

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
February 20, 2013, 7:00 p.m. Regular Meeting
(and Budget Work Session with FCPS and for CIP)**

MEMBERS PRESENT: Shaun V. Kenney, Chairman
Bob Ullenbruch, Vice-Chairman
Donald W. Weaver
Mozell H. Booker
Joe Chesser

SCHOOL BOARD MEMBERS PRESENT: Camilla Washington, Chairwoman
Carol Tracy Carr, Vice Chairwoman
Bertha Armstrong
Charles Rittenhouse

SCHOOL BOARD MEMBERS ABSENT: Brenda Pace

ALSO PRESENT: Steven M. Nichols, County Administrator
Gena Keller, FCPS Superintendent
Fred Payne, County Attorney
Mary Weaver, Clerk to the Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Chairman Kenney called the meeting of Wednesday, February 20, 2013, to order at 7:00 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Kenney called for a moment of silence.

COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:

- Welcomed Mr. Robert Truoccolo, the Emergency Services Coordinator, started February 19, 2013.
- Parks & Recreation’s Father-Daughter Dance has grown from 13 “couples” to almost 200 dads and daughters in four years.
- Department of Social Services requested to brief their budget to the Board on February 27, 2013.
- Three additional Fluvanna County Public School technology items were added to the Capital Improvement Plan (CIP).
- Mr. Steve Nichols will be out of the office Monday February 25, 2013. Mr. Robert Popowicz will be acting County Administrator.
- Reviewed the median value for Real Estate rates from 2003 through 2013.
- Reviewed Personal Property current and delinquent taxes from FY10 through current projections.

PUBLIC COMMENTS #1

Chairman Kenney opened the floor for the first round of public comments. With no one wishing to speak, Chairman Kenney closed the first round of public comments.

PUBLIC HEARING

None

ACTION MATTERS

Elimination of the Economic Development Commission (EDC) - Mr. Robert Popowicz, Community and Development Coordinator, addressed this request to eliminate the Economic Development Commission (EDC).

MOTION:

Mr. Ullenbruch moved to eliminate the Economic Development Commission since the Commission has served their intended purpose prior to the hiring of a full-time

Economic Development Director, with such elimination to be effective immediately Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Ullenbruch, Chesser and Weaver. NAYS: None. ABSENT: None.

Replacement of Animal Control Vehicle – Mr. Eric Dahl, Budget Analyst, and Col Eric Hess, Sheriff's Department, addressed this request to replace an Animal Control Vehicle.

MOTION:

Mr. Ullenbruch moved to approve a budget transfer for \$30,000 from Debt Service for Patrol Vehicle's to the Capital Fund Patrol Vehicle line in the FY13 budget. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver and Chesser. NAYS: None. ABSENT: None.

Agreement between Town of Columbia and the County – Mrs. Pat Groot, Grants Administrator addressed this request to adopt an agreement to share services with the Town of Columbia. Mr. Fred Payne, County Attorney explained what services would be covered and what services would be charged to the county and reimbursed by the Town of Columbia. The Board of Supervisors can waive fees at their discretion.

MOTION:

Mr. Chesser moved to adopt the attached Cooperative Services Agreement between the County and the Town of Columbia in accordance with § 15.2-2218 of the Virginia Code. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver and Chesser. NAYS: None. ABSENT: None.

PRESENTATIONS

None

CONSENT AGENDA

Mr. Weaver requested the minutes from February 06, 2013 be amended to read:

“Mr. Weaver requested a listing of the legal requirements for the monitoring and state mandates of the landfill.”

The following items were approved under the consent agenda:

MOTION:

Mrs. Booker moved to approve the consent agenda, which consisted of:

- Minutes from February 06, 2013 as amended.
- Minutes from February 13, 2013.

Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Ullenbruch, Chesser and Weaver. NAYS: None. ABSENT: None.

ACCOUNTS PAYABLE AND BUDGET REPORT

None

UNFINISHED BUSINESS

None

NEW BUSINESS

None

BUDGET WORK SESSION

Budget Work Session with FCPS – Chairwoman Camilla Washington called the School Board work session to order and introduced Ms. Gena Keller, School Superintendent, to present the information on the school budget. Ms. Keller reviewed with the Board the four strategic priorities for Fluvanna County Public Schools:

- Provide a quality education to all students.
- Build a culture that is conducive to learning in a safe and nurturing environment.
- Foster relationships with our community.
- Operate in an effective and efficient manner.

Ms. Keller also discussed with the Board their plans for focusing ahead, the FY14 budget priorities, cost projections for Planned Career and Technical Education Programs and salary scales. Mr. Chuck Winkler, Assistant Superintendent, discussed the pupil-teacher ratio along with transportation

possibilities. Both Boards discussed being prepared for future growth and discussed the need for a new elementary school in three to five years. Ms. Carr mentioned that there is no cost to identify issues for the need of a new elementary school, would like to start as soon as possible identifying what needs to be done.

Capital Improvements Plan (CIP) – Mr. Eric Dahl, Budget Analyst, presented the FY14 recommendations for the Capital Improvement Plan and what they include. Representatives for the Capital Improvement projects submitted are present and available for questions. The Board discussed the hydro geologic study project, facility assessments, replacement of sheriff's vehicles and school buses. Mr. Steve Nichols, County Administrator, discussed the plans for the projected water funds.

The Board **directed staff** to add construction of a new elementary school to the CIP.

PUBLIC COMMENTS #2

Chairman Kenney opened the floor for the second round of public comments.

- Carrie Murphy-Hammond, Representative for Town of Columbia – Thanked the Board for their approval of the shared services agreement and thanked Ms. Patricia Groot for all her hard work on getting this accomplished.
- Bill Sullivan, Rivanna District – Great to see discussions around Economic Development and the school budget. Would like to have heard discussion on whether the school budget is feasible or not.
- Eric Thompson, Cunningham District – addressed the Board in regards to gun confiscation, pass an anti-drunk bill, discuss Lake Monticello succeeding from Fluvanna County, would like to see the Declaration of Independence hanging in the high school, change the fight song, consider the value of the dollar, and would like to be able to sort the schools budget on the website. What is the return of investment on our students, everything is going up except my salary, can't keep up with global inflation.

With no one else wishing to speak, Chairman Kenney closed the second round of public comments.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING:

At 9:27 p.m., Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed session, pursuant to the Virginia Code Section 2.2-3711-A-6, and 2.23711-A-7 for discussion of Investment of Funds, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. NAYS: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION:

At 10:04 p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors reconvene again in open session. Mr. Chesser seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. NAYS: None. ABSENT: None.

MOTION:

At 10:05 p.m., the following resolution was adopted by the Fluvanna County Board of Supervisors, following a closed meeting held Wednesday, February 20, 2013, on motion of Mr. Weaver, seconded by Mr. Ullenbruch, and carried by the following vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. NAYS: None. ABSENT: None.

“BE IT RESOLVED to the best of my 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.”

ADJOURN

MOTION:

At 10:06 p.m., Mr. Chesser moved to adjourn the meeting of Wednesday, February 20, 2013. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Mary L. Weaver, Clerk

Shaun V. Kenney, Chairman

APPROVED

AGREEMENT

This agreement, made as of the ____ day of _____, 2013, by and between the **County of Fluvanna**, a political subdivision of the Commonwealth of Virginia, (“the County”), and the **Town of Columbia**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“the Town”),

WITNESSETH:

WHEREAS the Town is a municipal corporation located within the limits of the County; and

WHEREAS the Town desires to provide to its citizens certain services in an efficient and economical manner; and

WHEREAS the Town and the County believe that such services can best be provided through cooperation between the Town and the County for the provision of such services; and

WHEREAS the Town and the County recognize that the law authorizes such cooperation, including, but not necessarily limited to, Virginia Code Sections 15.2-1513, *ff.*, and 15.2-2218;

NOW THEREFORE, for and in consideration of the premises, the Town and the County hereby agree as follows:

1. **Collection and enforcement of taxes and other assessments:** The County agrees to make available to the Town services for the collection and enforcement of Town taxes, including printing and mailing of bills; deposit and accounting for receipts; and reporting to the Town with respect to the same. The County agrees to remit to the Town all tax payments received, after the payment of an administrative fee in an amount to be agreed upon between the Town and the Treasurer of the County. The Town agrees to provide to the County the names, addresses, property descriptions, assessment data, tax rates and all other information reasonably necessary to the County for purposes of collection, including supplementing such information from time to time and as required by the County. It is understood by the parties that such tax collection will be performed primarily by the Treasurer of the County and that such collection will be continued at the discretion of the Treasurer. The County further agrees that Town taxes will be treated similarly to the County taxes for purposes of collection by the County’s tax collection attorney.
2. **Planning commission of County to serve Town:** The County agrees that the planning commission of the County shall serve also as the planning commission of the Town in accordance with the provisions of Virginia Code Section 15.2-2218. The foregoing shall be subject to the approval by both the Town and the County of an appropriate ordinance, after due notice and public hearing, to authorize the same. To the extent that any member of the commission shall be entitled to remuneration or reimbursement for expenses incurred on behalf of the Town, the Town agrees to reimburse the County for the same.
3. **Provision of planning and code enforcement services:** The County agrees to share with the Town the services of the director of planning and development and of the building official in accordance with the provisions of Virginia Code Section 15.2-1513, *ff.* It is understood and agreed that the director of planning and development and the building official may employ the services of such other employees of the County as may be appropriate to ensure efficient service to the citizens of the Town as well as the County, provided that the same may be provided to the Town without unreasonably interfering with the provision of services to the County. In so acting, all such County employees shall have all rights, powers and duties as may be provided by law, including, but not limited to, the provisions of Virginia Code Section 15.2-1514. All such County employees shall continue to be considered County employees for purposes of Virginia Code Section 15.2-1515. Nothing herein shall be deemed to alter the job description of any such employee except to the extent that the duties set forth in each such description shall be deemed to apply to the Town as well as to the County.
4. **Other County services to the Town:** The County agrees to share with Town the services of other County officers and employees, including the County attorney, not otherwise already required by law, as may be needed by the Town. The provision of such services shall be subject to the approval of the County, from time to time, and the Town shall reimburse the County for all fees and other expenses which shall be incurred by the County on account of such services. Nothing herein shall be construed to require the County to hire additional personnel or to acquire, at the County’s expense, any additional equipment or materials.
5. **Expenses:** The Town shall be solely responsible for the payment of any and all out of pocket expenses incurred on account of the provision of such services, including, but not necessarily limited to, court costs, consultant fees, mileage and the like. Except as may be provided in the County’s generally applicable policies, including, but not limited to, the payment of mileage for members of the planning commission and the terms of the County’s contract with the county attorney, the County agrees to provide an estimate of all potential charges for which the Town will be billed prior to the provision of such services.
6. **Term of Agreement:** This agreement shall have effect the date first above written and shall continue in effect for one year thereafter, whereupon the term of this agreement shall be automatically renewed for additional successive periods of one year unless either shall notify the other, in writing, not less than 60 days prior to the end of the then current term.

In witness whereof, the Town and the County have caused this agreement to be signed by their respective duly authorized agents.

TOWN OF COLUMBIA

COUNTY OF FLUVANNA

BY _____
Mayor

BY _____
Chairman of the Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO FORM:

County attorney

APPROVED