpayment generally.	Reconnection Fee	\$30
Sec. 21-2-40. Water service and volume charges.	Minimum usage included in Base Fee per meter size	Water Base Service Charges
	$\frac{5}{8}$ x $\frac{3}{4}$ -inch meter, 2,000 gallons	\$21.42
	1-inch meter, 6,000 gallons	\$64.26
	1- $\frac{1}{2}$ -inch meter, 12,000 gallons	\$128.52
	2-inch meter, 20,000 gallons	\$214.20

	3-inch meter, 48,000 gallons	\$514.08
	4-inch meter, 96,000 gallons	\$1,028.16
	Water rate per 1,000 gallons above minimum usage	\$11.22
Sec. 21-2-87. Connections to existing water mains (see also Sec. 21-2-8(E))	Connection Fees, Water	
	$\frac{5}{8}$ x $\frac{3}{4}$ -inch meter	\$8,500
	1-inch meter	\$17,000
	1- $\frac{1}{2}$ -inch meter	\$42,500
	2-inch meter	\$68,000
	3-inch meter	\$136,000
	4-inch meter	\$272,000
Sec. 21-3-11. Extensions to existing lines.	Initial Review Fee, Base	\$600
	Initial Review Fee, Sewer Lines	\$0.66 per linear foot (LF)
	Subsequent Review Fee, Base	\$200
	Subsequent Review Fee, Sewer Lines	\$0.22 per linear foot (LF)
Sec. 21-3-31. Connection by applicant.	Customer set up charge for new water or sewer account	\$10.00
	Deposit (owner)	\$100
	Deposit (tenant/lessee)	\$100
Sec. 21-3-32. Sewer connection fees - Generally.	Connection Fees, Sewer	
	$\frac{5}{8}$ x $\frac{3}{4}$ -inch meter	\$8,500
	1-inch meter	\$17,000
	1- $\frac{1}{2}$ -inch meter	\$42,500
	2-inch meter	\$68,000
	3-inch meter	\$136,000
	4-inch meter	\$272,000
Sec. 21-3-33. Sewer service charges and rates—Generally.	Minimum usage included in Base Fee per meter size	Sewer Base Service Charges

	5/8 x 3/4-inch meter, 2,000 gallons	\$25.81
	1-inch meter, 6,000 gallons	\$77.43
	1-1/2-inch meter, 12,000 gallons	\$154.86
	2-inch meter, 20,000 gallons	\$258.10
	3-inch meter, 48,000 gallons	\$619.44
	4-inch meter, 96,000 gallons	\$1,238.88
	Sewer rate per 1,000 gallons above minimum usage	\$17.65
Sec. 21-3-62. Permit required - Existing and new users (*relates to industrial pretreatment)	Application fee	\$50
	Permit Fee	\$50
Sec. 21-3-91 Permit for Installation and repair	Permit Fee	4% of estimated construction costs

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

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

TAB J

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Public hearing for Deed of Ingress/Egress Easement				
MOTION(s):	I move that the Board of Supervisors approve the Deed of Ingress/Egress Easement with Christopher and Victoria Moore and authorize the County Administrator to sign the Deed subject to approval as to form by the County Attorney.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve the Deed				
TIMING:	Routine				
DISCUSSION:	<p>Christopher and Victoria Moore are the owners of Tax Map Parcel 21-A-4, and they approached the County to request utilization of an existing right of way dedicated to the public in 1975. Such right of way is not currently accepted into the VDOT system and is not maintained by the County. The attached Deed of Ingress/Egress Easement will allow Christopher and Victoria Moore to access their property through a proposed easement area across the right of way.</p> <p>The County will not be responsible for maintaining the easement area or constructing any improvements within the easement area. Christopher and Victoria Moore will be responsible for constructing all improvements within the usable easement area.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Deed of Ingress/Egress Easement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

Document Prepared By:
 Dan N. Whitten (VSB #79205)
 Fluvanna County Attorney
 132 Main Street
 Palmyra, Virginia 22963

Tax Map No.: 21-A-4 (portion)

Consideration: N/A
 Assessed Value: N/A

**Exempt from recordation taxes and recordation fees pursuant to
 Sections 17.1-266, and 58.1-811(C)(4) of the Code of Virginia**

DEED OF INGRESS/EGRESS EASEMENT

THIS DEED OF INGRESS/EGRESS EASEMENT (“Deed”) is made this ____ day of _____, 2026, by and between **THE COUNTY OF FLUVANNA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Grantor” or “County”), and **CHRISTOPHER BRIAN MOORE and VICTORIA MARIE MOORE**, including any/all assigns, lessees, successors, personal representatives, agents and heirs, owners of a portion of Tax Map No. 21-A-4 (“Grantees”).

RECITALS OF FACT:

1. The County is the owner of that dedicated right of way (“County Property”) located in Fluvanna County, Virginia and indicated on the attached Deed and Plat, recorded on October 10, 1975 in Deed Book 112 p. 552 through 555 in the Clerk’s Office of the Fluvanna County Circuit Court (**Exhibit A**);
2. Grantees are the owners in fee simple of undeveloped real property located in Fluvanna County, Virginia, recorded as Instrument #260000991 on April 1, 2026 in the Clerk’s Office of the Fluvanna County Circuit Court, identified as Lot C and described as a portion of Tax Map No. 21-A-4 and (the “Moore Property”);
3. It is the desire of the County to grant a 50’ private ingress/egress easement over the County Property described and defined herein below, which is intended for use by Grantees and the benefit of the Moore Property;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County does hereby grant and convey unto the Grantee:

A fifty-foot-wide (50') easement area ("Easement Area"), with a useable variable width of not greater than twenty feet (20') ("Useable Easement Area"), for a permanent, non-exclusive ingress/egress easement ("Easement") upon the County Property.

The Easement, Easement Area, and Useable Easement Area are governed by the following conditions, as applicable to each:

1. Grantees acknowledge and agree that the grant of the ingress/egress Easement, the Easement Area, and the Usable Easement Area and rights set forth in this Deed are nonexclusive and the County reserves the right to make use of the full Easement Area in any manner it deems appropriate, in its sole discretion, so long as said use is not inconsistent with and does not interfere with the rights granted in this Deed.
2. Grantees acknowledge and agree that Grantees' access onto the Moore Property, as well as that of persons permitted, including but not limited to, lessees, guests, and invitees, is only allowed within the Useable Easement Area. Grantees agree that they will not access or utilize any other portion of the Easement Area for any reason except as may be needed to address damages as discussed in a later provision.
3. Grantees acknowledge and agree that the Useable Easement Area is for ingress and egress only and Grantees may not park or place or allow anything to be parked or placed anywhere within the full Easement Area or Useable Easement Area.
4. Grantees acknowledge and agree to maintain the Useable Easement Area in good condition and repair at no expense to the County, save for instances in which the County and/or those accessing the Easement Area on behalf of or at the invitation of the County causes damage to the Useable Easement Area, in which case the County will be responsible for making any necessary repairs. The immediately preceding sentence is not applicable to the County or any County guest or invitee when access to the Useable Easement Area is in response to any emergent situation, which is defined as such at the sole discretion of the County. The County agrees that Grantees may, but are not required to, improve the current natural state of the Useable Easement Area with gravel, asphalt, blacktop, or pavers. The County

further acknowledges and agrees that Grantees may, as part of their maintenance of the Useable Easement Area, clear any fallen trees, branches, snow, ice, debris or plant matter/vegetation from the Useable Easement Area without any pre-authorization from the County.

5. Grantees acknowledge and agree that all surface improvements to any portion of the surface within the Useable Easement Area that Grantees do or cause to have done will be at Grantees' sole expense and will be and remain Grantees' responsibility to maintain, repair, and/or replace, save for instances in which the County and/or those accessing the Easement Area on behalf of or at the invitation of the County causes damage to the improved surface, in which case the County will be responsible for making any necessary repairs. The immediately preceding sentence is not applicable to the County or any County guest or invitee when access to the Useable Easement Area is in response to any emergent situation, which is defined as such at the sole discretion of the County.
6. Grantees acknowledge and agree that Grantees are completely responsible for damage to the area outside of the Useable Easement Area caused by Grantees or, including but not limited to, any lessees, guests, or invitees. The County may, at any time and at its sole discretion, plant more trees or shrubs in the Easement Area as long as nothing interferes with the Easement rights granted herein. Grantees agree to and must immediately notify the County in writing of their, or, including but not limited to, any guest's or invitee's damage to the area outside the Useable Easement Area, including, but not limited to, destruction of any structures, now in place or which may be added, such as fences, monuments, or any deciduous trees six (6) feet or more in height or with a trunk caliper measurement of three (3) inches or more at roughly chest level and any evergreens, now in place or which may be added, with a diameter of two (2) feet or more at the widest part. Grantees agree to pay the cost of a replacement tree of the same type if the County, in its sole discretion, decides a replacement is needed. The replacement tree will be at least six (6) feet tall with a trunk caliper measure of at least three (3) inches at roughly chest height for deciduous trees and any evergreen will have a diameter of at least two (2) feet wide at the widest part for evergreens. The County will provide an invoice to Grantees, at their address of record within the County, which Grantees agree to pay within 30 days of receipt

of the invoice. Failure to timely pay any invoice may result in legal action by the County against Grantees.

Written notice of any damage will be provided to:

Fluvanna County Department of Public Works

Attention: Department Head

Mailing Address: PO Box 540

Palmyra, VA 22963

With a copy provided to:

Fluvanna County Attorney's Office

Attention: County Attorney

Mailing Address: PO Box 540

Palmyra, VA 22963

7. Grantees acknowledge and agree that Grantees must not alter or maintain any area outside of the Useable Easement Area, including but not limited to trimming, cutting down, removing, or otherwise maintaining trees, plants, or man-made items outside of the Useable Easement Area. If Grantees identify a tree, plant, or other natural or man-made item outside of the Useable Easement Area that Grantees believe poses a threat of falling into the Useable Easement Area, poses a health or safety risk to use of the Useable Easement Area, or may otherwise interfere with Grantees' use rights granted in this instrument, and the situation is not the result of actions by Grantees, as defined in Paragraph 6, Grantees may notify the Fluvanna County Department of Public Works in writing at the address provided in the preceding paragraph, with a copy to the Fluvanna County Attorney, identifying the tree(s) or other such items at issue and the perceived problem. Upon receipt of written notice, the County, within a reasonable period of time, shall evaluate the situation that is the basis of Grantees' notification and, if deemed appropriate, in the County's sole discretion, take action to address the issue at its sole expense. If the County declines to take action upon receipt of Grantees' written notice and the identified tree or other item(s)

subsequently encroaches into the Useable Easement Area interfering with the rights granted to Grantees in this instrument, the County will be responsible for the removal of the item and repair to any damage to the Useable Easement Area caused by the item.

8. Notwithstanding the County's sole discretion related to various provisions in this Easement, Grantees acknowledge and agree that Grantees are responsible for and will immediately defend, indemnify, and hold harmless, and do release, acquit, waive, and forever discharge Fluvanna County, Virginia, including but not limited to, its officials, employees, agents, invitees, volunteers, contractors, executors, assigns, and their heirs, from and against any liability now accrued or hereafter to accrue on any account of any and all claims, suits, procedures, actions, liabilities, costs for injury or death of any person, or for loss or damage to property, and claims or causes of action which may now or may hereafter accrue for bodily injuries, personal injuries, damage to property, loss of services, medical expenses, lost wages, pain and suffering, economic losses, contribution, indemnity, and losses or damages of any and every kind or nature whatsoever, now known or unknown or that may hereafter develop, be sustained or received in connection with the installation, use, inspection, maintenance, operation, repair, replacement, or any action taken related to the aforementioned Easement Area or Useable Easement Area when such are asserted and/or made by Grantees or Grantees' assigns, successors, personal representatives, agents contractors, lessees, guests, invitees, or heirs.
9. This Deed, and the rights and obligations of the parties to it, will be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and Venue will be in the courts of competent jurisdiction in Fluvanna County.
10. If any clause, phrase, provision, or portion of this Deed is found to be invalid or unenforceable under applicable law, such event will not affect, impair, or render invalid or unenforceable the remainder of this Deed.
11. This Agreement may not be modified orally or in any other manner than by an agreement in writing by the parties hereto, which will be an addendum to this original Deed.
12. This instrument covers all the agreements between the parties.
13. Nothing in this Deed is intended to, nor does it, create a public right of access onto any portion of the Easement Area.

IN WITNESS WHEREOF, County and Grantees have caused this Deed to be executed pursuant to due authorization from the Board of Supervisors granted on _____, 2026.

Grantor:

THE COUNTY OF FLUVANNA, VIRGINIA, 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 on the ____ day of _____, 2026, by Eric Dahl, County Administrator of **THE COUNTY OF FLUVANNA, VIRGINIA** on behalf of such entity.

Notary Public

Notary Registration Number: _____

My Commission expires: _____

[Notary Seal]

Prepared and approved as to form:

County Attorney

Grantee:
CHRISTOPHER BRIAN MOORE

By: _____

COMMONWEALTH OF VIRGINIA:

County of _____, to-wit:

The foregoing instrument was acknowledged before me on the ____ day of _____, 20 ____,
by _____.

Notary Public

Notary Registration Number: _____

My Commission expires: _____

[Notary Seal]

Grantee:
VICTORIA MARIE MOORE

By: _____

COMMONWEALTH OF VIRGINIA:

County of _____, to-wit:

The foregoing instrument was acknowledged before me on the ____ day of _____, 20 ____,
by _____.

Notary Public

Notary Registration Number: _____

My Commission expires: _____

[Notary Seal]

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

TAB K

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Flying Club MOU Amendment				
MOTION(s):	I move the Board approve the Memorandum of Agreement between the County and the Fluvanna County Radio Control Flying Club, LLC, as presented.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator				
PRESENTER(S):	Kelly Harris, Assistant County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<ul style="list-style-type: none"> • Fluvanna County Radio Control Flying Club, Inc, has utilized a portion of the former Fluvanna landfill for club activities, including the construction of a landing strip and racetrack. The construction and maintenance of these areas has been funded entirely through Flying Club funds. • The Flying Club has requested an amendment to the current Memorandum of Understanding (MOU). Requested changes include: <ul style="list-style-type: none"> ○ Removal of all instances of “racetrack” from the MOU, as this is no longer used or a function of the Flying Club. ○ Replacement of the current Geo-Tex landing strip with tarmac, funded entirely by the Flying Club. ○ A longer MOU term: the current MOU includes a five-year term that may be terminated by either party. The Flying Club has requested lengthening the term to ten years. • The Flying Club hosts periodic events to which the public is invited, and which have been well-organized and well-attended. These events have benefitted several animal rescue organizations in the County. • Original MOU was entered into in 2005; current expiration/renewal is 2027. Proposed expiration/renewal – 2036. 				
FISCAL IMPACT:	None.				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	MOUs dated from 2005, with ensuing renewals occurring in: 2005, 2009, 2013, 2018, & 2022.				
ENCLOSURES:	<ul style="list-style-type: none"> • Draft Memorandum of Understanding – Redline • Draft Memorandum of Understanding – Clean 				

	<ul style="list-style-type: none">• Sketch of area to be utilized• Aerial Photo of area to be utilized• Public Hearing Advertisement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**Memorandum of Understanding
Between
the County of Fluvanna
and
Fluvanna County Radio Control Flying Club, LLC**

The purpose of this Memorandum of Understanding (the “MOU”) is for the County of Fluvanna (the “County”), a political subdivision of the Commonwealth of Virginia, to grant Fluvanna County Radio Control Flying Club, Inc. (the “Club”), a Virginia corporation, a revocable nonexclusive limited license to utilize a designated portion of a certain parcel (the “Property”) owned by the County as a launching and landing site (the “Landing Strip”) for model aircraft.

WHEREAS, the County and Club have a Memorandum of Understanding agreed upon on April 6, 2022 (the “Existing MOU”) which provides for a revocable limited license which expires on June 5, 2027;

WHEREAS, the County and Club wish to enter into this new Memorandum of Understanding to replace that Expiring MOU on substantially the same terms and conditions;

WHEREAS, the Property lies within the Fork Union Magisterial District, and is more particularly described on County Tax Maps as Parcel 40-A-16; and

WHEREAS, the Landing Strip shall be defined as the areas indicated on Attachment A to this MOU.

WITNESSETH

Pursuant to the granting of the revocable nonexclusive limited license, being the consideration here fore, the sufficiency of which is acknowledged by the Club, the following Terms and Conditions are understood and agreed by both parties:

- 1) The revocable nonexclusive limited license granted by the MOU shall be for a ten (10) year period beginning on June 1, 2026 and expiring by its terms on May 31, 2036, and may be renewed, revised, rescinded and/or revoked at the discretion of the County.
- 2) The Property upon which the model aircraft landing strip is located is primarily used by the County as a solid waste and recycling collection and transfer facility (the “Convenience Center”). The Property also contains a closed solid waste landfill. As such, the County’s need to fulfill all requirements associated with the Convenience Center and the closed landfill will supersede this MOU and any other agreements concerning the use of the Property by the Club.
- 3) The activities of the Club shall be restricted to the Landing Strip, and all activities thereon shall be limited to those activities directly related to the launching and landing of unmanned model aircraft.
- 4) While this MOU is in effect, the Club shall annually maintain a current Membership List containing the names of all members of the Club who are authorized to use the Landing Strip. Such Membership List shall be provided to the County on an annual basis.
- 5) The Club shall have use of the Landing Strip only. This MOU shall not be interpreted to provide unrestricted access by the Club to any other portion of the Property.
- 6) The members of the Club whose names appear on the Membership List will be allowed to bring guests to the Landing Strip. Club members must supervise their guest(s) at all times.

- 7) Access by the Club to portions of the Property other than the Landing Strip shall be limited to the normal operating hours of the Convenience Center (as they may be periodically amended by the County), or by specific permission of the Fluvanna County Director of Public Works or the County Administrator.
- 8) The Club shall keep the Landing Strip in good clean condition at all times, and free of litter and refuse.
- 9) The Club shall be responsible for such periodic mowing, weeding or other maintenance of the Landing Strip as may be necessary in order for them to pursue approved activities at the site.
- 10) Access to the Landing Strip shall be by means of the designated entrance from Route 6 and the associated access road. The gate on the access road shall be kept secured at all times.
- 11) The Club shall be responsible for erecting and maintaining a safety fence around the Landing Strip.
- 12) In the event of breach by either party of this MOU, the other party may give written notice to the party deemed to be in breach specifying the manner in which the MOU has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this MOU. If the party receiving notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this MOU.
- 13) This MOU and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Club shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 14) In the event of a dispute between the parties under this MOU which cannot be amicably resolved, in addition to all other remedies, the County shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees, costs and any expert fees.
- 15) This MOU may not be assigned to any other entity or person by The Club.
- 16) The Club agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation (including without limitation any expert fees), all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with The Club, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its activities under this MOU. The Club shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, The Club shall, at its own expenses, satisfy and discharge the same. Nothing contained in this MOU shall be deemed to be a waiver of the County's sovereign immunity.

17) The Club agrees to maintain adequate general liability insurance (minimum \$1 million per occurrence and \$2 million in the aggregate) and to provide the County with evidence of the same from time to time upon request. On the certificate of insurance, the County shall be named or indicated as additional insured.

18) This MOU represents the entire understanding between the parties and any modification of this MOU shall be in a writing signed by duly authorized agents of all the parties hereto. This MOU may be executed in one or more counterparts, which together shall be a fully executed agreement. This MOU allows for electronic signatures by facsimile or other transmission which will be considered original signatures hereto.

Witness the following duly authorized signatures and seals:

Fluvanna County Radio Control Flying Club, Inc.

By: _____ (SEAL) Date: _____
Shawn Wilcox, President

Fluvanna County, Virginia

_____ (SEAL) Date: _____
Eric M. Dahl, County Administrator

Approved as to Form:

Dan Whitten, Fluvanna County Attorney

**Memorandum of Understanding
Between
the County of Fluvanna
and
Fluvanna County Radio Control Flying Club, Inc.**

The purpose of this Memorandum of Understanding (the “MOU”) is for the County of Fluvanna (the “County”), a political subdivision of the Commonwealth of Virginia, to grant Fluvanna County Radio Control Flying Club, Inc. (the “Club”), a Virginia corporation, a revocable nonexclusive limited license to utilize a designated portion of a certain parcel (the “Property”) owned by the County as a launching and landing site (the “Landing Strip”) for model aircraft.

WHEREAS, the County and Club have a Memorandum of Understanding agreed upon on April 6, 2022 (the “Existing MOU”) which provides for a revocable limited license which expires on June 5, 2027;

WHEREAS, the County and Club wish to enter into this new Memorandum of Understanding to replace that Expiring MOU on substantially the same terms and conditions;

WHEREAS, the Property lies within the Fork Union Magisterial District, and is more particularly described on County Tax Maps as Parcel 40-A-16; and

WHEREAS, the Landing Strip shall be defined as the areas indicated on Attachment A to this MOU.

WITNESSETH

Pursuant to the granting of the revocable nonexclusive limited license, being the consideration here fore, the sufficiency of which is acknowledged by the Club, the following Terms and Conditions are understood and agreed by both parties:

- 1) The revocable nonexclusive limited license granted by the MOU shall be for a ten (10) year period beginning on June 1, 2026 and expiring by its terms on May 31, 2036, and may be renewed, revised, rescinded and/or revoked at the discretion of the County.
- 2) The Property upon which the model aircraft landing strip is located is primarily used by the County as a solid waste and recycling collection and transfer facility (the “Convenience Center”). The Property also contains a closed solid waste landfill. As such, the County’s need to fulfill all requirements associated with the Convenience Center and the closed landfill will supersede this MOU and any other agreements concerning the use of the Property by the Club.
- 3) The activities of the Club shall be restricted to the Landing Strip, and all activities thereon shall be limited to those activities directly related to the launching and landing of unmanned model aircraft.
- 4) While this MOU is in effect, the Club shall annually maintain a current Membership List containing the names of all members of the Club who are authorized to use the Landing Strip. Such Membership List shall be provided to the County on an annual basis.
- 5) The Club shall have use of the Landing Strip only. This MOU shall not be interpreted to provide unrestricted access by the Club to any other portion of the Property.

- 6) The members of the Club whose names appear on the Membership List will be allowed to bring guests to the Landing Strip. Club members must supervise their guest(s) at all times.
- 7) Access by the Club to portions of the Property other than the Landing Strip shall be limited to the normal operating hours of the Convenience Center (as they may be periodically amended by the County), or by specific permission of the Fluvanna County Director of Public Works or the County Administrator.
- 8) The Club shall keep the Landing Strip in good clean condition at all times, and free of litter and refuse.
- 9) The Club shall be responsible for such periodic mowing, weeding or other maintenance of the Landing Strip as may be necessary in order for them to pursue approved activities at the site.
- 10) Access to the Landing Strip shall be by means of the designated entrance from Route 6 and the associated access road. The gate on the access road shall be kept secured at all times.
- 11) The Club shall be responsible for erecting and maintaining a safety fence around the Landing Strip.
- 12) In the event of breach by either party of this MOU, the other party may give written notice to the party deemed to be in breach specifying the manner in which the MOU has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this MOU. If the party receiving notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this MOU.
- 13) This MOU and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Club shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 14) In the event of a dispute between the parties under this MOU which cannot be amicably resolved, in addition to all other remedies, the County shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees, costs and any expert fees.
- 15) This MOU may not be assigned to any other entity or person by The Club.
- 16) The Club agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation (including without limitation any expert fees), all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with The Club, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its activities under this MOU. The Club shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in

any such action, The Club shall, at its own expenses, satisfy and discharge the same. Nothing contained in this MOU shall be deemed to be a waiver of the County’s sovereign immunity.

17) The Club agrees to maintain adequate general liability insurance (minimum \$1 million per occurrence and \$2 million in the aggregate) and to provide the County with evidence of the same from time to time upon request. On the certificate of insurance, the County shall be named or indicated as additional insured.

18) This MOU represents the entire understanding between the parties and any modification of this MOU shall be in a writing signed by duly authorized agents of all the parties hereto. This MOU may be executed in one or more counterparts, which together shall be a fully executed agreement. This MOU allows for electronic signatures by facsimile or other transmission which will be considered original signatures hereto.

Witness the following duly authorized signatures and seals:

Fluvanna County Radio Control Flying Club, Inc.

By: _____ (SEAL) Date: _____
Shawn Wilcox, President

Fluvanna County, Virginia

_____ (SEAL) Date: _____
Eric M. Dahl, County Administrator

Approved as to Form:

Dan Whitten, Fluvanna County Attorney

Attachment A - Exhibit Showing Landing Strip Area at Fluvanna County Landfill Property for use by Fluvanna County Radio Control Flying Club (See Memorandum of Understanding for Terms & Conditions)



Proj No:

Design By: JWS

Date: 06/04/2013

Scale: 1" = 250'

Sheet No: 1 of 1

Attachment A

to Memorandum of Understanding Between

Board of Supervisors of Fluvanna County and

Fluvanna County Radio Control Flying Club, LLC

Fluvanna County Virginia

P.O. Box 540

Palmyra, Virginia 22963

www.fluvannacounty.org





(Seal)
PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, July 1, 2026, at 6:00 p.m.

Pursuant to VA Code Section 15.2-1427, a public hearing will be held in the held **Fluvanna County Circuit Court, 72 Main Street, Palmyra, VA 22963** for citizens of the County to have the opportunity to be heard by the Board of Supervisors on the following item:

License Agreement between the County and the Fluvanna County Radio Control Flying Club, Inc. for use of a portion of the landfill property as a landing strip.

A copy of the complete text of the above item is available for public review at the Office of the Fluvanna County Administrator during normal business hours. Questions may be directed to the Planning & Zoning Department, 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 date: June 18, 2026

Authorized by: Fluvanna County BOS

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 1, 2026				
AGENDA TITLE:	ZTA 26:11 - Amendments to the Fluvanna County Code, amending §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1 and 22-23-8 and enacting § 19-3-1.1 to clarify and improve requirements for subdivisions, private roads, and site development plans.				
MOTION(s):	Finding that the proposed zoning ordinance amendment (is / is not) appropriate for the public necessity, convenience, and general welfare and (is / is not) good zoning practice, I move that the board of supervisors (approve / deny / defer) ZTA 26:11 – an ordinance to amend and reordain “the code of the county of Fluvanna, Virginia” by amending §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1, and 22-23-8 and enacting § 19-3-1.1 to clarify and improve requirements for subdivisions, private roads, and site development plans.				
BOS WORKPLAN?	Yes		No		If yes, which item(s):
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
PRESENTER(S):	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
RECOMMENDATION:	The Planning Commission has recommended approval of changes to §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1 and 22-23-8 and enactment of § 19-3-1.1 of the Fluvanna County Code.				
TIMING:	Routine				
DISCUSSION:	A review of these sections of the County Code has found some issues that need to be addressed. These issues include, but are not limited to, restrictions in regarding lot access for private roads NOT built to VDOT standards and issues are related to the definition and certain requirements for family subdivisions.				
FISCAL IMPACT:	None				
POLICY IMPACT:	<p>This proposed ZTA seeks to address issues including:</p> <ul style="list-style-type: none"> • Lot access for private roads NOT built to VDOT standards • Definition and certain requirements for family subdivisions. • Clarification of language involving: <ul style="list-style-type: none"> ○ Parent tract subdivision ○ Sketch Plans (19-3-2) ○ Administrative review timelines to fit Virginia Code 15.2-2259 (19-3-6.2) ○ Major Site Plan language (22-23-8) • The addition of: <ul style="list-style-type: none"> ○ Trusts/Trust beneficiaries to the family subdivision section (19-3-3), as allowed by Virginia Code Sec. 15.2-2244.2 ○ Subdivision lot size and residue requirements 				

LEGISLATIVE HISTORY:	The Planning Commission considered this proposed ZTA at its regular meeting on May 12, 2026 and recommended approval by a vote of 4-0 (with one member absent).				
ENCLOSURES:	<ul style="list-style-type: none"> • 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

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors

From: Dan Whitten, County Attorney; and Todd Fortune, Director of Planning

Case Number: ZTA 26-11

District: Countywide Amendment

General Information: This public hearing is to be held on Wednesday, July 1, 2026, at 7:00 pm by the Fluvanna County Board of Supervisors in the Fluvanna County Circuit Court, 72 Main Street, Palmyra, VA 22963.

Requested Action: Approval of an amendment to the Fluvanna County Zoning and Subdivision Ordinances by amending §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1 and 22-23-8 and enacting § 19-3-1.1 to clarify and improve requirements for subdivisions, private roads, and site development plans.

Background Information: A review of these sections of the County Code has found some issues that need to be addressed. Some of the issues are related to restrictions in regarding lot access for private roads NOT built to VDOT standards. Other issues are related to the definition and certain requirements for family subdivisions. This proposed ZTA seeks to address those issues and others, including:

- Clarification of language involving:
 - Parent tract subdivision
 - Sketch Plans (19-3-2)
 - Administrative review timelines to fit Virginia Code 15.2-2259 (19-3-6.2)
 - Major Site Plan language (22-23-8)
- The addition of:
 - Trusts/Trust beneficiaries to the family subdivision section (19-3-3), as allowed by Virginia Code Sec. 15.2-2244.2
 - Subdivision lot size and residue requirements

At its regular meeting on May 12, 2026, the Planning Commission considered this proposed ZTA and **recommended approval by a vote of 4-0 (with one member absent).**

A few additional changes were made since the Planning Commission Public Hearing:

- Under Section 19-3-1.1(A), exceptions were added to the requirement that all lots in rural preservation areas be at least 10 acres.

- If the proposed lot has public road frontage that meets the minimum requirements of the zoning district, the proposed lot shall meet the minimum lot size for the underlying zoning district as long as the residue lot is not less than ten (10) acres in size.
- If the proposed lot is part of a family subdivision that meets the requirements of Sec. 19-3-3, the proposed lot shall meet the minimum lot size for the underlying zoning district as long as the residue lot is not less than ten (10) acres in size.
- Under Section 19-8-1(C), the verbiage requiring all lots in rural preservation areas that are served by a private road be at least 10 acres was amended to provide an exception for instances where “the lot meets the exception requirements in Sec. 19-3-1.1(A).”

Recommended Motion:

- FINDING THAT THE PROPOSED ZONING ORDINANCE AMENDMENT (IS / IS NOT) APPROPRIATE FOR THE PUBLIC NECESSITY, CONVENIENCE, AND GENERAL WELFARE AND (IS / IS NOT) GOOD ZONING PRACTICE, I MOVE THAT THE BOARD OF SUPERVISORS (APPROVE / DENY / DEFER) ZTA 26:11 – AN ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1, AND 22-23-8 AND ENACTING § 19-3-1.1 TO CLARIFY AND IMPROVE REQUIREMENTS FOR SUBDIVISIONS, PRIVATE ROADS, AND SITE DEVELOPMENT PLANS.

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1 AND 22-23-8 AND ENACTING § 19-3-1.1 TO CLARIFY AND IMPROVE REQUIREMENTS FOR SUBDIVISIONS, PRIVATE ROADS, AND SITE DEVELOPMENT PLANS

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 §§ 19-2-1, 19-3-2, 19-3-3, 19-3-6.2, 19-8-1, 22-22-1, and 22-23-8 and by enacting § 19-3-1.1 as follows:*

CHAPTER 19 – SUBDIVISIONS

ARTICLE 2. – DEFINITIONS

Sec. 19-2-1. Rules of construction; definitions.

Family subdivision. A single division of a lot or parcel for the purpose of a gift or sale to any natural or legally defined offspring, spouse, sibling, grandchild, grandparent, or parent of the property owner, **including the beneficiary of a trust as provided in Code of Virginia, § 15.2-2244.2.**

Parent tract: A separate lot, tract, or parcel of land conveyed by deed, devised by will, or passing pursuant to the laws of descent and distribution, the boundaries of which are shown by a plat or described by metes and bounds, and recorded in the Clerk's office of Fluvanna County, Virginia on or before April 16, 2025; for purposes of this definition, the Fluvanna County tax map may be used to identify parent tracts. If a parcel is divided into lots, **any division that splits the parcel and creates a lot or lots which are less than** ~~parcels or tracts all of which are greater than or equal to~~ sixty (60) acres in area or ~~all of which have~~ **less than** ~~greater than or equal to~~ 1,500 feet of frontage on a highway maintained by the Virginia Department of Transportation **shall be considered the first lot division of a parent tract for the purpose of subdivision.** ~~‡The date for determining the parent tract shall be the date of the recordation of that plat.~~

ARTICLE 3. – PROCESS

Sec. 19-3-1.1. Subdivision Lot Size and Residue Requirements.

Any subdivision shall comply with the following lot size and residue requirements:

- (A) **All subdivisions within rural preservation areas shall result in no lot of less than ten (10) acres unless the proposed lot meets the following requirements:**
- (i) **If the proposed lot has public road frontage that meets the minimum requirements of the zoning district, the proposed lot shall meet the minimum lot size for the underlying zoning district as long as the residue lot is not less than ten (10) acres in size.**

- (ii) **If the proposed lot is part of a family subdivision that meets the requirements of Sec. 19-3-3, the proposed lot shall meet the minimum lot size for the underlying zoning district as long as the residue lot is not less than ten (10) acres in size.**
- (B) All subdivisions within rural residential areas shall meet the minimum lot size for the underlying zoning district and shall leave a residue lot of no less than five (5) acres.**
- (C) All subdivisions within community planning areas shall meet the minimum lot size for the underlying zoning district.**

Sec. 19-3-2. Sketch plan.

- (A) For any minor or major subdivision, the subdivider shall submit a sketch plan that satisfies the requirements of Article 4 of this chapter to the Subdivision Agent, who shall comment in writing and provide such comments to the subdivider within thirty (30) days of submission. The Subdivision Agent shall also provide a determination whether the proposed subdivision, as presented, would be classified as a family subdivision, minor subdivision, or major subdivision under this chapter.
- (B) If the Subdivision Agent determines the proposed subdivision is a major subdivision, the subdivider shall provide three (3) copies of the sketch plan and any revisions to the Subdivision Agent.
- (C) ~~The Subdivision Agent shall review and provide comments within forty five (45) days of the date of the meeting the sketch plan was submitted.~~ If no comments are provided by the Subdivision Agent, the sketch plan is deemed reviewed and the subdivider may submit a preliminary plat.
- (D) Thereafter, no preliminary or final plat shall be approved by the Subdivision Agent unless the same shall substantially conform to the approved sketch plan, including all required modifications thereto, which may be required as a result of comments by the Subdivision Agent.

Sec. 19-3-3. Family subdivisions.

Any family subdivision shall comply with the following standards:

- (A) All lots created shall comply with Chapter 22 of this Code.
- (B) The property owner requesting a family subdivision shall have held fee simple title to the property to be subdivided for a period of three (3) years prior to the filing of the family subdivision application.**
- ~~(B)~~ (C) All lots must have a permanent access easement to a public road, not less than ~~twenty (20)~~ **fifty (50)** feet in width. Where practicable, all lots must use the same easement for access, and shall not have separate driveway entrances on the public road.
- (D) Structures must comply with the setback and frontage requirements of the underlying zoning district as measured from the edge of the permanent access easement.**

~~(E)~~ Only one (1) lot shall be created and conveyed to each eligible family member, as defined in Section 19-2-1. Prior to approval of the final plat, the subdivider shall provide to the Subdivision Agent an executed deed of conveyance to an eligible family member for each lot created. Included in such deed shall be a restriction preventing sale of such lot after dedication for a period of not less than three (3) years. The lot may be transferred prior to the conclusion of the three (3) year period, if the Subdivision Agent shall determine that there is a compelling need to convey such parcel and that the conveyance of such parcel shall not be for purposes of circumventing the review provisions of this chapter. *Compelling need* shall include, but shall not necessarily be limited to, (1) removal of the residence of the owner of such lot from the County when such lot is the residence of such owner; (2) sale by or at the request of a bona fide creditor pursuant to a deed of trust, action of trustee in bankruptcy or the order of a court of competent jurisdiction; and (3) death or physical or mental disability of the owner.

~~(F)~~ No lot created under this section shall be for the purpose of circumventing the minor or major subdivision provisions of this chapter.

(G) Property held by a trust may be divided as a family subdivision only if it meets the following requirements:

(1) The trust shall have held fee simple title to the property to be subdivided for a period of three (3) years prior to the filing of the family subdivision application;

(2) All trust beneficiaries must be eligible family members, as defined in Section 19-2-1;

(3) All trust beneficiaries must agree that the property should be subdivided;

(4) All purchasers or giftees of subdivided lots or parcels must be eligible family members of beneficiaries of the trust;

(5) All trust beneficiaries must agree to place a restrictive covenant on the subdivided property that prohibits a transfer of the property to a nonmember of the eligible family members for a period of fifteen (15) years;

(6) The subdivision shall comply with all other family subdivision requirements.

Sec. 19-3-6.2. Administrative review.

(A) The Subdivision Agent shall act on the any final plat within forty (40) days of acceptance for conformity to the approved preliminary plat and this chapter, and approval by all appropriate agencies. The Subdivision Agent shall forward any legal documents submitted pursuant to Section 19-6-4 of this chapter to the County Attorney for review and approval, and the County Attorney shall review such documents for compliance with applicable law. If the final plat and associated legal documents meet these criteria, the Subdivision Agent shall approve the final plat and return it to the subdivider. If they do not meet these criteria, the Subdivision Agent shall inform the subdivider in writing of

the reasons for disapproval and the changes required to obtain approval. Any resubmission of the plat shall be reviewed within thirty (30) ~~forty (40)~~ days.

ARTICLE 8. – REQUIRED IMPROVEMENTS

Sec. 19-8-1. Streets.

An adequate system of streets shall be constructed to provide access from all lots to the state highway system.

- (A) In any major subdivision, as defined herein, all streets shall be designed and constructed in conformance with the Virginia Department of Transportation's subdivision street requirements. Preliminary plans for all such streets shall have been approved by the Virginia Department of Transportation prior to approval of the preliminary plat.
- (B) Proposed street names shall be shown on the preliminary plat, and may be changed by the Subdivision Agent. Names of new streets shall not duplicate names of existing streets, irrespective of suffixes. Any street that is a continuation of an existing street shall bear the name of the existing street. The governing body may institute a fee in order to acquire and install all street identification signs. Where a street is planned for future extension, and a stub street serving three or more (≥ 3) lots is proposed for construction as part of a subdivision, a temporary turnaround shall be provided on such stub street. Such turnaround shall be of adequate location, size and design as determined by the Subdivision Agent. All stub streets shall be marked with a metal sign clearly providing public notice that the street is subject to future extension.
- (C) Any private road in a subdivision which will not be constructed to Virginia Department of Transportation standards, **including a family subdivision**, shall be located in a right-of-way or easement at least fifty (50) feet in width and shall be so designed and built as to provide adequate access by ordinary passenger vehicles in all weather, in accordance with the provisions of this section as set forth hereinafter. All lots that are within a subdivision which is served by any private road shall be prohibited from direct vehicular access from an existing public road by deed restriction or other means. Except in the case of lots intended, designed and used for attached single-family, two-family or multi-family dwellings or for commercial or industrial uses; ~~no lot served by a private road may be less than ten acres in area, and (1) no such private road shall serve more than five lots;~~ **(2) within rural preservation areas, no lot served by a private road may be less than ten (10) acres in area unless the lot meets the exception requirements in Sec. 19-3-1.1(A); (3) within rural residential areas, lots served by a private road shall meet the minimum zoned lot size for the underlying zoning district and leave a residue lot of no less than five (5) acres from the new subdivision; (4) and within community planning areas, lots served by a private road shall meet the minimum zoned lot size for the underlying zoning district.** The plat, and each deed, shall clearly state that the County and Commonwealth are not responsible for the maintenance of the roads. **For any newly established subdivision, including a family subdivision, a** ~~A~~ road maintenance agreement, approved by the County Attorney and the Subdivision Agent, shall be filed with the deeds of all lots to

be served by such private road. **For any preexisting subdivision that does not have an approved road maintenance agreement, if a new lot is created so that three (3) or more lots are served by the private road, a road maintenance agreement, approved by the County Attorney and the Subdivision Agent, shall then be filed with the deeds of all lots to be served by such private road.** Such agreement shall require the landowners, jointly and severally, to cooperate in and pay for the maintenance of the road such that emergency vehicles and other necessary traffic can reach all of the lots with reasonable ease. Each plat showing any such private road shall contain a certification from a registered surveyor or engineer in substantially the following form: "The private road shown on this plat will provide reasonable access to all lots served by such road by emergency vehicles and ordinary passenger vehicles as required by Section 19-8-1 of the Fluvanna County Code." Private roads shall conform to the following minimum specific construction standards:

Number of Lots	Right-of-Way Width	Minimum Width of Travelway	Surface Treatment	Minimum Ditchline	Maximum Grade
1-5	50 feet	20 14 feet	Gravel (#25 or #26), 3 inches in depth over suitable base	4 feet in width, with a minimum of 4% slope from the travelway and ditches a minimum of 18 inches in depth	9%

CHAPTER 22 – ZONING

ARTICLE 22. – DEFINITIONS

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

Parent tract: A separate lot, tract, or parcel of land conveyed by deed, devised by will, or passing pursuant to the laws of descent and distribution, the boundaries of which are shown by a plat or described by metes and bounds, and recorded in the Clerk's office of Fluvanna County, Virginia on or before April 16, 2025; for purposes of this definition, the Fluvanna County tax map may be used to identify parent tracts. If a parcel is divided into lots, **any division that splits the parcel and creates a lot or lots which are less than** ~~parcels or tracts all of which are greater than or equal to sixty (60) acres in area or all of which have~~ **less than** ~~greater than or equal to~~ 1,500 feet of frontage on a highway maintained by the Virginia Department of Transportation **shall be considered the first lot division of a parent tract for the purpose of subdivision.** ~~‡~~ **The date for determining the parent tract shall be the date of the recordation of that plat.**

ARTICLE 23. – SITE DEVELOPMENT PLANS

Sec. 22-23-8. Procedure.

Generally:

- (1) Sufficient copies of the proposed site plan, as required by the Director of Planning, shall be submitted to the Director of Planning.
- (2) All fees for site plans shall be as established by the Board of Supervisors and shall be paid in full before any site plan is accepted for review.
- (3) An applicant must submit a sketch plan for review and comment prior to filing a preliminary site plan.
- (4) No site plan shall be fully and finally approved unless it has sufficiently accurate dimensions and construction specifications to support the issuance of construction permits.

(A) Sketch Plan Required:

- (1) Prior to incurring significant cost to prepare a Minor or Major Site Plan, the applicant shall prepare a sketch plan as set forth below.
- (2) The applicant shall meet with the Director of Planning to review the sketch plan and receive comments from the County.
- (3) Sketch Plans can serve as Site Plans for developments involving expansion of an existing building or use, in which: 1) building expansion is less than 500 square feet; 2) the area of disturbance is less than 2,500 square feet; 3) the development has no additional external lighting; and 4) no more than four (4) additional parking spaces are constructed.
- (4) Associated with the review of this sketch plan, the Director of Planning may also require an on-site field inspection with the applicant or a representative at the applicant's choosing.
- (5) The sketch plan will convey the general concept of the proposed site development and shall only include the following:
 - (a) A general analysis of the site, showing existing slopes, drainageways, tree stands, site features and amenities to be preserved, conservation areas, historic features, and the like.
 - (b) Approximate location and size of the buildings.
 - (c) General points of access.
 - (d) General street, roadway, and parking layouts.
 - (e) Any exterior lighting.
- (6) Thereafter, no preliminary or final site development plan shall be approved by the Director of Planning unless the same shall substantially conform to the approved sketch plan, including all required modifications thereto which may be required as a result of comments by the planning commission.

(B) Minor Site Plans:

- (1) Site Plans for developments involving expansion of an existing building or use, in which the building expansion is less than 2,500 square feet and greater than 500

square feet and the area of disturbance is less than 10,000 but greater than 2,500 square feet are considered "Minor Site Plans".

- (2) The plan approval authority for Minor Site Plans is the Director of Planning.
 - (3) If approval of a feature or features of a site plan by a state agency or public authority authorized by state law is necessary, the Director of Planning shall forward the site plan to the appropriate agencies for review within five (5) business days of receipt of such plan, retaining sufficient copies for his own review.
 - (4) After the Director of Planning has deemed the application to be complete, he shall have thirty (30) days to circulate the plan to the relevant county departments for written comments. At the end of the thirty (30) day period, the site plan may be approved or returned to the applicant with a written report on why the site plan cannot be approved. If the Director of Planning takes no action by the end of the thirty (30) day period, the site plan shall be deemed approved.
 - (5) Minor site plans shall contain all the elements in Section 22-23-6 of this chapter.
- (C) Major Site Plans:
- (1) All site plans except those considered "Minor Site Plans" are considered "Major Site Plans."
 - (2) The Planning Director is the plan approving authority for Major Site Plans.
 - (3) If approval of a feature or features of a site plan by a state agency or public authority authorized by state law is necessary, the **Director of Planning** ~~Subdivision Agent~~ shall forward the site plan to the appropriate agencies for review within five (5) business days of receipt of such plan, retaining sufficient copies for his own review.
 - (4) After the Director of Planning ~~Subdivision Agent~~ has deemed the application to be complete, he shall have forty (40) days to circulate the plan to the relevant County departments for written comments. At the end of the forty (40) day period, the site plan may be approved or returned to the applicant with a written report on why the site plan cannot be approved. If the Director of Planning takes no action by the end of the forty (40) period, the site plan shall be deemed approved.
 - (5) Major site plans shall contain all the elements in Section 22-23-6 and Section 22-23-7 of this chapter.

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

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

TAB M

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors June 17, 2026 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday June 17, 2026, 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 17, 2026.				
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 17, 2026
Regular Meeting 6:00pm**

MEMBERS PRESENT: Tony O’Brien, Rivanna District, Chair
Timothy M. Hodge, Palmyra District, Vice Chair
Chris Fairchild, Cunningham District
Mike Goad, Fork Union District
John M. (Mike) Sheridan, Columbia District

ABSENT: None.

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

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

At 6:03pm, Chair O’Brien called to order the Regular Meeting of June 17, 2026. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- Mr. Dahl requested the addition of Fluvanna Review Certification and TJPDC Fluvanna Citizen Representative Position to New Business.

MOTION:	Accept the Agenda, for the June 17, 2026 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates

- Happy belated birthday to Mr. Fairchild – June 10th

Art in the Park and Groovin’ at the Grove

- Art in the Park kicked off its second season on June 13, featuring 28 craft vendors and 3 food trucks. The event welcomed approximately 400 visitors throughout the day. The next Art in the Park will be held on September 12.
- Groovin’ at the Grove held its second summer concert on June 13, featuring Cherry Red and drawing 325 attendees despite the extreme heat. Special thanks to Fluvanna Girls Softball League (FGSL) for operating the beer garden. The next concert is scheduled for July 11.

Volunteers Through Parks and Recreation

- The Carysbrook baseball field has been given new life with the painting of the concession stand and dugouts. This was completed by Brandon Shifflett with the help of Josh Meadows. The rehab took about 5 total days with power washing then painting. Cardinal Hall donated \$600 and Brandon Shifflett used \$400 of his own money for the paint. This has been completed in time for the upcoming tournament this weekend.

NEXT BOS MEETINGS

Day	Date	Time	Purpose	Location
Wed	Jul 1	5:00 PM	Regular Meeting	Circuit Court
Wed	Aug 5	5:00 PM	Regular Meeting	Circuit Court
Wed	Aug 19	6:00 PM	Regular Meeting	Circuit Court
Wed	Sep 2	5:00 PM	Regular Meeting	Circuit Court

5 - PUBLIC COMMENTS #1

At 6:07pm, Chair O’Brien opened the first round of Public Comments.

- Ray Bassi, 50 Smokewood Dr, commented on Tenaska’s water usage.
- James von Ottenritter, 2126 Nahor Manor Rd, thanked the Board of Supervisors for their help with VDOT mowing on his property.

Board of Supervisors Minutes

- Michelle Richard, 1830 Hunters Lodge Rd, commented on the current drought and Tenaska’s water usage.
- Jennifer Ruffner, 11 Zephyr Rd, commented on the current drought and Tenaska’s water usage.
- Ashley Crocker, 442 Justin Dr, commented on the current drought and Tenaska’s water usage.
- Larry Edgerton, 581 Country Creek Way, commented on Tenaska’s water usage.
- Sarah Hernandez, 3872 Branch Rd, commented on the current drought and Tenaska’s water usage.
- Carter Harris, 9 Pine Knoll Cir, commented on the current drought and Tenaska’s water usage.
- Kalya Campbell, 1972 Sclaters Ford Rd, commented on Tenaska’s water usage.
- Rachel Campbell, 2711 Heaton Rd, commented on Tenaska’s water usage.

With no one else wishing to speak, Chair O’Brien closed the first round of Public Comments at 6:32pm.

6 – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/REAPPT	BEGINS TERM	ENDS TERM
Agricultural/Forestal Advisory Committee (Landowner Position) Agricultural/Forestal Advisory Committee (Landowner Position)	Woody Fincham Nicholas Gianakos		Appt Appt	7/1/2026	6/30/2030
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
Agricultural/Forestal Advisory Committee (Land Use Position) Agricultural/Forestal Advisory Committee (Land Use Position)	Andrew Pullen Suzy Morris		Appt Appt	7/1/2026	6/30/2029
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	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
Board of Building Code Appeals (At-Large) Board of Building Code Appeals (At-Large) Board of Building Code Appeals (At-Large)	Robert Schwagerl (I) Nicholas Gianakos William Daniel Rafaly		Reappt Appt Appt	6/17/2026	10/31/2028
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Board of Supervisors Minutes

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
Planning Commission (Columbia)	Ryant L. Washington		Appt	7/1/2026	6/30/2030
Planning Commission (Rivanna)	Robert Dorsey (I)		Reappt	7/1/2026	6/30/2030
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	No	No	Yes	Yes	Yes
RESULT:	3-2				

7 – PRESENTATIONS

Amendments to the Fluvanna County Code, amending Chapter 15.2 (Noise Ordinance) as recommended by the Planning Commission – Dan Whitten, County Attorney; Todd Fortune, Director of Planning

Noise Regulations

- Noise regulations are covered in the Fluvanna County Code in § 15.2 – Noise Control.
 - The Noise Ordinance regulates, among other things:
 - ◆ Prohibited noises and acts.
 - ◆ Exempt sounds.
 - ◆ Processes for complaints, violations, and penalties.
 - The Fluvanna County Sheriff’s Office is the designated agent for enforcement of the Noise Ordinance (per § 15.2-2).
 - ◆ The Sheriff’s Office may be assisted as needed by the Planning and Zoning Department, Public Works Department, and “other officers and employees of the County.”
- Since § 15.2 is outside of the Zoning and Subdivision Ordinance, it is under the purview of the Board of Supervisors.
 - Consequently, any change to this section of the Code would need to be initiated by the Board
- At its regular meeting on February 18, 2026, the Board directed the Commission to review the Noise Ordinance and make recommendations for changes to the Board by June 30, 2026.
- Subsequently, the Commission has reviewed the Noise Ordinance and discussed possible changes.
- Suggested changes were reviewed by the Commission at its meeting on June 9, 2026. The Commission voted to recommend these changes to the Board.

Recommended Changes

- Recommended changes include:
 - Purpose and Intent updates to highlight concerns regarding the negative health impacts of inadequate sound control.
 - Clarification that, in addition to enforcement by law enforcement officers, any citizen may make a complaint before a magistrate regarding violations of this ordinance.
 - Definitional updates to capture modern sound measurement terminology, including *A-weighted decibel, dBA, impulse sound, and Lmax*, as well as to provide clear definitions for *daytime* and *nighttime*.
 - The addition of maximum sound level regulations for Business and Industrial zones based on daytime and nighttime dBA with additional consideration for impulse sounds, as well as measurement procedures to capture any violations.
 - Updates to prohibited acts for Agricultural and Residential Zones, including slight changes to times of prohibitions, the addition of a prohibition against animal noises, and changes to improve clarity regarding sound production devices and firearms.
 - Updates regarding exempted sounds to create consistency between exemption hours and to create an exemption for parades, fireworks, and similar official events of the Lake Monticello Owners’ Association.
 - Updates to the penalty for any violations of the noise regulations to provide the option for both criminal enforcement or civil penalty. However, in accordance with the Virginia Code a civil penalty can’t apply to noise generated on industrial property.

Amendments to the Fluvanna County Code to Enforce No Parking Zones – Dan Whitten, County Attorney
Request for an Ordinance

- The Sheriff’s Office has had issues with individuals parking in subdivisions where “no parking” signs are posted.
- Such “no parking” signs are located at intersections, in cul-de-sacs, and along curves in such subdivisions as Colonial Circle and Village Oaks.
- Currently, there is no enforcement mechanism in the County Code for “no parking” signs.

Proposed ordinance language

Board of Supervisors Minutes

- The County Administrator would have authority to install “no parking” signs on County-owned property and on roads that are not interstates or arterial highways.
- The County Administrator would also have authority install handicap parking signs and no parking signs in a fire lane.
- Any law enforcement officer in the Sheriff’s Office would have the authority to enforce the parking regulations.
- There would be a civil fine of up to \$250.00

Proposed ordinance language

- Parking citation penalties would be collected by the Treasurer’s Office.
- The Treasurer’s Office would work with the County Attorney’s Office to issue summons for delinquent parking citations.
- *After some discussion, the Board requested the removal of animal sounds from the noise ordinance.*

8 - ACTION MATTERS

Water Agreement between County of Fluvanna and Louisa County Water Authority – Dan Whitten, County Attorney; Eric Dahl, County Administrator

- Louisa County Water Authority (“LCWA”) approached Fluvanna County regarding purchasing bulk water.
- LCWA desires to purchase up to 25,000 gallons per day with the optional of an additional 10,000 gallons per day at the same rate paid by other customers of the County water and sewer system. The County will read the meter on a monthly basis and shall bill on the same schedule as other users.
- Such purchase will not affect other users on the County water and sewer system since there is excess water capacity. months written notice.
- The County has the option to reduce the allocated capacity of 25,000 gallons per day with 6 months written notice.
- The County has the option to reduce the optional capacity of 10,000 gallons per day with 3 months written notice.
- The County can reduce the capacity if there are additional users on the system.
- The term of this agreement is two years unless terminated by either party with six

MOTION:	Approve the Water Agreement between County of Fluvanna and Louisa County Water Authority and authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise for Public Hearing for Deed of Ingress/Egress Easement – Dan Whitten, County Attorney

- Christopher and Victoria Moore are the owners of tax map number 21-A-4C which is located off Hollands Road in the Columbia election district.
- The owners have requested to utilize a public right of way dedicated to the County in 1975.
- The access/egress easement would give the owner access to their property to build a dwelling.
- The right of way has never been maintained by the County and only exists on paper. The right of way is not in the VDOT system.
- The owners would be responsible for constructing the road through the easement area and maintaining the road.
- Virginia Code § 15.2-1800 requires a locality to hold a public hearing before disposition of property is undertaken.
- If authorized, the public hearing would take place on July 1, 2026.

MOTION:	Approve the advertisement of a public hearing on July 1, 2026 for consideration of the approval of a Deed of Ingress/Egress Easement with Christopher and Victoria Moore.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

9 - PUBLIC HEARING

None.

Board of Supervisors Minutes

10 - CONSENT AGENDA

The following items were discussed before approval:

- H - Budget Transfer for Unclaimed Body Charges – Tori Melton, Finance Director
- L - CRMF - Pleasant Grove House Window Repair – William F. Barber, Asst. Director of Public Works

The following items were approved under the Consent Agenda for June 17, 2026:

- *Minutes of June 3, 2026* – Caitlin Solis, Clerk to the Board
- *Environmental Monitoring and Reporting Services for County Landfill* – Dan Whitten, County Attorney
- *Budget Transfer for Unclaimed Body Charges* – Tori Melton, Finance Director
- *FY26 Additional Library State Aid Supplemental Appropriation* – Theresa McAllister, Management Analyst II
- *CRMF - Fork Union Fire Building Improvements – Paint* – William F. Barber, Asst. Director of Public Works
- *CRMF - Fork Union Fire Building Improvements – Water* – William F. Barber, Asst. Director of Public Works
- *CRMF - Pleasant Grove House Window Repair* – William F. Barber, Asst. Director of Public Works

MOTION:	Approve the consent agenda, for the June 17, 2026 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

Tenaska Water Use – The Board discussed Tenaska’s water use during construction, and requested getting the well water use for construction excluded in writing. The Board also requested having the wells in the area tested before and during construction to ensure the quality of the neighboring well water.

The conversation expanded to current drought conditions and overall water usage throughout the county. Staff will bring a presentation on water management and regulations in the area back at a later date.

12 - NEW BUSINESS

Fluvanna Review Certification – The Fluvanna Review certification as the paper of record for Fluvanna County has expired, and the County now has to advertise in the Daily Progress until the certification is restored. Board directed staff to advertise the public hearings in both the Fluvanna review and the Daily Progress for the next 90 days.

TJPDC Fluvanna Citizen Representative Position – Keith Smith has resigned from the TJPDC Board after serving for 15 years. Mr. Dahl asked of the Board would like to appoint a Board of Supervisor to the vacancy or appoint another citizen rep. Mr. Sheridan made a motion to appoint Mr. Hodge to the position, Mr. Goad seconded the motion and Mr. Hodge abstained from the motion. The motion passed 4-0-1.

13 - PUBLIC COMMENTS #2

At 8:23pm, Chair O’Brien opened the second round of Public Comments.

- Ray Bassi, 50 Smokewwod Dr, commented on Tenaska water use.
- Ron Barche, 204 Ponderosa Ct, commented on Tenaska water use.
- Ashley Crocker, 442 Justin Dr, commented on the Columbia Planning Commission appointment, and the policy requiring speakers to disclose their address during public comments.
- Angus Murdoch, 417 Loughton Ln, commented on water concerns and drought.

With no one else wishing to speak, Chair O’Brien closed the second round of Public Comments at 8:40pm.

RECESS FOR CLOSED SESSION

14 - CLOSED MEETING

MOTION:	At 8:43pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Attorney performance evaluation, County Administrator performance evaluation; Litigation – Wheaton, Noggle and Whitmore v. Fluvanna County Board of Supervisors, Gate Plaza LLC v. Fluvanna County Board of Supervisors; and Legal Matters – Discussion of FSPCA operations, Organizational Efficiency Study.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 9:39 pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

15 - ADJOURN

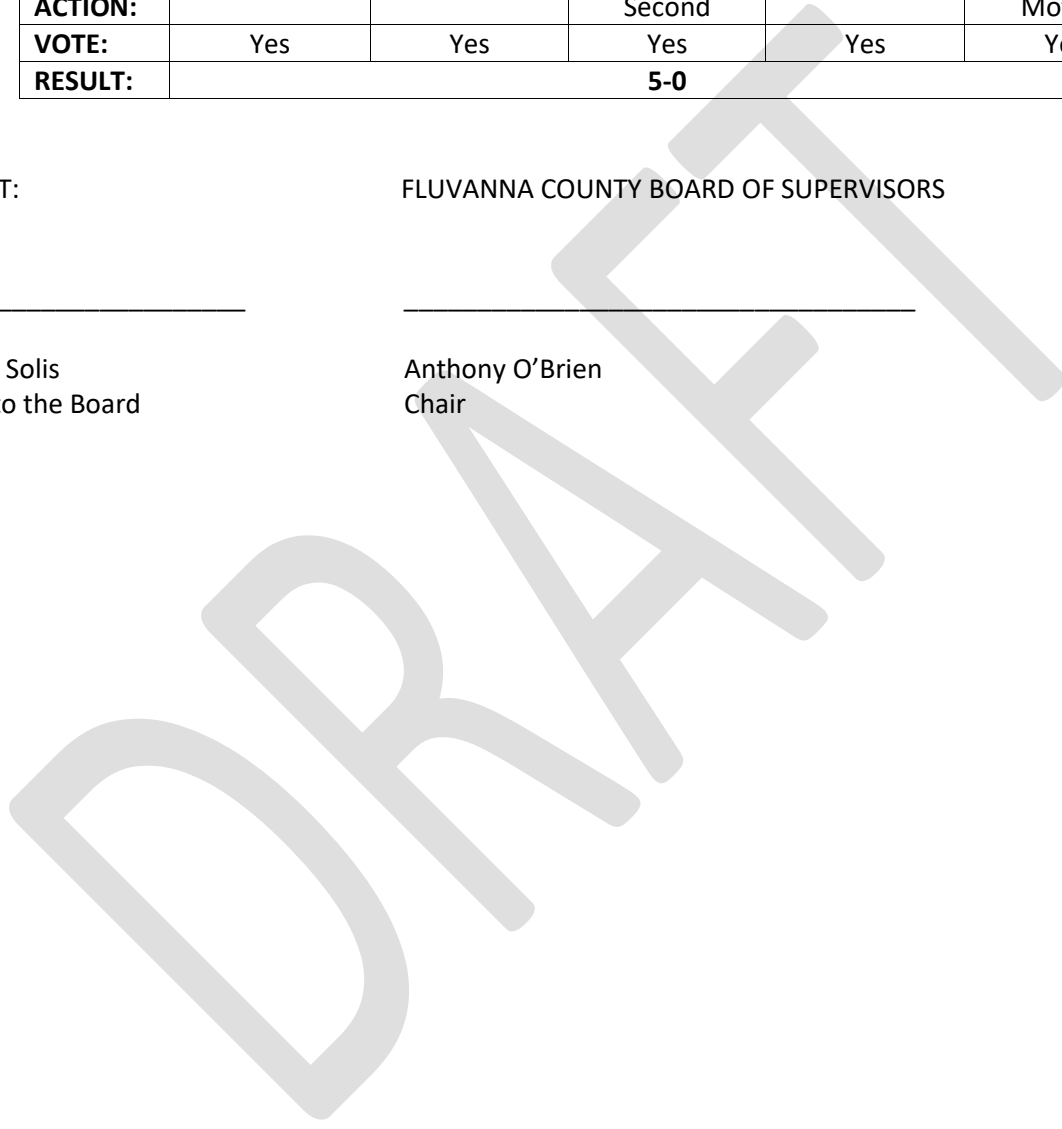
MOTION:	Adjourn the regular meeting of Wednesday, June 17, 2026 at 9:39pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Anthony O’Brien
Chair



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

TAB N

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	FY27 Fluvanna Recovery Court Memorandum of Agreement				
MOTION(s):	I move the Board of Supervisors Approve the Memorandum of Agreement with Offender Aid and Restoration Regarding Administration of the Fluvanna Recovery Court Grant, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
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				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The Memorandum of Agreement will reflect responsibility for provide funding and services for the operation and administration of the Fluvanna Recovery Court. The County will serve as the fiscal agent with respect to state funding allocated for the Recovery Court and to provide certain other assistance to facilitate the staffing and continued funding of the Recovery Court.				
FISCAL IMPACT:	State funding for the Recovery Court (total grant amount: \$75,000) shall be received by Fluvanna County as the fiscal agent, and administered to Offender Aid and Restoration (OAR).				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	M/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Memorandum of Agreement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

MEMORANDUM OF AGREEMENT

Regarding Administration of the Fluvanna Recovery Court
Pursuant to OES, Grant Period July 1, 2026-June 30, 2027

THIS AGREEMENT is entered into this **1st** day of **July, 2026** by and between the County of Fluvanna, VA, a political subdivision of the Commonwealth of Virginia (hereinafter “County”), and Offender Aid and Restoration (hereinafter “OAR”) to provide funding and services for the operation and administration of the Fluvanna Recovery Court.

WHEREAS, the parties hereto desire to facilitate funding and staffing of the Recovery Court, which is administered by OAR; and

WHEREAS, the Supreme Court of Virginia, Office of the Executive Secretary (hereinafter “OES”) is willing to provide funding through grant period **July 1, 2026-June 30, 2027** for the services being provided to persons through the Recovery Court; and

WHEREAS, the administrators of the Recovery Court desire for the County to serve as their fiscal agent with respect to state funding allocated for the Recovery Court and to provide certain other assistance to facilitate the staffing and continued funding of the Recovery Court;
NOW, THEREFORE,

WITNESS:

In consideration of the mutual premises set forth within this Memorandum of Agreement, the undersigned parties do hereby set forth their agreement as follows:

1. Term. The term of this Agreement shall be for one fiscal year, commencing on **July 1, 2026** (hereinafter “Commencement Date”) and continuing through **June 30, 2027**.
2. Appropriations. This Agreement, and each party’s obligations hereunder, is expressly made contingent upon the availability and appropriation of public funds to support performance of the Agreement.
3. Funding Provided by OES. The parties acknowledge and understand that state funding for the Recovery Court (total grant amount: \$75,000) shall be received by the County and administered by the parties as follows:
 - a. Funding for the Recovery Court, through general fund appropriation(s) made to OES, shall be provided as follows: (i) for OAR, an amount not less than \$75,000 per fiscal year, payable to the County, as fiscal agent for the Recovery Court, in quarterly installments. Requests for the County according to the OES shall submit funds to OES approved schedule. Quarterly reimbursements are to be received by the County and disbursed to OAR. Invoices from OAR are due to the County by the 10th of each month or the following Monday if the 10th falls on a weekend.

- b. Recovery Court Services. This contract shall implement the conditions of the Statement of Grant Award and the Statement of Grant Award Special Conditions for OES grant period **July 1, 2026-June 30, 2027**. This contract may remain in effect beyond the specified term, provided OES grant funds are available in subsequent fiscal years and provided the contract is not terminated by one of the parties as outlined in paragraph 7 of this Memorandum of Agreement.
 - c. Designation of Fiscal Agent. OAR specifically and expressly designates the County as their fiscal agent for receipt, administration and disbursement of the funding, which is the subject of this Agreement.
4. Obligations of Recovery Court. Both parties to this Agreement agree to cooperate fully with the other party to ensure that the conditions attached to and made a part of the grant award for OES grant period **July 1, 2026-June 30, 2027** are complied with in the administration of the Recovery Court. The parties to this agreement shall together be responsible for timely preparation and completion of all reports required by the grant conditions; upon request by a party preparing any such report(s), the other party shall provide necessary statistical, budgetary, financial or other information necessary to complete a required report.
5. Obligations of the County. The County shall provide the following:
 - a. Fiscal Agent services, to receive, to disburse to OAR, and to account for funds received from OES for the operation and administration of the Recovery Court, in accordance with this Agreement;
 - b. Documentation and follow-up, regarding funds received from OES, as required by OES and the administrators of the Recovery Court;
 - c. Cooperation with Recovery Court staff and administrators in connection with the preparation of quarterly fiscal reports on expenditures and quarterly financial requests for funding;
6. Notice and Other Communications. Any notice, report, request, correspondence or other communication(s) required or provided in connection with this Agreement shall be in writing and shall be deemed given when actually received by the addressee. Notices to the County shall be addressed as follows: Attention: Eric Dahl, County Administrator, 132 Main Street, Palmyra, VA. Fax: 434-591-1931. All correspondence or other communications shall be cc'd to Victoria Melton, Director of Finance at the same address as above.
7. Termination of Agreement. Either party may terminate this Agreement at any time, for its convenience and/or for lack of available or appropriated funding, by giving thirty (30) days advance written notice to the other.
8. No Discrimination. Each party hereto agrees that in the provision of services contemplated by this Agreement, it will not discriminate on the basis of race, religion, color, sex, handicap, national origin, or any other basis prohibited by law. Further,

during the performance of this contract, each party agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the party. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of a party hereto, the party will state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

9. Drug Free Workplace. During performance of this contract, each party agrees as follows: (i) to provide a drug-free workplace for the party's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the party's workplace, specifying the actions that will be taken against employees for violations of such prohibition; and (iii) to state in all solicitations or advertisements for employees placed by or on behalf of the party that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance by a party of services in connection with this Agreement, where employees at such sites are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana.
10. Entire Agreement. This document sets forth the complete understanding of the parties hereto.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement:

County of Fluvanna:

By: _____

Title: _____

Offender Aid and Restoration of Charlottesville-Albemarle, Inc.

By: _____

Title: _____

Approved as to form:

Fluvanna County Attorney

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

TAB O

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	Project Agreement for Elevated Storage Tank Hypochlorite Feed System As-Built				
MOTION(s):	I move the Board of Supervisors approve Project Agreement 10 with Dewberry Engineers, Inc. for professional engineering services 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:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Bobby Popowicz, Director of Public Utilities; Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approval of the Project Agreement and transfer of funds				
TIMING:	Normal				
DISCUSSION:	<ul style="list-style-type: none"> The County has installed a sodium hypochlorite feed system to boost chlorine residual in the Zion Crossroads EST. The Virginia Department of Health (VDH) requested documentation of the system via as-built drawings. The cost of this design project is \$3,200; no additional funding is required. The scope of work in this Project Agreement should be completed within 30 days. 				
FISCAL IMPACT:					
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Project Agreement #10 Proposal for Professional Engineering Services for Zion Crossroads EST Hypochlorite Feed System As-Built 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X



Dewberry Engineers Inc. | 804.290.7957
4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
Glen Allen, VA 23060 | www.dewberry.com

February 17, 2026

Mr. Eric Dahl
County Administrator
County of Fluvanna
132 Main St.
Palmyra, Va 22963

**RE: Proposal for Professional Engineering Services
Zion Crossroads Elevated Storage Tank Hypochlorite Feed System As-Built**

Dear Mr. Dahl:

Per your request, Dewberry Engineers Inc. (Dewberry) is pleased to present this proposal to Fluvanna County (County) to provide professional engineering services to develop as-built drawings for the Zion Crossroads Elevated Storage Tank (EST) Hypochlorite Feed System. All work under this proposal will be performed in accordance with the terms and conditions of our Contract for On-Call Engineering Services with Fluvanna County.

PROJECT UNDERSTANDING

The County has installed a sodium hypochlorite feed system to boost chlorine residual in the Zion Crossroads EST. The Virginia Department of Health (VDH) requested documentation of the system via as-built drawings. The system includes a 55-gallon drum of 12.5% sodium hypochlorite and peristaltic chemical feed pump that discharges into the EST riser pipe.

SCOPE OF WORK

Dewberry will complete the following services under this task order:

1. Coordinate with VDH, develop draft as-built CAD drawings and deliver PDF to the County and VDH. The as-built drawings will include drawing of sodium hypochlorite system, diagram of feed system, and summary of equipment.
2. Address one (1) round of comments from VDH and resubmit final as-built drawings to VDH.

SCHEDULE

Dewberry proposes to complete the above scope of work within 30 days of notice to proceed.

FEE

Dewberry will provide the professional engineering services outlined in this proposal for lump sum fee of **\$3,200.00**. Refer to the Work Breakdown and Cost Estimate for more detail regarding the fee estimate.

ASSUMPTIONS

1. Dewberry will utilize existing as-builts previously developed by Dewberry for the County.

Mr. Eric Dahl
Proposal for Professional Engineering Services
ZXR EST Hypochlorite Feed System As-Builts
February 17, 2026

2. A site visit is excluded.
3. The County will provide information on chemical feed system equipment.
4. Design and evaluation of water treatment processes are not included.
5. Survey of as-built equipment is not included.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or require additional information, please feel free to contact us.

Sincerely,
Dewberry Engineers Inc.



Danylo A. Villhauer, P.E.
Vice President, Business Unit Manager

Attachments: Work Breakdown Structure and Cost Estimate

Fluvanna County								
ZXR EST Hypochlorite Feed System As-Builts								
Work Breakdown Structure and Cost Estimate								
		QA/QC (Engineer VII)	Project Manager (Engineer VI)	Process Engineer (Engineer V)	Project Engineer (Engineer III)	Subs (+10% markup)	Other Direct Costs	Totals
	Task/Subtask	\$ 240.00	\$ 220.00	\$ 160.00	\$ 155.00			
	ZXR EST Hypochlorite Feed System As-Builts							
1	Coordinate with VDH and develop draft as-builts	1	4		8			13
2	Final as-builts		1		4			5
	Subtotal Hours	1	5	0	12			18
	Subtotal Cost	\$ 240.00	\$ 1,100.00	\$ -	\$ 1,860.00	\$0	\$0	
TOTAL								\$ 3,200.00

**PROJECT AGREEMENT # 10
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES**

Zion Crossroads Elevated Storage Tank (EST) Hypochlorite Feed System As-Built Drawings

This Project Agreement #10 (the Project Agreement") made this ___ day of _____, 2026 between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 19th day of January, 2024 (including all exhibits, and as modified by any amendments or addendums thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Consultant as services are needed;

Whereas, the Consultant submitted a proposal letter dated February 17, 2026 entitled "Proposal for Professional Engineering Services for Zion Crossroads Elevated Storage Tank Hypochlorite Feed System As-Built" (the "Proposal") which is attached hereto as **Exhibit 1** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described in the "Scope of Services" section which are generally described therein as:

- The purpose of this Task Order will be to provide engineering services to develop as-built drawings for the Zion Crossroads Elevated Storage Tank (EST) Hypochlorite Feed System.

Now therefore, for good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby, that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement, the Proposal, and the Agreement.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Bobby Popowicz
Director of Public Utilities
132 Main Street
Palmyra, VA 22963

Phone: (434) 591-1925 Ext. 1051
 E-mail: rpopowicz@fluvannacounty.org

Billing inquiries should be directed to Linda Mills, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- i. This Project Agreement;
- ii. Exhibit 1 hereto;
- iii. The Agreement including exhibits thereto; and
- iv. The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Document will control. In other words, (i) shall control over (ii) to (iv) above, and (ii) shall control over (iii) and (iv) and so forth.

ARTICLE IV: FEES

The Consultant shall receive up to a not-to-exceed total of THREE THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$3,200.00) based on actual time worked; and which shall be payable by the County MONTHLY based on actual time worked upon Final Completion of the Services.

The flat fee is a not-to exceed amount. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein. The Consultant shall submit invoices to the County monthly for services actually rendered on each subtask and upon final completion. The invoice shall describe the services rendered to date with specificity. The Consultant will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County in the County's sole discretion ("Final Completion"). No invoice may be provided by the Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees invoiced or due under this Project Agreement exceed \$3,200.00 total.

Notwithstanding anything to the contrary contained in the Proposal, the Consultant shall be paid the lower of the hourly rate for the title/type of person actually performing the work set forth in the Proposal hereto or the hourly rate set forth in Exhibit 3 to the Agreement (being that Term Contract between County and Architect/Engineer for Professional Services dated January 19, 2024); up to the not-to-exceed fees for the Task Order Services set forth in this Project Agreement. For clarification, the rate charged for a "Project Manager" would only apply if that person was at minimum an "Engineer VI"; and so forth consistent with or less than the rates as set forth in the Agreement. The County shall be billed for increments of an hour based on Consultant's standard procedure except as otherwise required by the Agreement.

The fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion. In any event such Services and work on this Task Order must be completed to the sole satisfaction of the County with thirty days (30) after the Notice to Proceed is issued, time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1931

Consultant:

Dewberry Engineers Inc.
ATTN: Richard Kincheloe
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 823-6980
Facsimile: (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

[Signature page to follow.]

In witness whereof the undersigned duly authorized representatives have executed this Project Agreement on the dates set forth beside their respective signatures.

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County:

By: _____
Name: Richard Kincheloe
Title: Associate Vice President

Date: _____

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

Approved as to form:

By: _____
Fluvanna County Attorney

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

TAB P

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	5th Amendment to Software as a Service Agreement with Tyler Technologies				
MOTION(s):	I move the Board of Supervisors approve the 5th Amendment to Software as a Service Agreement with Tyler Technologies 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:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approval of the Project Agreement				
TIMING:	Normal				
DISCUSSION:	<ul style="list-style-type: none"> • Tyler Technologies will provide the business license module for a one time fee of \$10,920 and an annual fee of \$2,652. • Tyler Technologies will provide the resident access module for a one time fee of \$6,200 and an annual fee of \$1,986. • The software will be available within 30 days of the effective date of the amendment. 				
FISCAL IMPACT:	One time fee of \$17,120 and annual fee of \$4,638.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> • 5th Amendment to Software as a Service Agreement with Tyler Technologies 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

5th AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT

This 5th Amendment (together with all exhibits and attachments hereto, the "5th Amendment") to Software as a Service Agreement is made this _____ day of _____ 2026 (the Amendment Effective Date") by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096, a Delaware corporation authorized to transact business in Virginia ("Tyler" or "Contractor") and Fluvanna County, a political subdivision of the Commonwealth of Virginia, with offices at 132 Main Street, Palmyra, Virginia 22963 ("Client" or "County"). The County and the Contractor are referred to herein as the "Parties," or each as a "Party."

WHEREAS, Tyler and the County are Parties to an agreement dated June 9, 2010 (the "Original Agreement"), heretofore amended by that Addendum and Amendment dated May 22, 2014 (the "1st Amendment"), that Addendum and Amendment dated December 21, 2016 (the "2nd Amendment"), that 3rd Amendment to Software as a Service Agreement dated July 6, 2022 (the "3rd Amendment"), and that 4th Amendment to Software as a Service Agreement dated October 11, 2023 (the "4th Amendment") (collectively the Original Agreement, the 1st Amendment, 2nd Amendment, 3rd Amendment, 4th Amendment and this 5th Amendment are referred to herein as the "Agreement"); and

WHEREAS, pursuant to this 5th Amendment, the County desires to add and Tyler agrees to provide a Business License Module and a Resident Access Module (the "Additional Services").

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

1. **PURPOSE:** The County wishes to modify and amend the Agreement for Tyler to perform certain Additional Services and Tyler wishes to add these services being described as the Business License (**Exhibit 1**) and Resident Access (**Exhibit 2**) modules.
2. **INVOICING AND TERM:** In addition to any other rights, the County may elect not to renew the Additional Services, but continue other services under the Agreement. If the Additional Services are not renewed, then the fee for that service shall no longer be charged by Tyler to the County and the County shall have no obligations to pay for any fees related to such services not renewed. See also the provisions of the Agreement and exhibits thereto related to termination by the County which are also applicable to this 5th Amendment.
 - a. **Fees for Additional Services.**
 - **Business License Module:** Consistent with the Proposal under Revenue Management, Tyler shall be paid for the term of this module a one-time payment of TEN THOUSAND NINE HUNDRED TWENTY (\$10,920.00) with recurring yearly fees of TWO THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND NO/100 (\$2,652.00) for the Services, more specifically described in the Proposal attached as Exhibit 1.

- **Resident Access Module:** Consistent with the Proposal under Civic Services, Tyler shall be paid for the term of this module a one-time payment of SIX THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$6,200.00) with recurring yearly fees of ONE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS AND NO/100 (\$1,986.00) for the Services being more specifically described in the Proposal attached as Exhibit 2.
- b. Tyler will make the software available for both the Business License Module and a Resident Access Module within thirty (30) days of the Amendment Effective Date.
3. **VIRGINIA PUBLIC BODY SPECIFIC:** Nothing contained in this 5th Amendment or any exhibit or attachment hereto shall be a waiver of the County's sovereign immunity.
4. **OTHER TERMS:** Whenever possible the terms of this 5th Amendment and all exhibits and attachments hereto shall be read together. However, if the terms of this 5th Amendment and any exhibit or attachment hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) this 5th Amendment; and (2) Exhibits 1 and 2. The headings of the sections of this 5th Amendment are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number may extend and be applied to one person or thing, as well as to several persons or things. This 5th Amendment may be executed in duplicate originals, any of which shall be equally authentic. Except as specifically modified hereby, this 5th Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Contractor:
Tyler Technologies, Inc.

Customer:
**County of Fluvanna, a political subdivision of
the Commonwealth of Virginia**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

EXHIBITS:

- Exhibit 1 – Business License Module
- Exhibit 2 – Resident Access Module



Quoted By: Steve Simmons
 Quote Expiration: 07/12/26
 Quote Name: Fluvanna County - ERP - Business License

SaaS Term 1.00

Sales Quotation For:
 FLUVANNA COUNTY, VA
 LAUREN SHERIDAN
 PO BOX 124
 PALMYRA VA 22963-0124

Shipping Address:
 Fluvanna County
 PO Box 540
 132 Main Street
 Palmyra VA 22963-1001

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Revenue Management Business Licenses	1	56	\$ 2,652.00
TOTAL		56	\$ 2,652.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Forms Library - Business License	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00	\$ 0.00
Project Management	8	\$ 155.00	\$ 0.00	\$ 1,240.00	\$ 0.00
Remote Implementation	56	\$ 155.00	\$ 0.00	\$ 8,680.00	\$ 0.00
TOTAL				\$ 10,920.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 2,652.00
Total Tyler Services	\$ 10,920.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 10,920.00	\$ 2,652.00

Client’s purchase of the items listed above is subject to the Comments below
 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available

for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

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

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Business license library includes: standard business license and standard renewal application.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Quoted By: Steve Simmons
 Quote Expiration: 07/20/26
 Quote Name: Fluvanna County - ERP - Resident Access Configuration

SaaS Term 1.00

Sales Quotation For:
 Fluvanna County, Va
 Lauren Sheridan
 Po Box 124
 Palmyra VA 22963-0124

Shipping Address:
 Fluvanna County
 PO Box 540
 132 Main Street
 Palmyra VA 22963-1001

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Resident Access Migration	1	32	\$ 1,986.00
Sub-Total:			\$ 1,986.00
<i>Less Discount:</i>			<i>\$ 1,986.00</i>
TOTAL			\$ 0.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	\$ 155.00	\$ 0.00	\$ 1,240.00	\$ 0.00
Remote Implementation	32	\$ 155.00	\$ 0.00	\$ 4,960.00	\$ 0.00
TOTAL				\$ 6,200.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 6,200.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 6,200.00	\$ 0.00

Client’s purchase of the items listed above is subject to the Comments below
 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Imp. Hours	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services				
Resident Access Migration	32	\$ 1,986.00	\$ 1,986.00	\$ 0.00
TOTAL	32	\$ 1,986.00	\$ 1,986.00	\$ 0.00

Comments

2026-588875-Q3T1R2

CONFIDENTIAL

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

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

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

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

New Access maintenance to take affect at next support renewal

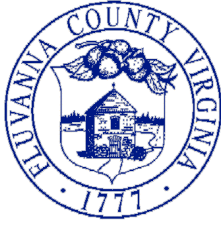
**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB Q

MEETING DATE:	July 1, 2026				
AGENDA TITLE:	FY26 Additional Library State Aid Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve an updated supplemental appropriation of \$231.93 to the FY26 Library State Aid budget for funds received from the Commonwealth of Virginia.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Hoffman, Library Director Theresa McAllister, Management Analyst II				
PRESENTER(S):	Theresa McAllister, Management Analyst II				
RECOMMENDATION:	I recommend approval of the motion as stated above				
TIMING:	Routine				
DISCUSSION:	The County received notification that the Virginia General Assembly has approved additional State aid funding for Libraries. This is due to the loss and subsequent reallocation of another public library's state aid appropriation. The adopted budget amount for FY26 totaled \$180,333, that was revised to \$210,333, which is \$231.93 less than the revised State amount of \$210,564.93.				
FISCAL IMPACT:	Approval will allow finance to increase FY26 revenues and expenditures by \$231.93. FY26 Library State Aid will be increased from \$210,333 to \$210,564.93.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY26 State Aid to Localities & FY26 State Aid Final				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**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
<input type="checkbox"/>	ARPA Fund Balance Memo
<input type="checkbox"/>	The Board of Supervisors Work Plan



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

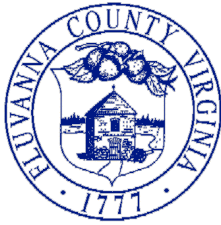
BOS2026-07-01 p.159/171
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: July 01, 2026
From: Theresa McAllister – Management Analyst II
To: Board of Supervisors
Subject: FY26 BOS Contingency Balance

The FY26 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Less: Transfer to BOS Professional Services Budget – 10.15.25	-\$22,500
Less: Operational Medical Director (OMD) Agreement – 10.15.25	-\$24,000
Less: Tenaska Traffic Study – 10.15.25	-\$60,000
Less: Board of Supervisors Pay Increase – 06.18.25	-\$7,764
Less: County Attorney Legal Fees Tenaska Special Permit – 04.15.26	-\$19,580
Less: BOS Consult Fees Tenaska Special Permit – 04.15.26	-\$5,300
Less: Unclaimed Body – 06.17.26	-\$1,800
Available:	\$9,056



COUNTY OF FLUVANNA

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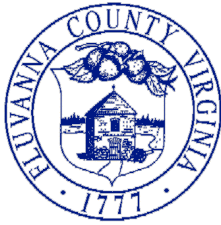
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: July 01, 2026
From: Theresa McAllister – Management Analyst II
To: Board of Supervisors
Subject: FY27 BOS Contingency Balance

The FY27 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$155,000
Available:	\$155,000



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MEMORANDUM

Date: July 1, 2026
From: Theresa McAllister – Management Analyst II
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
Less: FUF D Receptacles to Light Poles – 10.01.25	-\$6,500
Less: Carysbrook Softball Field Lights – 10.15.25	-\$3,950
Less: Fire Rescue Door Repairs – 11.05.25	-\$6,580
Less: Migration to M365 Government Cloud – 11.05.25	-\$63,269.60
Less: PG P&R Extend Power – 11.05.25	-\$15,805
Less: Courts Boiler Replacement – 01.07.26	-\$26,000
Less: Rescue 1 Add'l Counter Space – 01.07.26	-\$5,500
Less: PG House Stair & Railing Replacement – 01.21.26	-\$8,170
Less: Tree Removal & Pruning – 01.21.26	-\$14,905
Less: 2026 County Expenses from Winter Storm Fern – 04.01.26	-\$38,505
Less: ADA Walkway to Inclusive Playground – 04.01.26	-\$6,031.68
Less: Abate & Demo PG Caretaker House – 04.15.26	-\$28,200
Less: FU Fire Building Improvements – Paint – 06.17.26	-\$3,514
Less: FU Fire Building Improvements – Water – 06.17.26	-\$15,795.71
Less: Pleasant Grove House Window Repair – 06.17.26	-\$15,413.23

FY26 Available:	\$534,525.21
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Schools Capital Reserve:

FY25 Carryover	\$176,044.63
FY26 Budget Allocation:	\$250,000
Less: CEN Playground Equipment – 08.06.25	-\$16,263.10
Less: FCCHS Bus Loop Sheetrock & Ceiling – 08.06.25	-\$12,000
Less: FCCHS Chiller 1 – 08.06.25	-\$9,430
Less: FCCHS Stage CYC Lights – 08.06.25	-\$10,660
Less: FCCHS Café Dishwasher – 09.17.25	-\$5,448.93
Less: Replace Variable Frequency Drive in FCCHS Air Handler – 10.01.25	-\$7,258
Less: Removal of Bleachers at Middle School Football Field – 10.01.25	-\$15,000
Less: CEN and CAR Replacement of Cafeteria Tables – 10.15.25	-\$29,982.27
Less: FCCHS Baseball Field Drainage – 10.15.25	-\$13,905
Less: CE & FMS Replace Flooring in Food Service Coolers – 11.05.25	-\$36,708
Less: Replace (2) Refrigerators at FCCHS – 11.05.25	-\$49,398
Less: Abrams Academy Fire Alarm System – 11.19.25	-\$9,991.99
Less: FCCHS Chiller (1) Tubes Cleaning – 11.19.25	-\$10,000
Less: FCCHS VFD in the AHU – 11.19.25	-\$6,833
Less: FMS & FCCHS Remote Well Monitoring System – 11.19.25	-\$6,450
Less: FCCHS Floor Scrubber – 01.07.26	-\$9,387
Less: DIS Fuel Master Live – 01.21.26	-\$21,000
Less: DIV – School Snow Removal - 02.18.26	-\$7,500
Add: Closed CRM Projects – 03.09.26	\$4,367



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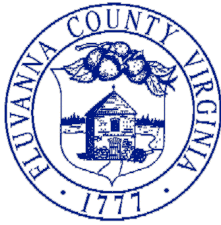
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Less: Replacement of Camera's – 03.18.26	-\$12,000
Less: Replace FCHS Press Box Window's – 03.18.26	-\$32,225
Less: FMS Wave Server Replacement – 03.18.26	-\$17,500
Less: PG Well Shut Off & Blow Off Valves Replacement -	-\$9,800
FY26 Available:	\$81,671.34



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MEMORANDUM

Date: July 01, 2026
From: Theresa McAllister – Management Analyst II
To: Board of Supervisors
Subject: FY27 Capital Reserve Balances

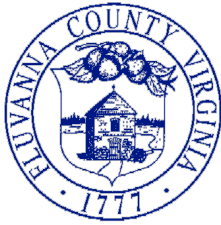
The FY27 Capital Reserve account balances are as follows:

County Capital Reserve:

FY26 Carryover	\$534,525.21
FY27 Budget Allocation:	\$250,000
FY27 Available:	\$784,525.21

Schools Capital Reserve:

FY26 Carryover	\$81,671.34
FY27 Budget Allocation:	\$250,000
FY27 Available:	\$331,671.34



COUNTY OF FLUVANNA

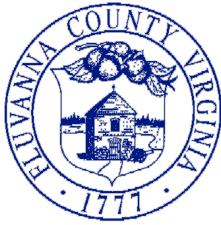
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MEMORANDUM

Date: July 01, 2026
From: Theresa McAllister– Management Analyst II
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY25 Year End (Audited) Unassigned Fund Balance:	\$26,607,927
Unassigned Fund Balance – 12% Target Per Policy:	\$12,022,656
Unassigned Fund Balance – Excess Above Policy Target:	\$14,585,271
Less: Coves at Monticello Performance Grant – 07.02.25	-\$63,208.33
Less: Pleasant Grove Park Paving CIP – 08.06.25	-\$21,216
Less: Information Technology ADP Services – 08.06.25	-\$11,535
Less: Fire Training Building – 09.17.25	-\$615,000
Less: FY25 to FY26 County Carryovers – 12.03.25	-\$67,921.40
Less: FY25 to FY26 County Carryovers – 12.17.25	-\$36,000
Less: Coves at Monticello Performance Grant – 01.21.26	-\$63,208.33
Less: Historic Courthouse Restoration – 01.21.26	-\$516,140
Less: Tyler Tech Resident Access and Business License Modules – 04.15.26	-\$39,772
Less: FY27 Adopted CIP – 04.08.26	-\$8,318,170
Less: Coves at Monticello Performance Grant – 06.03.26	-\$63,629.71
Less: Organizational Efficiency Study – 05.06.2026	-\$58,000
Current (Audited) Unassigned Fund Balance:	\$4,711,470.23



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MEMORANDUM

Date: July 01, 2026
From: Theresa McAllister– Management Analyst II
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY26 Year End (Unaudited) Unassigned Fund Balance:	\$4,711,470.23
Current (Unaudited) Unassigned Fund Balance:	\$4,711,470.23

*Audited FY26 Year End Unassigned Fund Balance will be available upon Completion of the FY26 Annual Comprehensive Financial Report