

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR.  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**AGENDA  
NELSON COUNTY BOARD OF SUPERVISORS  
MARCH 11, 2025**

**THE REGULAR MEETING CONVENES AT 2:00 P.M. IN THE  
GENERAL DISTRICT COURTROOM AT THE COURTHOUSE IN LOVINGSTON**

- I. CALL TO ORDER**
  - A. Moment of Silence
  - B. Pledge of Allegiance
- II. PUBLIC COMMENTS**
- III. CONSENT AGENDA**
  - A. Resolution – **R2025-12** Minutes for Approval
  - B. Resolution – **R2025-13** FY25 Budget Amendment
  - C. Resolution – **R2025-14** FY26 Creative Communities Partnership Grant
- IV. PROCLAMATION - American Red Cross Month (P2025-01)**
- V. PRESENTATIONS**
  - A. VDOT Report
  - B. VDOT Secondary Six Year Plan Work Session (**R2025-15**)
  - C. FY26 Draft General Fund Budget Introduction (**Rescheduled for March 18, 2025**)
- VI. NEW & UNFINISHED BUSINESS**
  - A. Proposed Appointment of Wintergreen Fire Marshal (**R2025-10**)
  - B. FY26 County Health Insurance Renewal Authorization (**R2025-16**)
  - C. Proposed Amendments to Chapter 2, Article IV, Section 2-125 Elections, Terms, Vacancies (**R2025-17**)
  - D. Zoning and Subdivision Ordinance Update - Zoning District Drafting
- VII. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE**
  - A. Reports
    - 1. County Administrator's Report
    - 2. Board Reports
  - B. Appointments
  - C. Correspondence
  - D. Directives
- VIII. CLOSED SESSION PURSUANT TO §2.2-3711(A)(7) REGION 2000 LANDFILL LITIGATION**
- IX. OTHER BUSINESS (AS PRESENTED)**

**X. ADJOURN AND CONTINUE – EVENING SESSION AT 7PM**

**EVENING SESSION  
7:00 P.M. – NELSON COUNTY COURTHOUSE**

**I. CALL TO ORDER**

**II. PUBLIC COMMENTS**

**III. PUBLIC HEARING**

**A. Proposed Bond Financing - High School Renovation Project (R2025-18)**

Consideration of a resolution authorizing the issuance of an estimated maximum of \$25,000,000 principal amount of general obligation school bonds of the County. The proposed uses for which more than ten percent of the Bond proceeds are expected to be used are the financing of the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School, and also including costs of issuance of the Bonds, all of which constitute a capital project for public school purposes. The Bonds will be sold to the Virginia Public School Authority.

**IV. OTHER BUSINESS (AS PRESENTED)**

**V. ADJOURN AND CONTINUE TO MARCH 18, 2025 AT 10 A.M. FOR A BUDGET WORK SESSION.**



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**RESOLUTION R2025-12**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF MINUTES**  
**(September 19, 2024)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **September 19, 2024** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: March 11, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

September 19, 2024

**Virginia:**

AT A CONTINUED MEETING of the Nelson County Board of Supervisors at 10:00 a.m. at The Lodge, Three Notch'd Brewing Company in Nellysford, Virginia.

Present: J. David Parr, West District Supervisor - Chair  
Ernie Q. Reed, Central District Supervisor, Vice Chair  
Jesse N. Rutherford, East District Supervisor  
Dr. Jessica Ligon, South District Supervisor  
Candice W. McGarry, County Administrator  
Linda K. Staton, Co-Director of Finance and Human Resources  
Grace E. Mawyer, Co-Director of Finance and Human Resources  
Amanda B. Spivey, Administrative Assistant/Deputy Clerk

Absent: Thomas D. Harvey, North District Supervisor

**I. CALL TO ORDER**

Mr. Parr called the continued meeting to order at 10:09 a.m. with four (4) Supervisors present to establish a quorum and Mr. Harvey being absent. Mr. Parr apologized for missing the last meeting due to a work conference.

Mr. Parr indicated that the Board needed correct what happened at last Board meeting in regards to Mr. Reed being removed from the Planning Commission as the Board representative and replaced by Dr. Ligon. He suggested making a motion to rescind the action from the September 10, 2024 Board of Supervisors meeting. Mr. Rutherford moved to rescind the action from the September 10, 2024 Board of Supervisors meeting. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

**II. WELCOME & ITINERARY FOR THE DAY**

Ms. McGarry reviewed the agenda. She indicated that they would need to pivot and switch Agenda Item III and Agenda Item IV as Davenport was stuck in traffic on I-64 with an estimated arrival around 11 a.m. The Board was amenable to the change in order of the agenda.

**IV. YEAR IN REVIEW (QUESTIONNAIRE SUMMARY)**

**A. What We Did Well/What Needs Improvement (Common Themes)**

Ms. McGarry reported that staff received some feedback on the Year in Review questionnaire that had been sent out to the Board which asked what we did well and what needed improvement. Ms. McGarry reviewed the responses received:

**1. THINGS WE AS A COUNTY DID WELL (SPECIFY IF COMMENT IS RELATED TO BOARD OR STAFF ONLY):**

**RESPONSE #1**

**STAFF:** I think the staff shines from top to bottom.



September 19, 2024

**STAFF:** Communication with County Administrator and public, NGOs, Community Groups, Schools and Supervisors has increased in quality and quantity immeasurably.

**STAFF:** Planning and Zoning has gotten more positive reviews from public in interactions and support.

Recovery Court is a huge asset to the community.

**STAFF/BOARD:** Positive movement in real estate purchases for new DSS Building and increased potential for Callohill Property. Also Larkin Property.

**STAFF:** Much more positive relationship and support for NCSA and necessary infrastructure projects.

**STAFF/BOARD:** Increased Support for Registrar and her needs.

**BOARD:** Support for Sheriff and Fire and Rescue and Dispatch needs and initiatives.

**BOARD:** Support for community projects and school initiatives: for instance, July 4<sup>th</sup>, Christmas, FFA, Library.

**STAFF:** Kudos to Parks and Rec for new, expanded programs and support joint use of community resources.

**STAFF:** Setting a positive tone for staff and the community.

**STAFF and BOARD:** Comp Plan process and outcome was very successful.

**STAFF:** Reuse sheds at waste disposal/recycling sites are a great asset.

**STAFF/BOARD:** Transparency is at an all-time high...still room for improvement..., video streaming of Board meetings, tech improvements with smart board visibility (see: Communication above).

## **RESPONSE #2**

**STAFF:** communication, preparation, presentation, negotiation and de-escalation.

## **2. THINGS THAT NEED IMPROVEMENT (SPECIFY IF COMMENT IS RELATED TO BOARD OR STAFF ONLY):**

### **RESPONSE #1**

**BOARD:** The board has done a poor job in communication and creating a positive relationship with School Board and Superintendent. 2 x 2s have failed to materialize and Board has taken little initiative to reach out.

**BOARD-STAFF:** any initiatives to promote and create housing have yet to be initiated or implemented

**BOARD:** Employment-the largest employer in the county Schools- lack board support in the School Board's attempt to move towards filling empty and necessary positions, to the detriment of the county's economy.

**BOARD/STAFF:** Recycling program needs an educational component that it once had but has been lacking for years. The relationship between solid waste and recycling is huge. Programs are in need of a multi-jurisdictional commitment and upgrade.

## **RESPONSE #2**

**STAFF:** Getting meeting minutes caught up.

Ms. McGarry opened the floor for additional comments and discussion.

Mr. Rutherford offered assistance to help with minutes getting accomplished. He noted that if the Board needed to articulate better, or speak into the microphones, to let them know. Ms. McGarry noted that the goal was to be caught up with the minutes before the start of the budget, especially since they would start having more work sessions. Mr. Rutherford commented that the budget work sessions were probably when things got bogged down. He suggested looking at technology that could possibly assist with the process. Ms. McGarry indicated that they would start looking at options.

Ms. McGarry commented that staff knew the meeting streaming needed improvement. She noted that it may take monetary investment to get it to consistently be where they wanted it to be. Dr. Ligon commented that technology investment usually paid for itself. Mr. Rutherford and Mr. Reed agreed. Mr. Reed commented that the tracking they were doing for short term rentals was a real positive, noting they had done focus groups and tracking. Ms. McGarry noted it was a work in progress. Mr. Rutherford reported that he had spoken Maureen Kelley and he noted was interesting how short term rentals were counted. He used Wintergreen and campgrounds as examples, noting they were counted as one short term rental, but they had many rooms/sites and it did not show that information. He commented that trying to further break it down might put an unnecessary burden on staff and the constituent. Mr. Rutherford noted that enforcement was continuing to improve, and with the change in Commissioner of Revenue, they should still advocate for the software that exists to help track the short term rentals. McGarry noted that software would likely be needed to help track each individual rental. She indicated that some of the software programs were reviewed when Pam Campbell was the Commissioner of Revenue, but it might be good to revisit with the new Commissioner of Revenue.

Dr. Ligon noted that the School Board always had one of their board members attend the Board of Supervisors meeting. She asked if the Board should consider attending the School Board meetings. Mr. Rutherford noted Mr. Reed attended the School Board meetings pretty regularly. He commented that they could have two (2) Board members attend. Dr. Ligon noted that with the exception of during budget season, she did not hear much about the schools. She suggested that they consider rotating Board members. Mr. Reed noted he doesn't always report on the schools during Board reports. He reported that a few important things happened at the last School Board meeting, noting that for the first time all of their schools were now accredited, with no conditions. He indicated that less than 20 percent of schools in Virginia had been able to accomplish that. He noted other things came up from time to time that were relevant to the Board regarding expenditures. Mr. Reed indicated that he was going to start including the schools in his Board report during the meetings. He encouraged the Board to attend the School Board meetings. He noted that it was neat to see the awards given during the meetings. He indicated that the things that might interest the Board most would likely occur later in the meetings.

Dr. Ligon commented that she was not sure how to push on with 2x2 meetings with the School Board. Mr. Parr noted that the 2x2 meetings had been encouraged on the Board of Supervisors' end but the School

Board had been the hurdle in getting those to happen. He indicated that when he moved from the School Board to the Board of Supervisors, that was something that he tried to push. He noted that January 2020 was last 2x2 meeting that the two boards had. He indicated that he had conversations with the past chair and the current chair, but it had not materialized. He commented that the School Board would not schedule a 2x2 meeting without all five (5) School Board members approving it first. Mr. Parr noted that there was an email from the School Board chair, asking about scheduling a joint Board-School Board meeting before March. Mr. Parr and Mr. Rutherford both noted that while there had not been 2x2 meetings, there had been lots of 1x1 meetings. Ms. McGarry noted that if meetings were arranged for 1x1 or 2x2, staff could provide any information that the Board may want to have on hand for those meetings.

Dr. Ligon asked for some background information on the County's recycling program. Ms. McGarry explained that they had a recycling coordinator and her strengths were scheduling staff to work the sites and keeping the sites supplied. She noted that education was not her strength, and agreed that the educational piece could be greatly improved. Dr. Ligon asked if this was education of the public or employees. Ms. McGarry noted it was education of the public. Mr. Reed noted it would be helpful for the staff at the sites to also have the information, particularly on how recycling benefitted the County. He commented that the information could help reduce what went into the solid waste stream. Ms. McGarry reported that it had been a while, but there had been a but there used to be a recycling education program in the schools and a litter poster contest. She noted that staff was looking to get that back on track. Mr. Reed noted that when Susan McSwain was in the recycling coordinator position and she had been in charge of education. Ms. McGarry noted that Ms. McSwain was fabulous in that position and she had a passion for solid waste. She noted that the current person did not have that level of passion for the subject. Dr. Ligon asked about the process for recyclables. Mr. Reed noted that the recyclables went to Raleigh, North Carolina. He indicated that if there was not a market for plastic, then it was trashed. He commented that the majority of plastic ended up in solid waste. Mr. Rutherford noted the County paid a good bit to recycle to then have it trashed. Ms. McGarry noted that the County paid to recycle plastic and paper, and they only received money for metal.

Dr. Ligon stated that she had a passion for composting. She noted that it would be interesting to know how much they paid to recycle paper. She indicated that about 30 percent of trash was compostable, and heavy. Ms. McGarry suggested that composting could be part of the educational piece as well. She noted that they could provide information to citizens on composting and potentially reduce the waste stream. Mr. Reed indicated that a lot of urban communities included composting at their recycling centers and they had programs for them. He noted that he had not seen it in rural areas but they could probably consider that the major composters were already doing it because it was just part of the agriculture process. Ms. McGarry noted that they had not looked in a while to see where to take compostable waste. She commented that she thought Bedford may have a commercial composter. Dr. Ligon suggested not taking compost out of the County. Dr. Ligon and Mr. Reed both suggested that it would be more economical to not have to ship it. Dr. Ligon commented that compost was a product that they could either give it back to community, or sell it. Mr. Reed noted if the composting were to take place at the collection centers, people would then see that it was an option. Dr. Ligon asked if staff could gather numbers on what the County's total tonnage was altogether as well as what they were paying to recycle plastics and paper products. Ms. McGarry noted that information was pretty easy to get. She estimated that the County sent about 10,000 to 11,000 tons of solid waste to the landfill annually. She reported that amount had remained pretty steady over the course of the last 10 years or so. She noted that the staffed sites had cut down on a lot of out of county waste. Mr. Reed suggested a County worm farm. Mr. Parr commented that there had to be someone in the county who would love to get hands on that black gold of compostable materials. He asked how they could do it and whether it could be feasible economically. He agreed that they should not let it leave the county when it could become something. He noted that there had to be some other counties out there that were already doing something with compost. Mr. Reed noted he had received an email from a resident who was interested in insect farming. Ms. McGarry noted they could start networking and working with Extension.

Dr. Ligon indicated that composting on a commercial level required some DEQ involvement. Mr. Parr suggested a set up at the collection sites similar to the reuse sheds for composting where citizens can separate their compostable items and at the same time, another citizen could come pick up compost for use at their home. Dr. Ligon commented that worms ate paper products and all food. She indicated that she did not think there was as much DEQ regulation on worm farms in comparison to composting. She noted that it could help reduce waste. Mr. Reed also noted that Food Lion had a large amount of immediate food waste because some of their produce did not sell. Dr. Ligon noted that there were USDA grants to help communities with composting that they could look into.

Mr. Parr asked about the comments regarding support to the Registrar and Sheriff and whether they were saying they needed to increase support to those departments. Mr. Reed noted they were positive comments, just indicating that they had been doing a good job and had provided increased support to those departments.

Mr. Parr gave kudos to Ms. McGarry and her team for the work they do. He noted that they made it look easy, but they all knew that it was not. He thanked them for doing a great job handling conflict, difficult discussions with the community, and being efficient with the budget items. He noted that they had a fabulous transition with leadership. Ms. McGarry thanked Mr. Parr, noting that they all worked hard to help the Board be efficient, look good and do the best they could for their community.

## **IX. FY2025-2026 BUDGET PROCESS DISCUSSION**

Ms. McGarry suggested discussing ideas to improve the budget process. She noted that staff's thoughts on the improvements were to try and start working on the budget sooner and to try and get budget data back sooner from the departments. She noted that while they were building the full budget document, they could have work sessions where department heads would come in to discuss their budget needs with the Board. She indicated that this would provide a little knowledge base before they started to work on the full budget. Dr. Ligon asked if they could narrow it down to those departments that had a significant percentage change in their budgets. Mr. Rutherford suggested that they could bring the department heads in with big asks for the upcoming year. Mr. Reed noted that as a team, each Board member had particular interests and they may want to select a few departments that they would like to hear from.

Ms. McGarry noted that staff was considering making the Capital Improvement Plan more formal as a separate document, similar to what the Schools had for their CIP plan. She explained that this document could include the capital improvements that they wanted to do over the next five (5) years, while the more immediate items would be built into the Capital Outlay. Mr. Parr noted that getting it on paper helped to validate it and was more transparent. Dr. Ligon noted that would be helpful to new people and it would show that they were following a plan. Mr. Rutherford noted there were some non-departmental organizations where there was more room for criticism. Ms. McGarry asked if they should invite all agencies, or just the agencies that they were interested in speaking with. Mr. Rutherford and Mr. Reed suggested that they only invite the agencies that they had questions for. Dr. Ligon noted that the two (2) hour meetings blew the whole day. Mr. Rutherford suggested that they could run the meetings longer. He noted in the past that they had either had two (2) to three (3) day long meetings, or a series of short days. Mr. Rutherford indicated that he preferred the longer meetings, but he noted that they were not privy to all of the information all the time, so they would not be able to get rid of all the two (2) hour sessions. Ms. McGarry noted that if the Board preferred to commit a whole day, staff would happy to do that. The Board discussed having a few work sessions from 10 a.m. to 4 p.m. Ms. McGarry noted that staff could bring in lunch. Mr. Parr noted having the work sessions in a more casual atmosphere helped. The Board suggested that it would be good to consider options at other places for budget work sessions. Ms. McGarry noted that they could look into that. She indicated that there would likely be a cost associated with that and they would need to keep in mind that they would still need to allow for the public to attend.

Ms. McGarry asked for any other feedback on the budget work session format. Dr. Ligon commented that the rest of the Board was used to it, but how the budget was presented was confusing. Mr. Parr commented that once you got used to it, it flowed. He noted that he liked having the percentage change on the budgets included. Mr. Rutherford noted that he could understand Dr. Ligon's frustrations with her first budget experience. Dr. Ligon noted that there was no handbook to explain the process. Ms. McGarry noted that the budget and budgetary matters were ongoing education for Board members as they came into office. She commented that it was important for staff to continually educate the Board on the budget. She indicated that Davenport's presentation would be very helpful in regards to the budget.

### **III. DAVENPORT & COMPANY, INC. FINANCIAL ADVISORS**

#### **A. Draft Financial Policies Presentation Including:**

##### **a. Introduction/Peer Group Comparison/Policy Purpose**

Roland Kooch and Ben Wilson from Davenport were present to discuss financial policy guidelines. Mr. Kooch noted that a lot of it was memorializing the good practices the County already did, but it also set into place key debt metrics/key reserve metrics to provide a benchmark as to how the County may be doing in comparison to other local governments. He explained that it also set up a framework that was designed to provide the Board and future Boards, a perspective on prudent and sound financial practices to maintain the good credit standing of the County. He noted that they were not talking about credit ratings necessarily, but the overall credit perspective from the public, banks, and state agencies. Mr. Kooch noted that a policy document had been drafted and provided to the Board for review. He indicated that they were not looking for the Board to take any actions, rather it was an informational session. He noted that they would recommend implementation of financial policy guidelines. He commented that most of the County's counterparts and colleagues were in the process of implementing financial guidelines as a framework.

Mr. Kooch referenced page 35 of Davenport's presentation which was in regards to potential investment management policies. He noted that they knew the County's Treasurer historically has had investment management policies. He indicated that Davenport had included a few additional concepts with respect to investment management policies and guidelines that they thought would be good in terms of bringing the Treasurer and the County closer together. He noted that it would help coordinate the management and stewardship of the funds. Mr. Kooch commented that the adoption of the financial policy guidelines was the Board's purview while the investment policies would be more of a partnership with the Treasurer. He suggested visiting the investment policies once the new Treasurer was settled in place. He noted that Davenport would anticipate another Q&A session on the financial policy guidelines in a Board meeting so that the public could hear it as well, and then work towards an adoption of the financial policy guidelines.

Mr. Kooch noted that the County had been doing a great job and he commented that the Board has historically had a good mindset towards financial practices. He explained that financial policies would memorialize the practices already being done by the County and could act as framework for future Boards. He noted that while they could not direct future Boards, the policies would provide framework and guidelines they would want to work within. He also commented that the financial policies would promote long term fiscal stewardship.

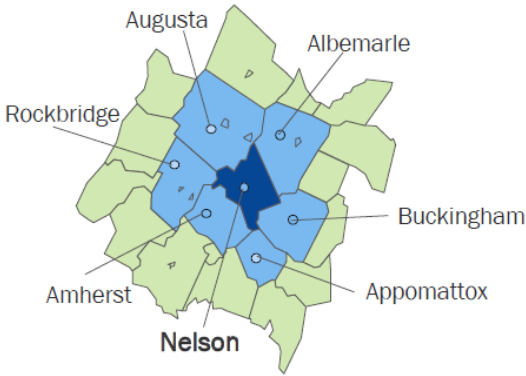
Mr. Kooch reported that the proposed financial policy guidelines had been prepared based on Davenport's experience with respect to comparable local governments and comparable peer group analyses. He explained that the peer groups were evaluated based on publicly available information. He noted that the peer groups were placed into two (2) groups based on the following criteria:

1. Virginia “Budget” Peers – Counties in Virginia with a Total Revenue Budget between \$50 million and \$80 million.
2. Contiguous Peers – Counties that share a border with Nelson County.

Mr. Kooch noted that Albemarle and Augusta had the larger budgets out of the group. Mr. Kooch noted that the total revenue budgets shown were General Fund plus the School Board, as reported by the Commonwealth of Virginia. He indicated that when they were talking about the School Board, they did not want to double count the Board’s contribution in revenues. Mr. Wilson noted that the \$65 million figure for Nelson included all of the taxes and revenues that the County collected as well as the revenues that the Schools received from the federal and state governments.

### Contiguous Peers

	County	Total Revenue Budget (\$000)
1	Nelson	\$65,488.7
2	Albemarle	\$526,814.0
3	Augusta	\$263,211.2
4	Rockbridge	\$98,974.9
5	Buckingham	\$70,395.9
6	Amherst	\$60,538.9
7	Appomattox	\$57,554.3



The map shows Nelson County in dark blue at the center. It is surrounded by six other counties, each in a lighter blue shade: Albemarle to the north, Augusta to the northeast, Rockbridge to the northwest, Buckingham to the east, Amherst to the southwest, and Appomattox to the south. The map is labeled with the names of these counties and Nelson.

## Virginia Budget Peers

County	Total Revenue Budget (\$000)
1 Southampton	\$79,949.8
2 Giles	\$78,919.2
3 Buckingham	\$70,395.9
4 Patrick	\$69,031.9
5 Northampton	\$66,183.3
6 Prince Edward	\$65,612.9
7 Nelson	\$65,488.7
8 Grayson	\$61,046.6
9 Amherst	\$60,538.9
10 King William	\$58,551.1
11 Brunswick	\$58,413.1
12 Clarke	\$57,643.2
13 Appomattox	\$57,554.3
14 Madison	\$55,627.6
15 Charlotte	\$54,694.6
16 Floyd	\$54,660.1
17 Nottoway	\$50,639.1

Mr. Parr noted he was confused by Buckingham and Amherst. Mr. Kooch explained that the information had been pulled directly from the state level data, so they had not reviewed each one in detail with respect to financial standings. He noted that it was a way to try and get a pool of local governments that they thought were comparable to Nelson. He noted that the included budget peers were also more rural. Mr. Kooch indicated that the state could also be including something that in 2023, could be ARPA funds in those figures that were reported at the state level. Mr. Wilson explained that the state annually collected audits from the counties, pulled data from the audits and put the information together.

Mr. Parr noted he would understand if Amherst were #3 and Buckingham was at #9. Mr. Wilson and Mr. Kooch explained that the tax rates and the composite index were both factors in the revenues. Mr. Wilson noted that they could dig into the information more, but they were just pulling from a report from the state. He explained that they were trying to use the same data points by using the state report, since the state was pulling the same data points from all localities.

Mr. Kooch noted that they would not be discussing the investment policies just yet. He indicated that they would want to work closely with the Treasurer to look at the Treasurer's current policies and how they might intersect with the proposed investment policies.

Mr. Kooch reviewed Section 1. Policy Purpose of the Proposed Financial Policy Guidelines. He noted that the policies were intended to be looked at and thought of as a living document. He indicated that the

Financial Policy Guidelines would be reviewed for appropriateness on an annual basis during the budget process. He noted that the key metrics would be affected by the budget. He explained that as the County's budget grows, the reserve levels as a percentage of the budget would also grow. Mr. Kooch noted that they would need to think about maintaining the levels of reserves from a percentage basis. He indicated that the level of debt would be held within a determined limit.

Mr. Kooch noted that the objectives of the Proposed Financial Policy Guidelines were to:

- Guide management policy decisions that impact the fiscal health of the County;
- Promote financial stability and health;
- Account for the big picture in all short and long term planning;
- Maximize the County's credit such that it has reliable access to capital markets (either bank financing or public markets); and
- Provide County Board of Supervisors/citizens with a framework for measuring the fiscal impact of government services.

Mr. Kooch explained that the policies could be adopted by the County without getting a credit rating, and they could also work to help keep the County's credit in good standing. He noted they were not talking about a credit rating but obtaining a credit rating was something they could do. He commented on Nelson's participating in the Albemarle-Charlottesville Regional Jail Authority (ACRJA), noting that it was a blend of three (3) local government, two (2) of which had credit ratings, while Nelson did not. Mr. Kooch explained that ACRJA's review would come down to the participating jurisdiction members of the Authority. He noted that even though Nelson did not have a credit rating, agencies would look to see if the County had any financial policies and what their ratios and reserve levels were. He indicated that it would be easier and a little more streamlined if all three (3) jurisdictions had credit ratings. He noted that sometimes, if one (1) locality has a low rating or no rating, the agencies would look at that locality and bring everything down to that level. He commented that he was not saying that was going to happen, but it was a factor in the Regional Jail's credit considerations.

Mr. Kooch explained that with respect to maximizing the overall credit standing of the County without a credit rating, the financial policies and best practices really went a long way to those lenders in looking at the wherewithal of Nelson County and Nelson County's overall credit. He commented that they did not have to have a credit rating to have good credit.

Mr. Kooch indicated that the core document was designed to be something that the County would look at on a routine basis, particularly when thinking about debt capital programs - how they fit into the policies, and whether there was enough debt capacity.

b. Fund Balance/Reserves (Financial Condition)

Mr. Kooch explained that the County already had a policy with respect to fund balance and reserves. He noted that Davenport had reviewed the policy and while they were not proposing any drastic changes, they did recommend making some changes to the measurement aspect of it to make it easier to compare to other local governments.

Mr. Kooch noted that fund balances were categorized as required by GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

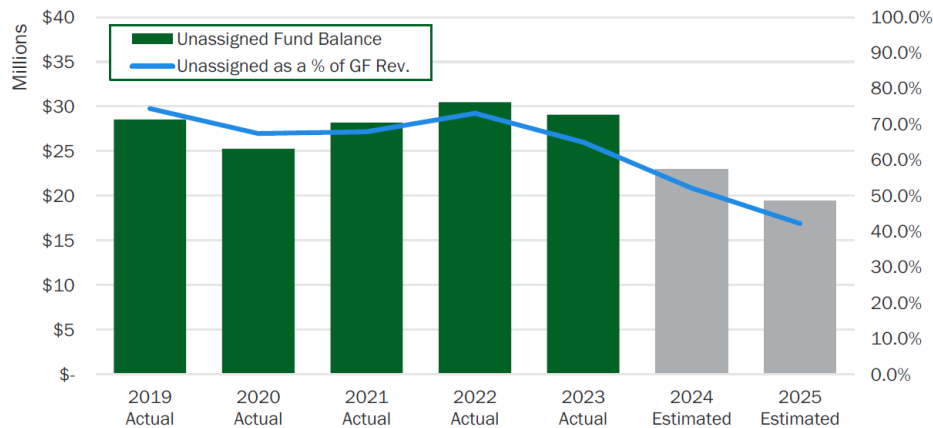
Fund balance categories:



- Non-spendable
- Restricted
- Committed – by action of the Board of Supervisors
- Assigned – does not necessarily require Board of Supervisors action; assigned via encumbrance process/purchasing activity
- Unassigned – amounts not in the above that may be used for any available purpose

Mr. Kooch explained that what they would be focusing on was how to look at Unassigned fund balance in reserves. He indicated that the purpose of the fund balance policy was to establish a minimum reserve level, or reserve target, that promoted cash flow capabilities of the local government. He noted that annual review would take into account potential material changes in the County's budget.

Mr. Kooch showed a graph with the County's Unassigned fund balance from 2019 through 2023 actual. He noted that the information was taken from the County's audits.



	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Estimated	2025 Estimated
Unassigned Fund Balance	\$ 28,540,188	\$ 25,247,975	\$ 28,169,080	\$ 30,473,594	\$ 29,078,931	\$ 22,982,934	\$ 19,405,507
Total General Fund Revenues	\$ 38,361,577	\$ 37,449,968	\$ 41,484,023	\$ 41,697,571	\$ 44,743,496	\$ 44,126,337	\$ 45,952,760
Unassigned as a % of GF Rev.	74.4%	67.4%	67.9%	73.1%	65.0%	52.1%	42.2%

(1)

(2)

(1) Based on the County's FY 2023 ending fund balance less \$6,095,997 of fund balance budgeted to be used for capital projects in FY 2024.

(2) Based on the County's FY 2023 ending fund balance, adjusted for FY 2024, and further adjusted for the \$3,577,427 of fund balance included in the FY 2025 Budget. Note: does not include the Capital Reserve held in the Debt Service Fund (approximately \$3.2 million as of FY 2023) that has been set aside as a part of the Multi-Year Debt Capacity / Affordability Analysis.

Mr. Kooch showed that in 2019 that County had roughly \$28 million in Unassigned Fund Balance, which was about 75 percent of the General Fund Revenues Budget. He noted that through 2023, they were in the same ballpark range. He pointed out that during 2022 and 2023, they had COVID monies also. He indicated that the 2024 number was estimated and absent of any outperforming in the budget, with all things equal based on the program numbers in the budgets, they expected the numbers to decrease in 2024 and 2025. He estimated the Unassigned Fund balance to be around \$22 million in 2024 (52 percent Unassigned as General Fund Revenue) and \$19 million in 2025 (42 percent Unassigned as General Fund Revenue). He noted that in looking at those numbers, the County was still at a very high level.

Mr. Kooch indicated that Davenport would estimate Nelson County to be in the Aa range if they were to obtain a credit rating. He noted that in that range, the rating agencies looked at about 25 to 30 percent as a benchmark for where they look at their rated entities in having fund balance. He pointed out that the County was currently over the 60 percent range, while some of that was COVID related. He reiterated that Davenport was estimating that percentage to come back down to a normalized level.

Mr. Kooch reported that the County currently had a target minimum fund balance of 30 percent of the General Fund and School Board revenues. He noted that was what the County was benchmarking to and trying to maintain for a minimum fund balance target to avoid cash flow borrowings, and to have sufficient funds for emergency purposes. He indicated that the County's current policy roughly translated to about 30 percent of General Fund Revenues. He suggested that they make a slight change and look at it as a percentage of the General Fund budget, which he reported would equate to about \$13.8 million of Unassigned Fund Balance as the County's minimum target.

Mr. Reed asked if Davenport had given any thought to 2026, based on those parameters. Mr. Kooch noted that they had not seen what a 2026 budget would look like for the County, but based on 2025 as they go into 2026, if things bear out, they would probably end up in the \$19.5 million range in Unassigned Fund balance. Mr. Wilson reiterated that it would all be dependent on how the budget looked for 2026. Mr. Kooch explained that with the policy if they were looking at it as a percentage of General Fund Revenues, if the General Fund budget increased by \$1 million, then the 30 percent amount would increase as well. He noted that it would guide how much discretionary fund balance the County had to utilize for certain things.

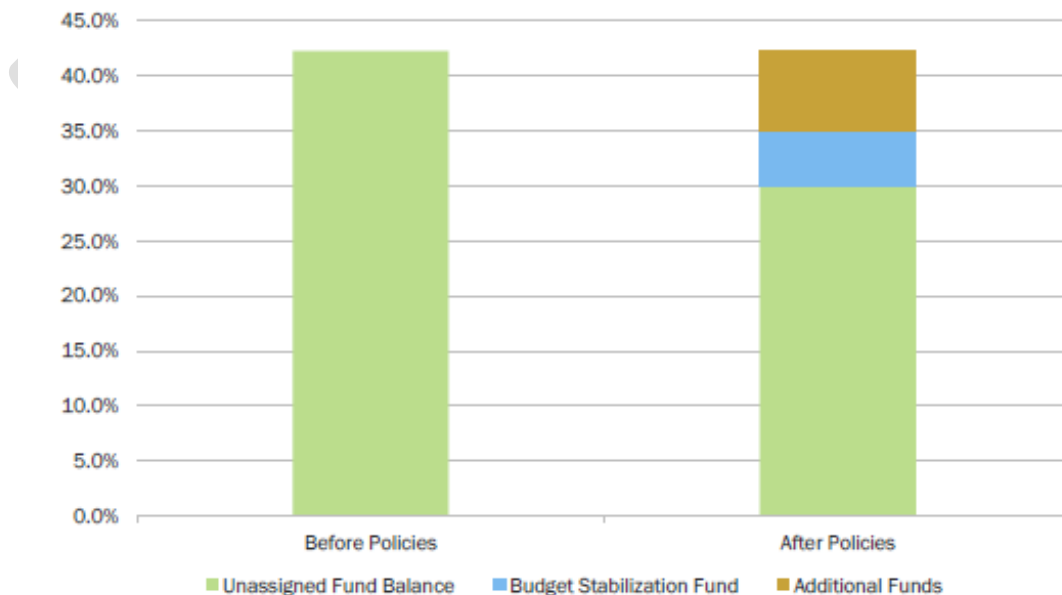
Mr. Kooch reiterated that benchmarking 30 percent of the County's General Fund Revenues would be about \$13.8 million, based on the County's FY2025 Budget. He reported that the County's estimated FY2025 Unassigned Fund Balance of \$19.4 million was \$5.6 million above the proposed target.

Mr. Kooch indicated that Davenport was also proposing the potential for a budget stabilization fund reserve target. He explained it as an additional safety valve before they got into the Unassigned Fund Balance Reserve which would be 5 percent of the General Fund Revenues, or about \$2.3 million based on the County's FY25 Budget. Mr. Rutherford noted that he was amazed that \$13 million was the low point. Mr. Kooch noted that the Total Reserve target recommendation would be 35 percent of the General Fund Revenues, which would be about \$16.1 million based on FY2025 budget. He indicated that the 35 percent was a very solid benchmark. Mr. Kooch referenced the GFOA's (Government Finance Officers Association) guidance was to at a minimum, have about two (2) months of operating expenditures, or about 17 percent. He recommended that the 35 percent level comprised of the two (2) components, the Unassigned Fund Balance Reserve and the Budget Stabilization Fund Reserve, made the most sense. He then explained that in the policy, if the County had to tap into those funds, they would use the Budget Stabilization Fund Reserve first, and then the Unassigned Fund Balance Reserve. He noted that if they were to utilize those funds for any reason, there was a three (3) fiscal year replenishment mechanism.

Ms. McGarry asked if it was fair to say that the \$13.8 million Unassigned Fund Balance Reserve was for cash flow purposes so that the County could be able to meet any ongoing obligation without having to rely on any kind of supplemental funding throughout the year. Mr. Kooch agreed and noted that the reserve amount should be above the absolute minimum cash flow to allow not only for cash flow mechanisms throughout the year, but to also be used in an emergent situation. He indicated that they wanted to provide a little more insulation with respect to unforeseen one-time events. He noted that 2019 was pre-COVID and the Unassigned Fund Balance was just over \$28 million. Mr. Kooch indicated that the CARES money (COVID funds) sort of skewed the past three (3) fiscal years. Ms. McGarry noted that the County was already doing a lot of the financial management in practice, but it was not in a policy that they could point to and reference so that they could explain to citizens when questions come up.

Mr. Kooch showed a representation of the FY2025 Reserves before and after the policies. He noted that the column with the policies showed the \$13.8 million in Unassigned Fund Balance, along with \$2.3 million in Budget Stabilization Fund and the additional funds over policies in the amount of \$3.3 million. He commented that managing right to the 35 percent level and spending it all could put the County in a perspective that the following fiscal year they would have to budget an increase to that number. He noted that if they had some contingency above that, they would be in good shape to show that they had adequate reserves and they would not struggle to meet the policy. He pointed out that they did not want to put a policy into place that did not make sense from a credit standpoint, or that was difficult to meet.

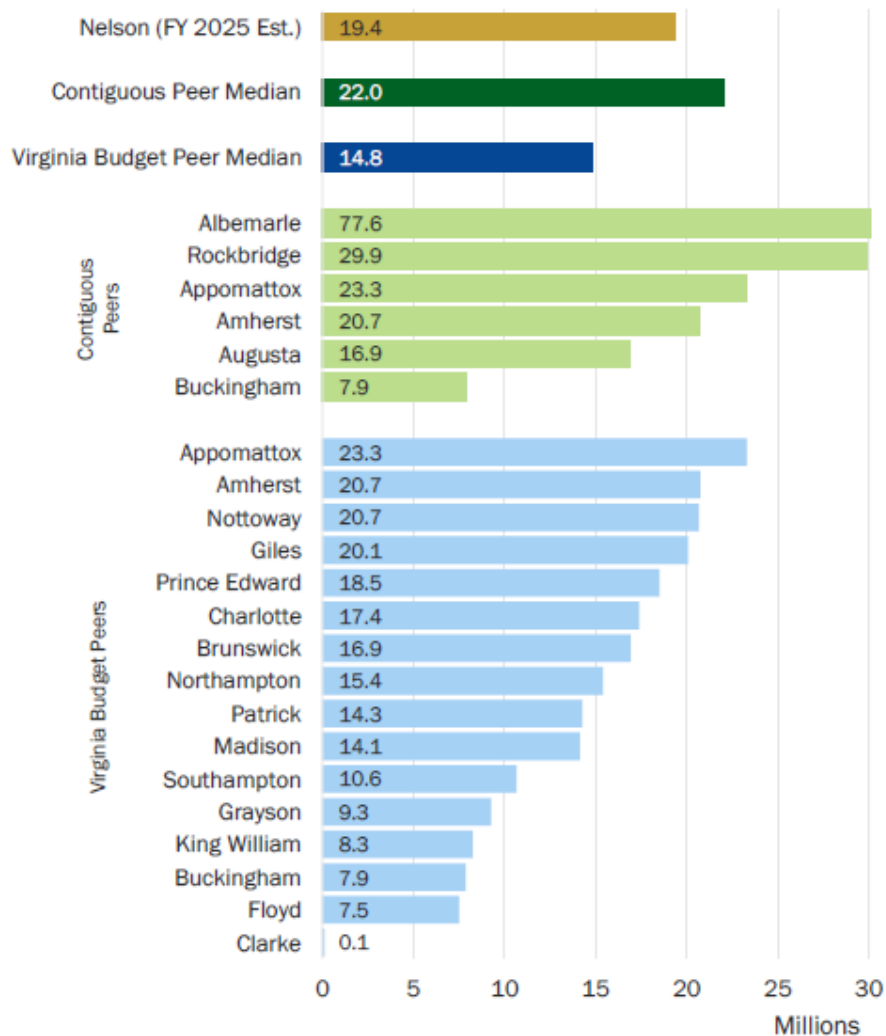
FY 2025 Reserves Before & After Policies			
Proposed Reserves Policy		Before Policies	After Policies
1	Unassigned Fund Balance (30%)	- n/a -	\$ 13,785,828
2	Budget Stabilization Fund (5%)	- n/a -	\$ 2,297,638
3	Additional Funds Over Policies	- n/a -	\$ 3,322,041
4	Total Reserves	\$ 19,405,507	\$ 19,405,507
5	Total General Fund Revenues	\$ 45,952,760	\$ 45,952,760
6	UFB as a % of Gen. Fund Revs	42.2%	30.0%
7	BSF as a % of Gen. Fund Revs	- n/a -	5.0%
8	Additional as a % of Gen. Fund Revs	- n/a -	7.2%



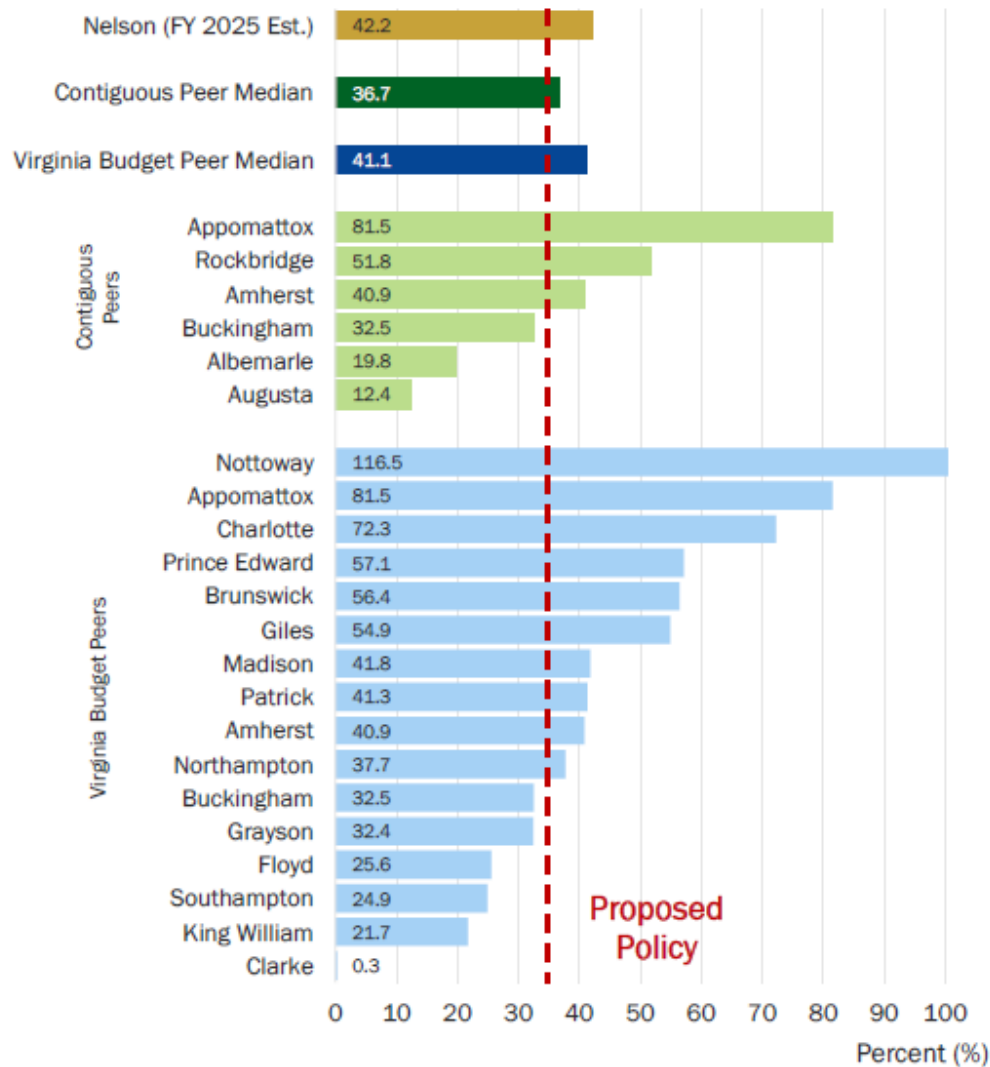
Mr. Kooch reiterated that the Reserve Policy also incorporated a plan to replenish the Unassigned Fund Balance (UFB) and the Budget Stabilization Fund (BSF) over three (3) fiscal years in the event they were to be used. He noted that there was also a caveat that if three (3) fiscal years was too onerous, they could set a defined timeframe to replenish the funds. Mr. Wilson noted that the minimum level of 30 percent was to help the County cash flow, and not have to use a Revenue Anticipation Note (RAN) where they would have to borrow just to meet payroll. Ms. McGarry indicated that the County never wanted to be in that position. She noted that there were some localities that utilized that.

Mr. Kooch showed two Peer Comparisons, one based on the Unassigned Fund Balance as a dollar amount, and the other with the Unassigned Fund Balance as a percentage of revenues. He noted that the proposed policy line shown at 35 percent. He indicated that Nottoway's information was not accurate as they were currently working with Nottoway and Nottoway had issues with their auditor's classification of their funds.

### Unassigned Fund Balance (\$)



## Unassigned Fund Balance as a % of Revenues<sup>(1)</sup>

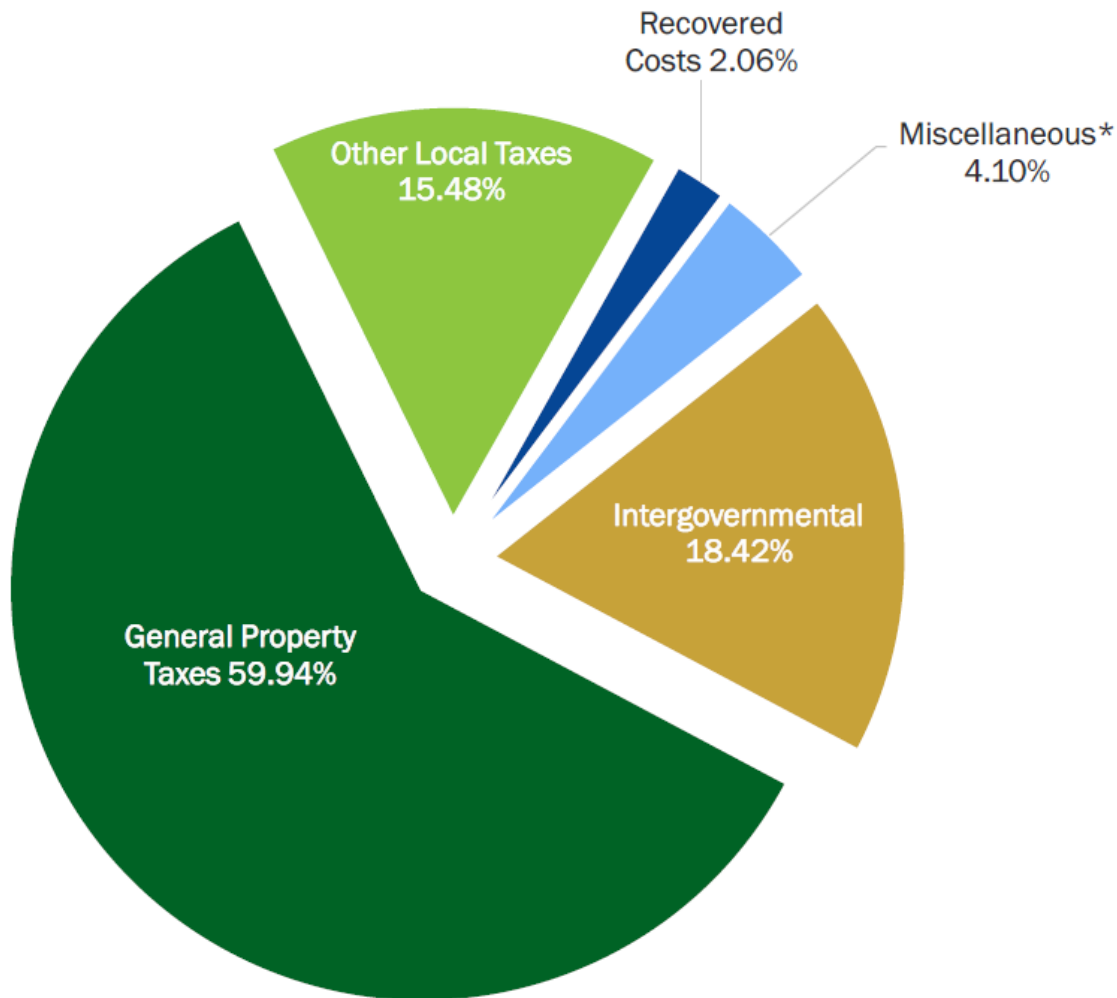


Mr. Kooch noted that Amherst was doing pretty well and was in the same ballpark as Nelson for the time being. He also indicated that Appomattox was doing well. He pointed out that Clarke County was struggling.

### c. Revenues, Expenditures, Budgets, and CIP

Mr. Wilson reviewed Revenues in the proposed financial policy and he showed a pie chart of what made up the County's revenues as of the FY2023 audit.

## Revenues as a % of Total - FY 2023 Actuals



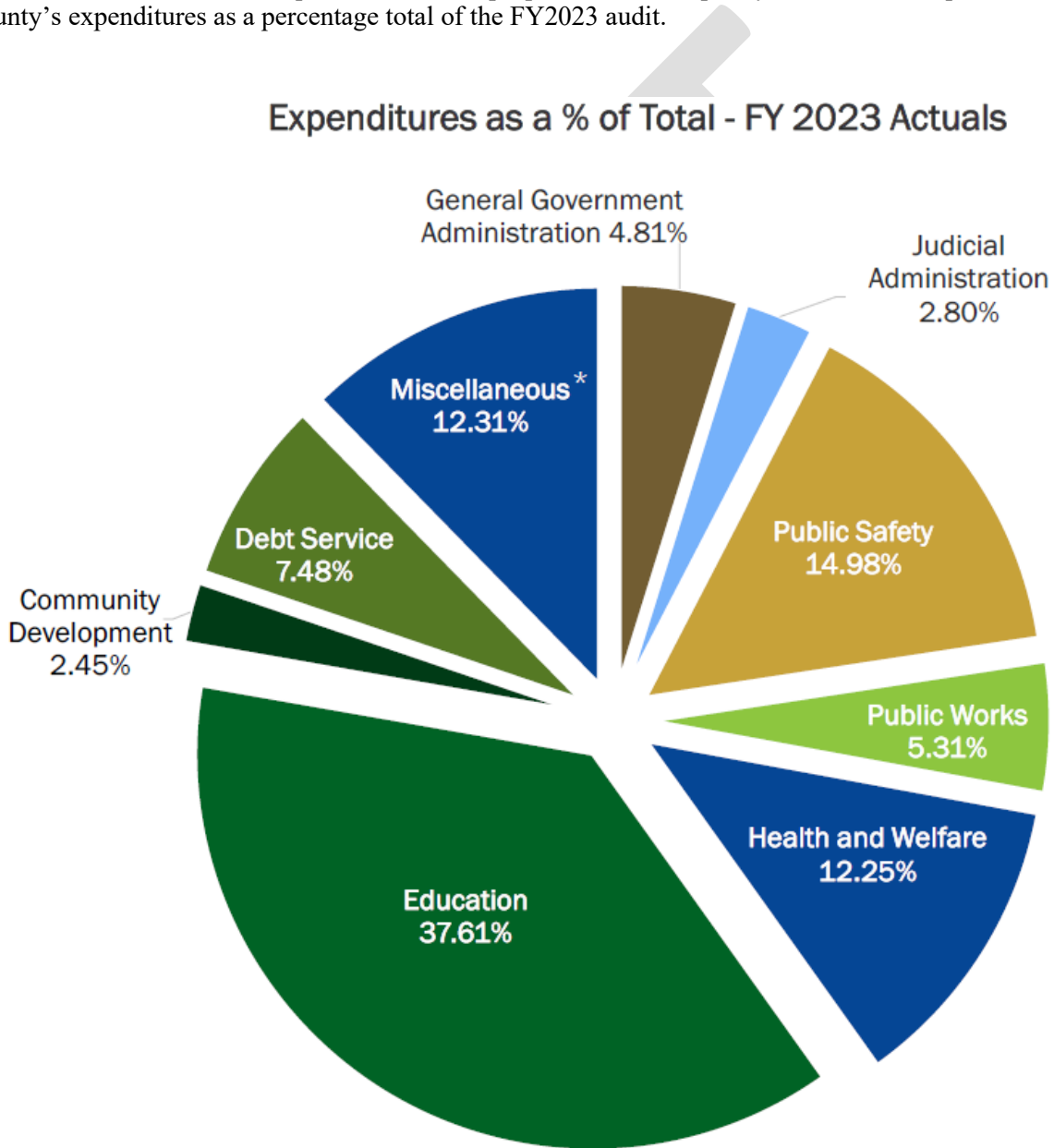
Mr. Wilson explained that the concepts they had included in the Revenues section of the Financial Policy included trying to get a diversified mix of revenues as much as they could. He noted that a significant portion of the County's revenues came from property taxes. He suggested that to the extent possible, fees and charges shall be structured in order to recover the full costs. He noted that the County's revenue estimates for the budget should be set at realistic and attainable levels. He stressed that the County did not want to overestimate revenues.

Mr. Wilson explained that the County should limit the use of one-time revenues to one-time expenditures such as non-recurring capital projects. He noted that they did not want to be in the habit of using fund balance or one-time dollars to cover recurring expenditures, because they would get to a point in the future where they would not be able to cover the cost and they would then have to come up with new revenues or cut services. Mr. Kooch provided an example of a local government they were working with that had gotten behind on their budgets and it had become structurally unbalanced. He explained that part of the issue was they had not kept up with the non-General Fund things like their appropriation to the School Board. He noted that the local government then had to dip into the Fund Balance to provide the School Board with the

additional funds, and it was technically for salaries on the School Board side, so it caused them to get behind.

Mr. Wilson indicated that New Kent County received one-time funds from the horse track at Colonial Downs. He explained that New Kent made a planned effort to only use those funds for capital, because they do not know how long they will receive those revenues and they do not want to count on those funds just in case they are turned off. Mr. Wilson also referenced solar revenues received by localities and noted that they were also good for non-recurring expenditures.

Mr. Wilson then discussed Expenditures in the proposed financial policy. He showed a pie chart of the County's expenditures as a percentage total of the FY2023 audit.



Mr. Wilson reiterated that ongoing expenditures would be paid from recurring resources. He also indicated that the policy would have the County fund one-time expenditures with an offsetting revenue or from an established and adequately funded capital reserve fund. He noted that the County would want to make sure they were evaluating expenditures through the years to make sure they could be as efficient as possible with those. Mr. Wilson explained that he was reviewing the big picture concepts from the policy, but there was much more detail in actual policy document. He noted that these were things they could point to in the future as goals that the County was trying to meet, and they could help guide the County in decision making.

Mr. Wilson then discussed the Budgets section of the policy. He stressed that balancing budgets was a very strong practice and something that rating agencies and lenders looked at. He explained that the Budgets section of the policy also discussed specific practices. He noted the policy discussed how the budget was structured, and to get in writing how the budget works so that going forward if there were changes to staff or the Board, there would be a document to explain the budget process. Mr. Wilson reiterated the use of one-time revenues and one-time expenditure savings for non-recurring expenditures.

Mr. Wilson reviewed the Capital Improvement Program portion of the policy. He explained that it was a good practice to build out a five-year Capital Improvement Plan. He noted that the County was thinking about Capital projects in regards to the Social Services Building, the Schools and the potential development of the Larkin property. He explained that the five-year plan was not something that was set in stone, but it would provide a document to indicate what the County was planning for the future so that they could determine what needed to be done in regards to the budget to be able to complete the projects. Mr. Kooch indicated that the plan would help them to ensure that as they take on projects, they are following along with the policies as it relates to debt. Mr. Wilson noted that the Capital Improvement Plan was a five-year plan, and the Capital Budget was the first year of that Capital Improvement Plan that would be adopted as part of the budget. He explained that the plan was not committing the County to doing the projects in the plan, it just helped keep them on the radar.

Mr. Reed noted that one of their biggest expenses were vehicles for Fire and Rescue, the Sheriff's Office and School buses. He commented that those expenses were not part of Capital Improvement Plans, and as a result, when looking at budgets, if they are not replaced for long periods of time, they became very large expenditures. He noted that it was similar to a capital expenditure. Mr. Wilson indicated that it would be up to the County on how they wanted to structure it. He noted that Davenport had generally said that the Capital Improvement Plan would not include general routine annual maintenance, which if they were keeping up with the purchases of new vehicles, those would be part of annual maintenance since they had to buy new vehicles almost every year. He suggested that if they got to the point where they needed to purchase a lot of vehicles, it may make sense to build them in. Mr. Reed commented that the last two (2) school buses they purchased were solar because the Schools received grants for them. He noted that it had been many years since the County had purchased a school bus and now the needs were increasing. He asked if the County were to increase the solar fleet and charging stations, whether that could be considered a capital improvement. Mr. Wilson and Mr. Kooch both agreed that could be a capital improvement. Mr. Kooch explained that if they needed to replace a lot of buses or vehicles, they could map it out in a Capital Improvement Plan. He noted that if they needed to use equipment financing for the vehicles, that would impact the operational budget because it would result in a payment that they would work in and repay out of the operating side.

Mr. Reed commented that solar buses decreased the maintenance needed significantly. Mr. Kooch noted something to think about was whether they would need more solar buses because they did not have the range that a diesel bus had. Mr. Kooch indicated that building in all of the needs, along with the equipment cycle into the Capital Improvement Plan, would help them factor in whether any equipment financing would be factored into the operating budget. Mr. Wilson explained that the purpose of the Capital Improvement Plan was to have a conversation and put together a plan that allows the County to move forward and make



decisions. Ms. McGarry noted that the Capital Improvement Plan would be reviewed annually as part of the budget process, so it was a fluid document. Mr. Wilson suggested that when the departments submitted their budget requests for operations, they should also submit their capital needs. He explained that it was not meant to be a wish list, it was what they felt was reasonable to do in the next five (5) years. Ms. McGarry indicated that they currently had the departments submit their capital needs, and that was something they would continue to do. She noted that going into this year, they would compile everyone's lists into one document where they could narrow it down to what would actually be programmed into the five-year Capital Improvement Plan (CIP) based on the Board's priorities.

d. Debt and Debt Capacity Update

Mr. Wilson reviewed the Debt section of the financial policy. He noted that the policy would not say whether or not the County needed to issue debt, but it would give guidance on when it may make sense to issue debt and what levels of debt would be reasonable for the County. He reiterated that it would provide financial policy guidelines but they were not things that would prevent them from doing anything. He noted the guidelines for debt indicated that Revenue Anticipation Notes (RANs) were not intended to be used. He indicated that there were cases where the County may use short term financing like they had done in the past few years with Bond Anticipation Notes (BANs), or lines of credit, when they expect to issue long term bonds or obtain large one-time funds in the future. He noted that the policy also included guidelines for lease purchase and master lease obligations. He noted that the policy also recommended the use of long-term borrowing for major capital improvements and long-lived equipment only. Mr. Wilson noted that the policy also touched on Public Private partnerships, and how the County might be able to leverage those for other projects. He indicated that the guidelines also stated that the County would follow the law.

Mr. Wilson reviewed the following three (3) new policies that he noted should help guide decisions in the future and could be applied to the work that they had been doing with the County's Debt Capacity and Affordability:

- Tax-Supported Debt as a percentage of Total Assessed Value of Taxable Property should not exceed 3.5%.
  - o Note: this policy includes an exception for any debt that is repaid from dedicated and restricted funding sources, such as a potential Local Sales Tax specifically enacted for School capital and debt service.
- Tax-Supported Debt Service as a percentage of Total Operating Expenditures should not exceed 10-12%; and
- Tax-Supported Debt Service and Fixed Costs as a percentage of Total Operating Expenditures should not exceed 17%.

Mr. Wilson stated that all Debt Ratio Policies were intended to be reviewed at least annually and at such time as a new debt issuance being considered for approval by the Board of Supervisors.

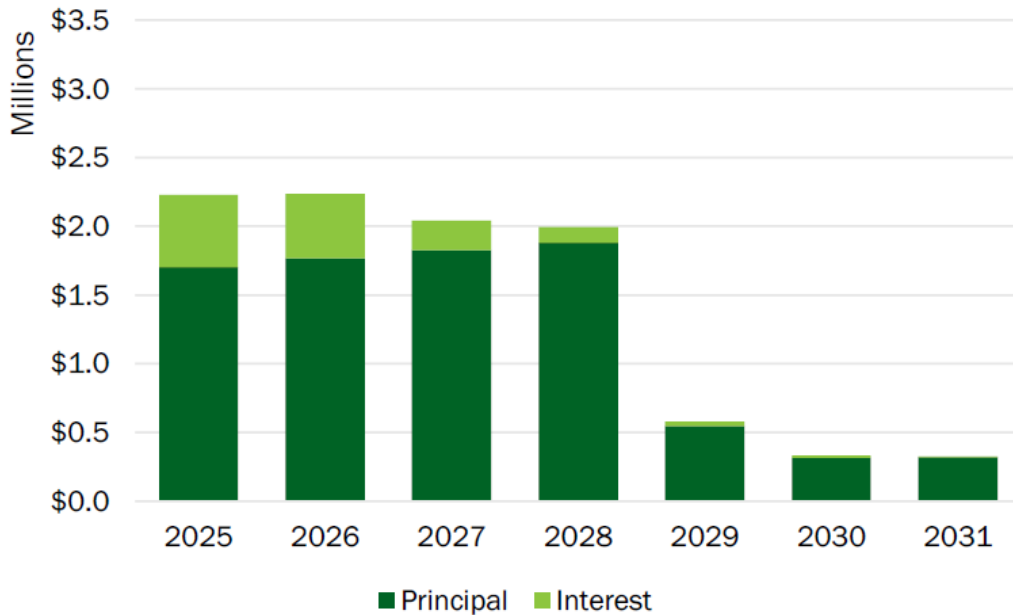
Mr. Wilson reported that as of June 30, 2024, the County had about \$8.3 million in debt outstanding. He noted that the debt payments declined after 2028 as represented in the graphics below:

## Tax-Supported Debt Service

FY	Principal	Interest	Total
<b>Total</b>	<b>\$ 8,354,000</b>	<b>\$ 1,380,866</b>	<b>\$ 9,734,866</b>
2025	1,702,000	526,246	2,228,246
2026	1,767,000	469,311	2,236,311
2027	1,826,000	215,944	2,041,944
2028	1,879,000	116,584	1,995,584
2029	545,000	32,859	577,859
2030	315,000	14,922	329,922
2031	320,000	5,000	325,000

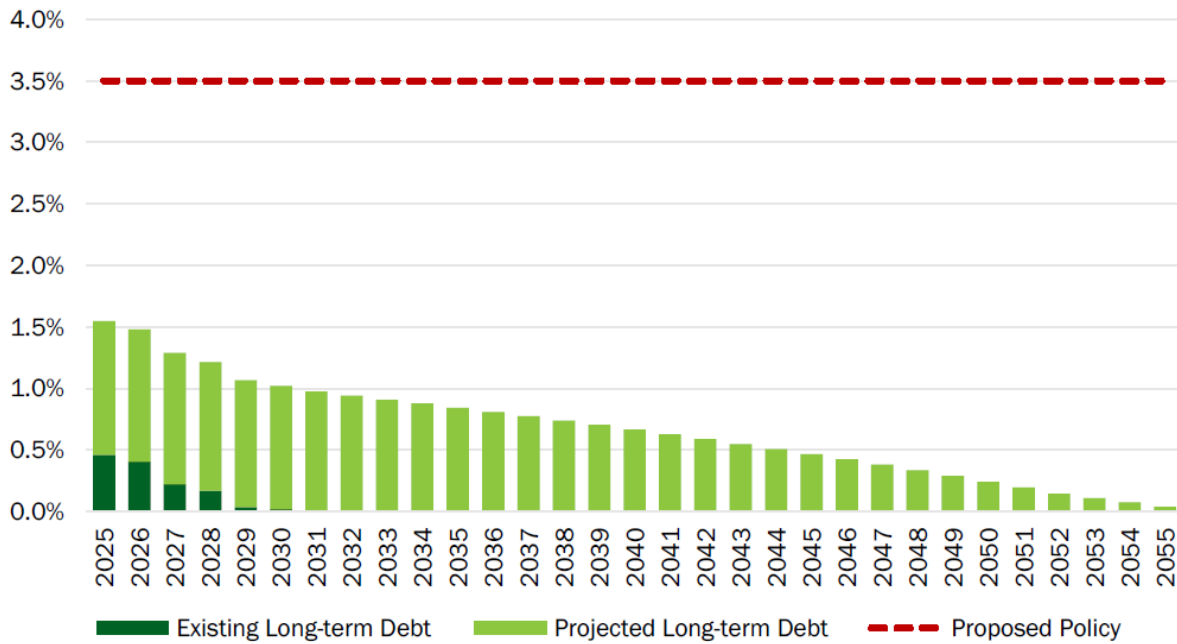
Note: the table above and graph to the right include the interest on the 2022 and 2024 Lines of Credit.

## Tax-Supported Debt Service



Mr. Wilson noted that the County had entered into a few lines of credit in last few years, one for the land purchase and then more recently the School renovation project and the Social Services building. He indicated that those were outstanding and would have to be repaid eventually with long-term debt. Mr. Wilson then showed a graph related to the Debt vs. Assessed Value policy.

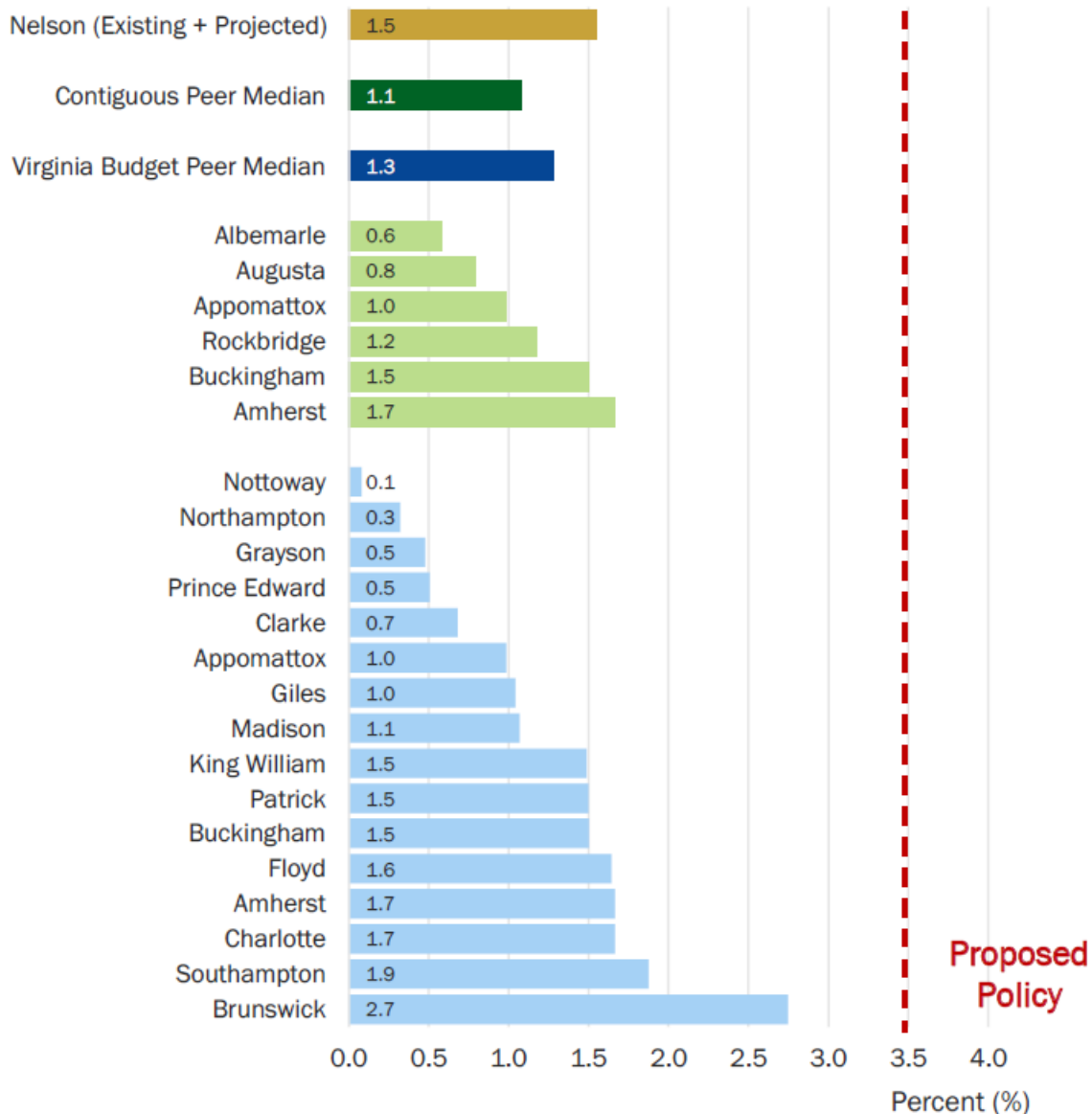
## Debt vs. Assessed Value



He explained that the dark green color was the County's existing debt and then layered in light green was the \$35.1 million in projects that had been discussed before – the land purchase, the Social Services building, and the School renovation project. He indicated that even with all of that included, the County was still at about 1.5 percent of assessed value. He noted that after \$35.1 million, the County would still have the capacity to fund approximately \$64.3 million of additional debt. Mr. Rutherford asked if that considered the regional jail project. Mr. Wilson indicated that the regional jail was not accounted for. Mr. Kooch explained that with the regional jail, that debt was not directly allocated to the County, the County was paying a per diem based on the Service Agreement. Ms. McGarry indicated that they still needed to be cognizant of the County's responsibility.

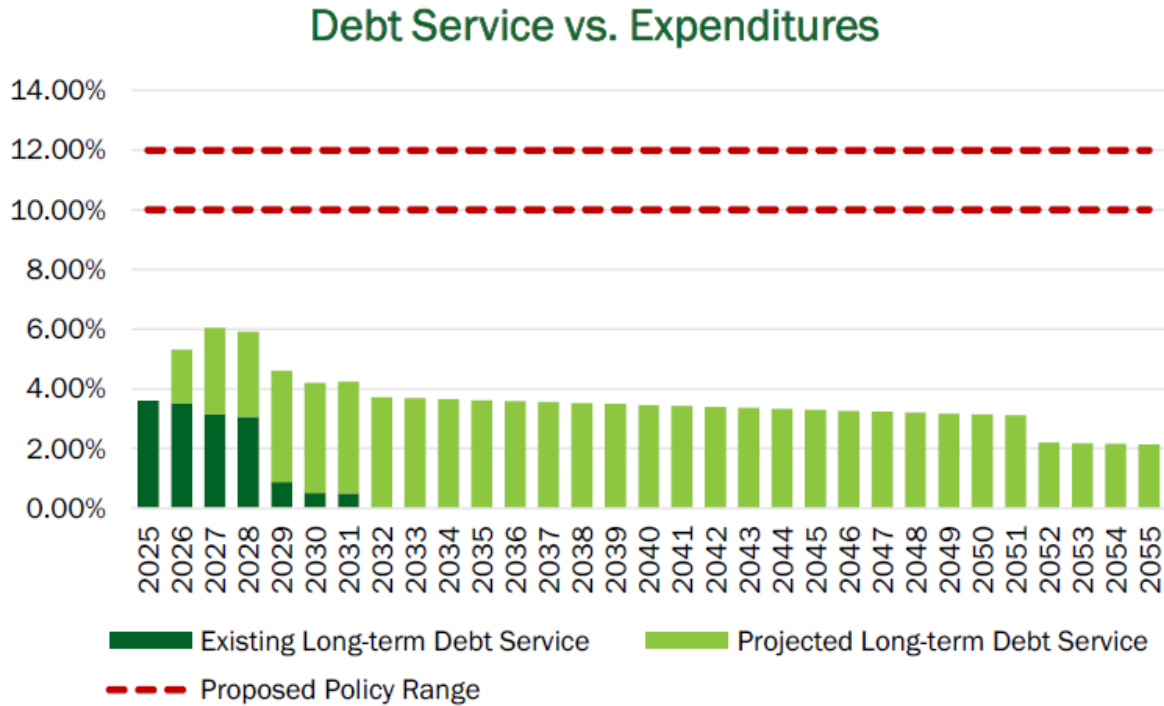
Mr. Wilson showed a Tax-Supported Debt to Assessed Value Peer Comparative. He noted that all of the included localities were below the 3.5 percent of assessed value. He indicated that there were localities in Virginia that exceeded that 3.5 percent limit.

## Tax-Supported Debt to Assessed Value Peer Comparative



Mr. Wilson showed that even with the existing and projected debt, the County was at 1.5 percent of assessed value and that put them in the range of the medians of the two comparison groups that they were looking at. He explained that S&P, one of the rating agencies, provided guidance related to the Debt vs. Assessed Value metric and S&P said that as long as a locality was below three (3) percent, they considered them to be strong. He commented that a negative adjustment only happened when they were close to 10 percent.

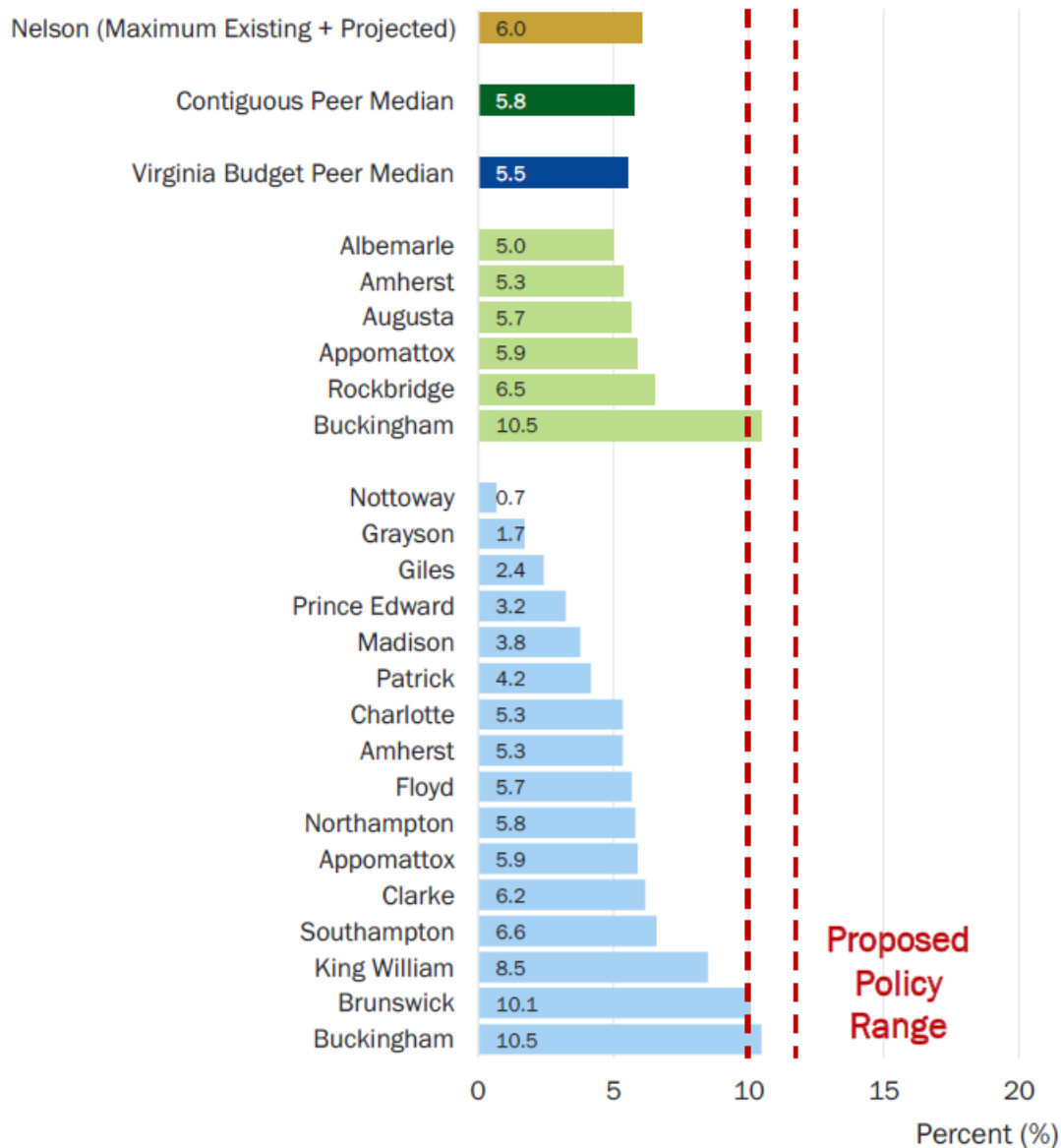
Mr. Wilson then discussed the Debt Service vs. Expenditure ratio. He explained that the ratio measured how much of the annual budget was being spent to pay for annual debt. He reported that the County's current level of debt service was just below four (4) percent. He noted that Davenport was proposing a policy range of 10 to 12 percent. He showed on a graph that even when they layered on the debt for the assumed \$35.1 million, the County still had a range of \$30 million to \$45 million of additional debt that could be issued. He noted that range was dependent on the actual payments for the debt.



Ms. McGarry asked if the extra capacity that Davenport was talking about was within the proposed maximum. Mr. Kooch and Mr. Wilson confirmed that it was. Ms. McGarry noted that amount was not necessarily what the County could afford. Mr. Wilson confirmed that Ms. McGarry was correct, he noted that level did not address whether or not the County had the funds to set aside to actually make those payments. Mr. Kooch noted that what Ms. McGarry was referring to was the Debt Affordability, which asked whether the debt fit within the budget and whether the County had the resources to repay it. He explained that Debt Capacity was more of a theoretical calculation that was looked at from a financial practice standpoint. Mr. Wilson indicated that the \$35.1 million took the County to six (6) percent, which was still below the 10 percent level.

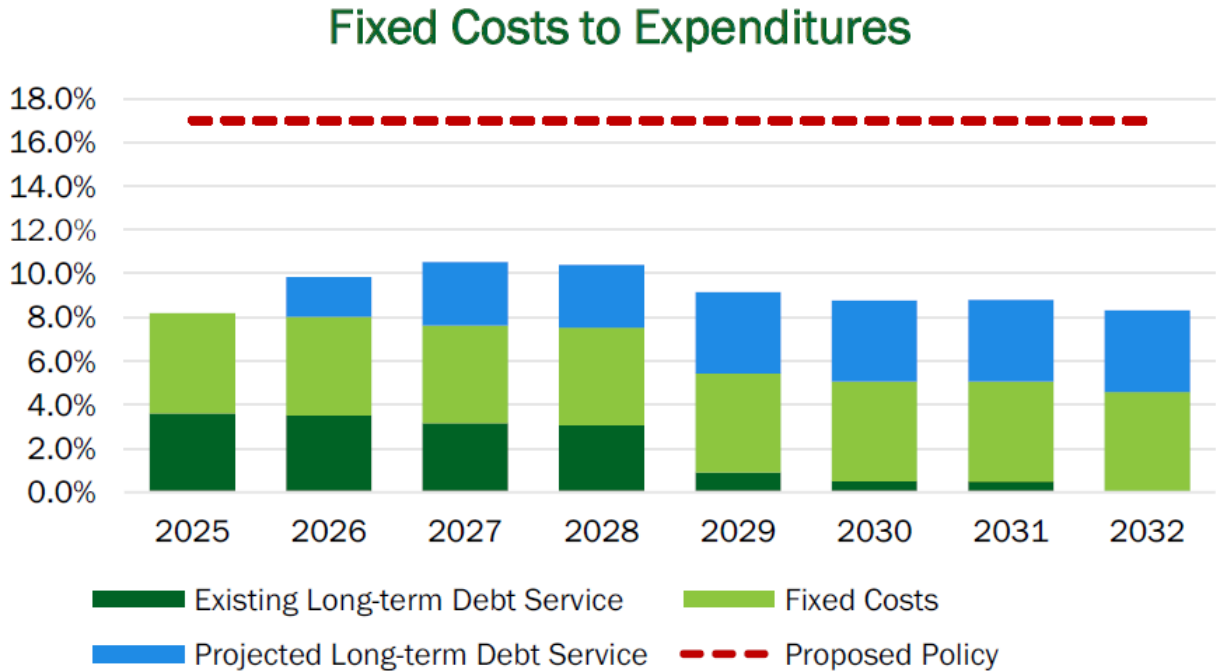
Mr. Wilson reviewed the Debt Service vs. Expenditures Peer Comparative.

## Debt Service vs. Expenditures Peer Comparative



Mr. Wilson pointed out that Buckingham was above the 10 percent level. He noted that most of the other localities were below the 10 percent level. He indicated that some of the County's peers could be issuing debt very soon, particularly those with low debt ratios. He commented that low numbers were good, but it did not necessarily mean that the locality was in a good situation. Mr. Wilson noted that the six (6) percent level after the \$35.1 million was still very much in line with the median levels. He indicated that S&P still considered under 15 percent to be a strong rating. Mr. Kooch noted that rating agencies looked at more on a national basis, and they may say that the County's debt levels are higher than the national medians. He explained that in Virginia, local governments had to fund schools. He noted that in most of the states in the national medians did not have to fund schools, because the school districts had taxing power and the school districts issued the debt. He noted that in Virginia, they were in a situation where the localities were issuing debt for the schools, so the debt ratios and the taxes had to cover that.

Mr. Wilson then reviewed the Fixed Costs to Expenditures ratio. He showed the Counties ratios on a graph to include years 2025 to 2032.



He explained the graph, noting that the County's existing Long-Term Debt Service was shown in the dark green; the light green represented the County's fixed costs. He noted that the graph showed where the County ended up with the policy of 17 percent. He indicated that even with the projected debt, the County would be looking at a little of 10 percent.

Mr. Wilson indicated that no significant changes were made to the Debt Capacity and Affordability Analysis. He noted that the County still in good shape with respect to the analysis.

Mr. Reed noted that the Debt Service Analysis was based on Revenue. He asked how the County's real property ownership could have leverage in terms of Debt Capacity for the County. Mr. Wilson noted he was unsure, he indicated that the biggest factor was the ability to repay the debt. Mr. Reed noted that for an individual looking to borrow money, the fact that their home mortgage was paid off would be valuable in being able to borrow money. He asked if that also worked for the County. Mr. Kooch explained that it did, but they also balanced out the Reserves and the ability to maintain a level of Fund Balance. He noted that using an element of debt helped preserve some of the fund balance, and helped preserve interest earnings on funds. He indicated that it also fit within their affordability and was an appropriate use of debt as a vehicle to spread those costs over time. Mr. Wilson noted that the County did have assets that could be used as collateral, and that did help, but the banks would be looking at the County's ability to make those payments.

Mr. Reed asked when applying for debt if there was a place for the County to list its capital assets, similar to when individuals borrowed money. Mr. Wilson noted that capital assets were included in the County's audit. Mr. Kooch noted capital assets are looked at, but what generally was more important were the

County's absolute debt levels, as well as reserve and cash levels. He explained that debt implied liabilities and future payments.

Mr. Wilson noted that Moody's was one of the rating agencies. He explained that Moody's had a scorecard where they looked at the County's economy, finances and other metrics. He noted that each category is scored and they weigh all the scores to determine a final score. Mr. Wilson explained that one of the calculations that would cause adjustments to the score was the capital assets ratio. He noted that the ratio was capital assets versus the depreciation on the balance sheet. He explained that Moody's perspective was, if all assets were fully depreciated, there would probably be some needed maintenance.

e. Financial Reporting and Economic Development

Mr. Wilson noted that the document did provide a little information about financial reporting, the standards that the County maintains, and formalizing those practices. He indicated that the last section discussed Economic Development and provided framework in the event that the County had a large project come along and they needed to make sure that it was economically feasible. Mr. Kooch noted that the policy stated that prior to financial commitments, the County would evaluate the revenues and benefits to the County before any ask is fulfilled.

Ms. McGarry noted that in the past, the County had provided tax incentives as well as other incentives to businesses that were getting started in the County. She indicated that one of the County's major breweries was provided tax incentives. Mr. Kooch noted that a tax incentive could be less of a financial impact than the County providing millions of dollars to help a business get started.

f. Investment Management (Potential Future Policy)

Mr. Kooch reported that the last section discussed Potential Investment Management Policies. He explained that these investment management policies were designed to, in conjunction with the Treasurer, conform to the Investment Public Funds Act. He noted that the policy applied to the investment of the financial assets and funds held by the County inclusive of the investment of Bond Proceeds, Debt Service Funds, and Debt Service Reserve Funds. He indicated that the overall guidance included safety, liquidity and yield. He explained that it was the policy of the County to invest public funds that would safely preserve principal, provide adequate liquidity to meet the County's cash flow needs, and lastly, optimize returns while conforming to all federal, state and local statutes governing the investment of public funds.

Mr. Kooch introduced the subject of a potential Investment Management Committee for the County, which would consist of one (1) to two (2) members of the Board of Supervisors, the County's Treasurer and the County Administrator. He noted that Davenport had provided some investment management policies regarding the selection of investments. He indicated that the selection of investments was ultimately the Treasurer's responsibility.

Mr. Kooch noted that authorized investments for public funds were set forth in the "Investment of Public Funds Act" of the Code of Virginia. He indicated that the "Investment of Public Funds Act" was very broad and there were some things included in there that the County did not want to have their governmental funds invested in. He recommended that the County limit the investment of assets to the following categories of securities:



Type	Maximum
U.S. Treasury Securities and Agencies	100%
Bankers Acceptance	40%
Negotiable CD's and Bank Deposit Notes	40%
Non-Negotiable Certificates of Deposits	40%
Insured Certificates of Deposits	40%
Commercial Paper	25%
Repurchase Agreements	30%
Mutual Funds	30%
Collateralized Deposit Account	30%
Corporate Notes	5%

Mr. Kooch noted that pooled and statewide investment programs such as LGIP (Local Government Investment Pool), SNAP (Virginia State Non-Arbitrage Program, and the VML/VACo investment pools, were considered broadly diversified and not subject to limitation. He indicated that the County could invest everything in LGIP if they wanted to. He explained that LGIP was a short-term investment vehicle that was currently earning very well. He noted that as the Fed cuts rates, it would start to come down. He indicated that investment management overall was probably a combination of short-term programs along with elements of CD's, treasuries and agencies. He noted that as investment rates come down, it may be beneficial to put money in a treasury that is two (2) years in duration. Mr. Kooch explained that wanted to introduce the investment concepts and then work with the Treasurer to determine how this would fit into the Treasurer's objectives also. Dr. Ligon noted that she wanted to be the Board member on the investment committee.

Mr. Kooch reviewed the next steps:

- Discuss and receive feedback from the County Board on additional revisions to the Proposed Financial Policy Guidelines.
- Revise the Proposed Financial Policy Guidelines for further consideration by the County Board and staff.
- Present the updated document to the County Board for consideration of adoption.
- Work with County staff to implement any new processes established in the Proposed Financial Policy Guidelines.
- Further develop the Potential Investment Management Policies with the Treasurer and County staff for future consideration of adoption by the Board.

Dr. Ligon asked whether Davenport had an expert on the Local Composite Index (LCI), or if they knew someone in Virginia that could educate the Board on where they County has gone wrong. She noted that the County was in rough shape when it came to the LCI. Mr. Kooch suggested that the best source on the Composite Index was the Department of Education (DOE) as they governed the Composite Index. He noted that one of the negative attributes of the LCI was that it skewed a lot of local governments the wrong

way. He commented that Nelson's composite index was high and noted that was a function of the County's real estate tax base. He indicated that was the negative side in how the formula worked. He noted that the State looks at the LCI formula and says that Nelson County's tax base looks very strong relative to others, which disadvantages the County. He provided the example of Richmond which has some of the highest poverty levels, but because of the tax base their LCI is really high, which causes their school divisions to be stressed. He noted that poverty levels were not taken into consideration with the Composite Index. Mr. Kooch indicated that he would be glad to reach out to the DOE to coordinate a conference call. Dr. Ligon commented that if they were looking at the School budget as a tax on the County, they were tax poor. She noted that the County was putting so much money towards the Schools, that there were projects that they could not fund.

Mr. Reed referenced the JLARC study and noted that this year, they already had committees working on it. He indicated that it was one of the top priorities going on in Richmond. Mr. Parr reported that the LCI for Nelson went from .56 to .66. Mr. Reed noted that he was on the VACo Education Committee, and if the other Board members were unable to go to Richmond, he could try and relay comments. Mr. Kooch noted the best approach was talking to legislators. He stated that the LCI was skewing rural local governments quite a bit. He indicated that depending on how low a locality's LCI was, they could borrow money from the Commonwealth. Ms. McGarry indicated that the Schools were also communicating with legislators regarding the LCI.

**V. LUNCH (Working if Needed)**

The Board took a recess for lunch.

**VI. BOARD GOALS FOR THE NEXT YEAR USING COMPREHENSIVE PLAN IMPLEMENTATION MATRIX – SHORT, ONGOING, OR SHORT/MID PRIORITIES**

- A. Rank Identified Focus Areas
- B. Ways to Achieve Progress-Strategies

The Board set goals for the next year using the Comprehensive Plan Implementation Matrix. Ms. McGarry provided instruction for the Board to complete a ranking exercise to determine focus areas in order of priority. She noted that they were only looking at focus areas not related to zoning or subdivisions as they would be taken care of during the ordinance updates. The Board put focus areas in order of priority and then identified strategy priorities for each focus area.

**VII. 15 MINUTE BREAK**

The Board took a brief recess. Dr. Ligon departed at 2:00 p.m.

**VIII. CONTINUATION OF ITEM VI.**

The Board ranked the focus areas and associated strategies as included below:

**NELSON 2042 FOCUS AREA (NON-ZONING/LAND USE) & STRATEGY PRIORITIES  
SHORT-TERM (S), ONGOING (O), MID-TERM (M)  
ESTABLISHED SEPTEMBER 19, 2024**

**#1 PRIORITY (12 VOTES)**

***Focus Area: Improve Infrastructure to Support Sustainable Growth and Development***

(CH 8 – Serving the Community)

- Strategy Priority 1: 8.16 - Continue to work with regional partners to upgrade and develop necessary infrastructure to meet the county's long term water supply demand **(O)**
- Strategy Priority 2: 8.25 - Support expansion of cellular service quality and availability through cooperation with cellular providers. Evaluate the need for planning and zoning changes to improve service **(S)**

**#2 PRIORITIES (8 VOTES)**

***Focus Area: Bolster and Promote Economic Growth***

(CH 7 – Creating a Resilient Economy)

- Strategy Priority 1: **Addition**: Support and Work with local Economic Development Authority to identify and attract new business opportunities to appropriate areas of the County **(O)**

**Designated EDA Strategies:**

- Strategy Priority 2: 7.17 Continue to support place-making and wayfinding in the village areas, grant opportunities for village branding and identity, and establish village mixed use to incentivize infill and development **(S)**
- Strategy Priority 3: 7.19 Support Regional economic development partners that provide local business support services **(O)**
- Strategy Priority 4: 7.20 Work with TJPDC to implement recommendations from the regional Comprehensive Economic Development Strategy **(O)**

***Focus Area: Protect and Improve the Existing Housing Stock***

(CH 5 – Creating Livable Communities)

- Strategy Priority 1: 5.3 - Promote grant programs, provide incentives and partner with NCCDF, Habitat for Humanity, and other local organizations and businesses that facilitate investments in maintenance and rehabilitation of existing housing – as well as TJPDC septic and SERCAP **(O)**
- Strategy Priority 2: 5.1 - Maintain an inventory of all short-term rentals in order to track and better understand costs and benefits **(S/O)**

**#3 PRIORITIES (7 VOTES)**

***Focus Area: Protect the Natural Environment***

(CH 6 – Protecting Natural & Cultural Resources)

- Strategy Priority 1: 6.12 - Explore opportunities for an incentive program to utilize

existing recycling and compost facilities. Focus on education and outreach, continue to support and make better use of re-use sheds **(O)**

- Strategy Priority 2: 6.11 - Support scenic river and blue-way designations for local waterways **(S/O)**

***Focus Area: Preserve Rural Character and Heritage***

(CH 6 – Protecting Natural & Cultural Resources)

- Strategy Priority 1: 6.17 Protect agricultural and forested landscapes from development through tools such as conservation easements, ag and forestall districts, use-value assessments, and purchase of development rights program **(O)**
- Strategy Priority 2: 6.21 Encourage assessment of unlisted historic sites for inclusion on the VA Landmarks Register and/or National Register of Historic Places **(S/O)**
- Strategy Priority 3: 6.22 Work with local partners such as the NC Historical Society to identify, protect, and celebrate historic and culturally significant properties **(O)**

***Focus Area: Diversify and Improve Local Industry***

(CH 7 – Creating a Resilient Economy)

- Strategy Priority 1: 7.11 - Support organizations and initiatives that provide agricultural assistance, community education, marketing strategies, information on agricultural support businesses, and alternative agricultural uses **(O)**
- Strategy Priority 2: 7.9 - Support expansion and diversification in the agricultural and forestry industries while maintaining and encouraging environmentally sustainable practices **(O)**
- Strategy Priority 3: 7.12 - Assess local permitting, licensing, and fees for agricultural producers and streamline processes where practical to remove unnecessary procedural barriers **(O)**

***Focus Area: Coordinate Land Use & Transportation***

(CH 4 Connecting People & Places)

- Strategy Priority 1: 4.19 - Facilitate the creation of area plans that identify transportation improvements in County towns and villages, such as Lovington and Nellysford **(S/M)**
- Strategy Priority 2: 4.18 - Facilitate the study of potential village and areas for designations as Urban Development Areas **(S)**

**#4 PRIORITIES (6 VOTES)**

***Focus Area: Maintain & Improve Existing Road Network***

(CH 4 Connecting People & Places)

- Strategy Priority 1: 4.2 - Conduct traffic safety and speed studies throughout the County as necessary, based on an analysis of existing traffic volume and crash statistics. Work with VDOT to address priority traffic safety issues, such as a reduction of speed limits **(S/M)**

- Strategy Priority 2: 4.3 - Work with VDOT to address priority traffic safety issues such as reduction of speed limits, safety improvements at high crash intersections, adequate turn lanes, and reduced tractor-trailer “cut-through” traffic (S)

***Focus Area: Expanding Housing Opportunities***

(CH 5 Creating Livable Communities)

- Strategy Priority 1: 5.8 - Explore County investment in a community land trust that can create more affordable housing options (S)
- Strategy Priority 2: 5.9 - Review related strategies offered in regional housing study “Planning for Affordability: A Regional Approach” by TJPDC (O)
- Strategy Priority 3: 5.7 - Work with developers, non-profit agencies, and community groups to preserve and increase the supply of obtainable housing (O)

***Focus Area: Plan for Resiliency and Sustainability***

(CH 6 Protecting Natural & Cultural Resources)

- Strategy Priority 1: 6.32 - Assess County-owned buildings to identify opportunities for improving energy efficiency using the EPA’s resources for Energy Efficiency in Government Operations and Facilities, or a similar program (O)
- Strategy Priority 2: 6.26 - Continue to work with regional partners to update and implement the Regional Hazard Mitigation Plan (O)

**#5 PRIORITIES (5 VOTES)**

***Focus Area: Enhance Effectiveness and Transparency of County Government***

(CH 8 – Serving the Community)

- Strategy Priority 1: 8.1 - Expand and improve external government communications to increase transparency and public participation across all demographics through the use of resources such as County websites and social media (S/O)
- Strategy Priority 2: 8.15 - Where possible, provide County information, services, and programs in both Spanish and English languages (O)

***Focus Area: Support and Cultivate Today’s Workforce***

(CH 7 Creating a Resilient Economy)

- Strategy Priority 1: 7.2 - Support NC Public Schools and regional partners in coordinating and enhancing workforce training programs, sponsorships, incentives, and financial support (O)
- Strategy Priority 2: 7.6 - Promote and support community centers as hubs for education and economic development (O)

**#6 PRIORITIES (4 VOTES)**

***Focus Area: Protect Rural Character & Environment***

(CH 3 – Shaping Community Character)

- Strategy Priority 1: 3.8 – Encourage revitalization, repurposing, and rehabilitation of existing structures by promoting available resources, such as grants and tax credits; pursuing funding to support such efforts (O)
- Strategy Priority 2: 3.7 - Identify opportunities to connect neighborhoods and development through sidewalks, shared use paths, and trails (S)

**#7 PRIORITIES (3 VOTES)**

***Focus Area: Invest in Alternative Transportation***

(CH 4 – Connecting People & Places)

- Strategy Priority 1: 4.11 - Install EV charging stations at County-owned properties such as administrative offices, schools, and libraries (S/M)
- Strategy Priority 2: 4.13 - Work with community organizations to help facilitate the installation of EV charging stations in the County (S/M)

***Focus Area: Provide Quality Services that Improve Community Livability***

(CH 8 – Serving the Community)

- Strategy Priority 1: 8.31 - Investigate and pursue options to create a centralized County-owned recreational facility to offer athletic fields, aquatic recreation, and exercise opportunities to the community (S)
- Strategy Priority 2: 8.35 - Create a joint public-private partnership with NC community centers to facilitate coordination between different organizations, increase programming, and connect residents with their services (S/O)
- Strategy Priority 3: 8.36 - Promote the use of school buildings, community centers, long-term care facilities, and multi-use facilities for citizens year-round (S/O)

**#8 PRIORITIES (2 VOTES)**

***Focus Area: Support Livable Communities***

(CH 5 – Creating Livable Communities)

- Strategy Priority 1: 5.17 - Consider conducting a neighborhood study for the village of Lovingsston to identify community-based preservation, revitalization, and neighborhood improvement strategies. Pursue grant funding as appropriate to implement study recommendations (S)
- Strategy Priority 2: 5.11 - Target housing near the County's existing growth areas where public utilities are available with a range of housing types and densities (O)
- Strategy Priority 3: 5.13 - In partnership with NCSA, create a water master plan for the County that includes current maximum build out and considers possible expansion of public water and sewer systems to support housing goals and objectives (S)

**X. WRAP-UP**

Ms. Staton reviewed the priority order of the focus areas.

**XI. OTHER BUSINESS (AS MAY BE PRESENTED)**

The Board had no other business to discuss.

**XII. ADJOURNMENT**

At 3:15 p.m., Mr. Rutherford moved to adjourn the meeting. Mr. Reed seconded the motion. There being no further discussion, Supervisors approved the motion by vote of acclamation and the meeting adjourned.

BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
Central DistrictJESSE N. RUTHERFORD  
East DistrictJ. DAVID PARR  
West DistrictDR. JESSICA LIGON  
South DistrictCANDICE W. MCGARRY  
County AdministratorAMANDA B. SPIVEY  
Administrative Assistant/  
Deputy ClerkGRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-13**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET**  
**March 11, 2025**

**I. Appropriation of Funds (General Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 1,787.50	3-100-001901-0032	4-100-031020-3038
\$ 9,404.94	3-100-002404-0017	4-100-021060-3164
\$ 9,354.00	3-100-002404-0017	4-100-021060-3164
\$ 338.00	3-100-002404-0034	4-100-031020-1014
\$ 352.83	3-100-003303-0107	4-100-031020-1013
\$ 2,300.00	3-100-002404-0018	4-100-021010-1009
\$ 112,000.00	3-100-001899-0050	4-100-999000-9905
\$ 271,000.00	3-100-004105-0101	4-100-012100-3002
<b>\$ 406,537.27</b>		

**II. Supplemental Appropriation of Funds (School Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 154,000.00	3-205-002402-0076	4-205-068000-9306
<b>\$ 154,000.00</b>		

**III. Appropriation of Funds (Piney River Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 25,000.00	3-501-004105-0001	4-501-042040-5407
<b>\$ 25,000.00</b>		

**IV. Transfer of Funds (General Fund Contingency)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 2,500.00	4-100-999000-9905	4-100-091030-5622
\$ 25,000.00	4-100-999000-9901	4-100-093100-9207
<b>\$ 27,500.00</b>		

**V. Transfer of Funds (Capital Fund)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 419,730.00	4-110-999000-9903	4-110-094200-8390
\$ 355,297.00	4-110-094200-8320	4-110-094200-8390
\$ 4,652.50	4-110-094200-8320	4-110-094200-8390
<b>\$ 779,679.50</b>		

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



## **EXPLANATION OF BUDGET AMENDMENT**

- I. Appropriations are the addition of unbudgeted funds received or held by the County for use within the current fiscal year budget. These funds increase the budget bottom line. The General Fund Appropriations of \$135,537.27 include requests of (1) \$942.50 and \$845.00 appropriations totaling \$1,787.50 requested for Sheriff's FY25 UVA MOU Special Events Overtime funding for January 2025; (2)(3) \$18,758.94 appropriation requests for FY25 Circuit Court Records Preservation (CCRP) Grant funds awarded in FY25; (4) \$338.00 appropriation request for Sheriff's Temporary Detention Order & Emergency Custody Order (TDO & ECO) transport funding for January 2025; (5) \$352.83 appropriation requested for Sheriff's DEA Task Force Grant funding for January 2025; (6) \$2,300.00 appropriation requested for Commonwealth Juror Reimbursement revenue received in March 2025; (7) \$112,000.00 appropriation requested for the Wild Rose Solar Project siting agreement payment received in February 2025; and (8) \$271,000 appropriation requested for Reassessment Reserve funds to be used for paying 2026 Reassessment expenses from Wampler Eanes. *The total appropriation request for this period is below the 1% of expenditure budget limit of \$765,227.92 for March. Of the total appropriations this month, \$112,000.00 (Item 7) of funds are being added to Non-Recurring Contingency.***
- II. Appropriated School funds are the addition of unbudgeted funds received by the Schools for use within the current fiscal year budget. These funds increase the budget bottom line. The School Fund Appropriations of \$154,000.00 include (1) \$154,000.00 is requested for State VPSA Technology Grant funds to be received and expended in FY25 for the purchase of Chromebooks for student use in the FY26 school year. *The total appropriation request for this period is below the 1% of expenditure budget limit of \$765,227.92 for March.***
- III. Appropriated Piney River Water/Sewer funds are the addition of unbudgeted funds received or held by the County for use within the current fiscal year budget. These funds increase the budget bottom line. The Piney River Water/Sewer Fund appropriation reflects a request of (1) \$25,000.00 for the unexpected and unbudgeted replacement of maintenance supplies/equipment due to damages done to current inventory caused by severe weather events in FY25. These funds will have to first be transferred from General Fund Recurring Contingency to the Transfer to Piney River Water/Sewer Fund (see item IV). *The total appropriation request for this period is below the 1% of expenditure budget limit of \$765,227.92 for March. After this transfer, the Recurring Contingency balance will be \$562,438.00.***
- IV. Transfers represent funds that are already appropriated in the budget, but are moved from one line item to another. Transfers do not affect the bottom line of the budget. Transfers from General Fund Contingencies in the amount of \$27,500.00 are reflected in (1) \$2,500.00 transfer from **Non-Recurring Contingency** to the Foothills Child Advocacy Center line item for unused FY24 budgeted allocation for use in FY25 and (2) \$25,000.00 transfer from **Recurring Contingency** to the Piney River Water/Sewer Fund for the unexpected and unbudgeted replacement of maintenance supplies/equipment due to damages done to current inventory caused by severe weather events in FY25. These funds are transferred from recurring contingency to the Transfer to Piney River Water/Sewer Fund within the General Fund and then appropriated within the Piney River Water/Sewer Fund (see item III). *Following approval of these expenditures, the balance of Non-Recurring Contingency will be \$572,117.31. This net balance includes the addition in I. and reduction in IV. The balance of Recurring Contingency will be \$562,438.00.***

- V. Transfers represent funds that are already appropriated in the budget, but are moved from one line item to another. Transfers do not affect the bottom line of the budget. Transfers between Capital Fund accounts in the amount of \$779,679.50 are reflected in (1) \$419,730.00 transfer from Capital Reserve (Unallocated) to DSS Bldg-Land Purchase line item to cover the purchase of the site for the planned location of the DSS building; (2) \$355,297.00 transfer from DSS A&E Contract Allowance line to DSS Bldg-Land Purchase line item to cover the purchase of the site for planned location of DSS building; and (3) \$4,652.50 transfer from DSS A&E Contract Allowance line to DSS Bldg-Land Purchase line item to cover cost of title insurance for the property purchase.**

Company No: 001      Account Number: 3100    1901    32      Period:  
Date: 3/04/25      UVA-MOU Special Events OT      Time: 1316  
Budget Amount      Year To Date      Encumbrances      Balance  
\$23,497.50-      \$25,285.00-      \$ .00      \$1,787.50

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Date Source Reference Number PO# Amount Period Description
09242024 CS 1 20240924 $1,625.00-202409 -TREASURER CASH REPORT-
10072024 CS 1 20241007 $1,527.50-202410 -TREASURER CASH REPORT-
10232024 CS 1 20241023 $1,462.50-202410 -TREASURER CASH REPORT-
11082024 CS 1 20241108 $4,972.50-202411 -TREASURER CASH REPORT-
11152024 CS 1 20241115 $3,677.50-202411 -TREASURER CASH REPORT-
11152024 CS 1 20241115 $5.00 202411 -TREASURER CASH REPORT-
11202024 CS 1 20241120 $1,397.50-202411 -TREASURER CASH REPORT-
12122024 CS 1 20241212 $1,105.00-202412 -TREASURER CASH REPORT-
12202024 CS 1 20241220 $2,145.00-202412 -TREASURER CASH REPORT-
01072025 CS 1 20250107 $585.00-202501 -TREASURER CASH REPORT-
01222025 CS 1 20250122 $2,437.50-202501 -TREASURER CASH REPORT-
01312025 CS 1 20250131 $2,567.50-202501 -TREASURER CASH REPORT-
***** G/L Year-To-Date- $23,497.50-

***** Encumbrance-

***** A/P Holding File-

***** P/R Holding File-

***** U/T Holding File-

02072025 CS 1 20250207 $942.50-202502 -TREASURER CASH REPORT-
02202025 CS 1 20250220 $845.00-202502 -TREASURER CASH REPORT-
***** A/R Holding File- $1,787.50-

***** G/L Holding File-

***** S/S Holding File-

***** INV Holding File-

10082024 BS 1 0000424 $1,625.00-202410 FY25 UVA MOU AUGUST 24 05039
11142024 BS 1 0000425 $2,990.00-202411 FY25 UVA MOU 9/24 & 10/2405049
12102024 BS 1 0000428 $10,042.50-202412 FY25 UVA MOU OCT NOV 24 E05061
01162025 BS 1 0000430 $3,835.00-202501 FY25 UVA MOU SPECIAL EVEN05077
02182025 BS 1 0000432 $5,005.00-202502 FY25 SHERIFFS UVA MOU 05090
***** Budget Amount- $23,497.50-

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CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Nelson County

Date of Award: 2/25/2025


Grant #: 2025FY-079

Amount of Grant Award: \$9,404.94

Grant Type: Item Conservation

Amount of Grant Request: \$16,633.74

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

LISA D. BRYANT  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully submitted.



## LIBRARY OF VIRGINIA

**Dennis T. Clark**  
Librarian of Virginia

Feb. 25, 2025

Grant Agreement Number: 2025FY-079

The Honorable Lisa Bryant  
Clerk of the Circuit Court  
Nelson County  
P.O. Box 10  
Lovingston, VA 22949

Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 25<sup>th</sup>, 2025 to consider 140 applications submitted from 105 localities. \$2,000,000 was budgeted for this grant cycle, while grant requests totaled just over \$3,030,000. It is our pleasure to inform you that your Item Conservation grant application to the Virginia Circuit Court Records Preservation Program has been **approved in the reduced amount of \$9,404.94**, due to funding requests for this cycle exceeding the award amount available. The following item(s) have been approved by the Review Board: **Execution Book CC-B, Common Law 1840-1846; Index to Common Law Execution Book CC-B 1840-1846; Index to Wills 1 1808-1927; Marriage Register of Free Persons 1865-1877**. We encourage you to resubmit items that were not approved this cycle during the next grant cycle. This grant is subject to the stated amount, availability of funds, and any provisos listed in this letter or on the enclosed CCRP Grants Program Application Certification form. Please review these provisos carefully to determine the scope and/or limitations of the project.

You will find the Award Certification form included with this letter. This agreement, along with the original grant application, details the term of your project, the portion of your project supported with grant funds, and the specific work that is to be accomplished. It will also indicate your fiscal and program reporting requirements. Please read the agreement carefully and return it electronically or by mail **within fifteen days of receipt** to Michelle Washington at the Library of Virginia ([Michelle.Washington@lva.virginia.gov](mailto:Michelle.Washington@lva.virginia.gov)). Contact your item conservation vendor representative to make arrangements for them to collect the approved items. If you have any questions regarding this award or agreement, please contact Greg Crawford at (804) 692-3505.

We appreciate your interest in preserving Virginia's documentary heritage and extend our best wishes for a successful project. We will look forward to working with this year in preparation for the 2026FY grant cycle.

Sincerely,

Gregory E. Crawford  
State Archivist

Kelly L. Flannagan  
President, Virginia Court Clerks' Association

800 East Broad Street  
Richmond, Virginia 23219

[www.lva.virginia.gov](http://www.lva.virginia.gov)

804.692.3500 *phone*  
804.692.3976 *tty*

CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Nelson County

Date of Award: 2/25/2025

Grant #: 2025FY-080

Amount of Grant Award: \$9,354.00

Grant Type: Equipment/Storage

Amount of Grant Request: \$9,354.00

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

LISA D. BRYANT  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully submitted.



## LIBRARY OF VIRGINIA

**Dennis T. Clark**  
*Librarian of Virginia*

Feb. 25, 2025

Grant Agreement Number: 2025FY-080

The Honorable Lisa Bryant  
Clerk of the Circuit Court  
Nelson County  
P.O. Box 10  
Lovingston, VA 22949

Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 25<sup>th</sup>, 2025 to consider 140 applications submitted from 105 localities. \$2,000,000 was budgeted for this grant cycle, while grant requests totaled just over \$3,030,000. It is our pleasure to inform you that your Equipment/Storage grant application to the Virginia Circuit Court Records Preservation Program has been **approved in the full amount of \$9,354.00. Plat Cabinet 2-tier Map Storage System (w/hangers & sleeves)**. This grant is subject to the stated amount, availability of funds, and any provisos listed in this letter or on the enclosed CCRP Grants Program Application Certification form. Please review these provisos carefully to determine the scope and/or limitations of the project.

You will find the Award Certification form included with this letter. This agreement, along with the original grant application, details the term of your project, the portion of your project supported with grant funds, and the specific work that is to be accomplished. It will also indicate your fiscal and program reporting requirements. Please read the agreement carefully and return it electronically or by mail **within fifteen days of receipt** to Michelle Washington at the Library of Virginia ([Michelle.Washington@lva.virginia.gov](mailto:Michelle.Washington@lva.virginia.gov)). Contact your equipment/storage vendor representative to make arrangements for them to begin the project. If you have any questions regarding this award or agreement, please contact Greg Crawford at (804) 692-3505.

We appreciate your interest in preserving Virginia's documentary heritage and extend our best wishes for a successful project. We will look forward to working with this year in preparation for the 2026FY grant cycle.

Sincerely,

Gregory E. Crawford  
State Archivist

Kelly L. Flannagan  
President, Virginia Court Clerks' Association

800 East Broad Street  
Richmond, Virginia 23219

[www.lva.virginia.gov](http://www.lva.virginia.gov)

804.692.3500 phone  
804.692.3976 tty



Confidential & Proprietary:

This e-mail may contain confidential and/or privileged material for the sole use of the intended recipient. Any view or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies. Thank You

**From:** Neely Hull

**Sent:** Tuesday, March 4, 2025 12:58 PM

**To:** Holly Henderson <[hhenderson@nelsoncounty.org](mailto:hhenderson@nelsoncounty.org)>

**Subject:** EDI-Thank you

**Total Amount:** 338.00

**Deposit Date:** 03/05/2025

**Trace Number:** 82599796

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
140	338.00	0.00	0.00	TDO/ECO Reim	02/18/2025		00035841	Sheriff's Office TD

**Tot 140:** 338.00

**DCJSTD**

*Neely Hull*

*Treasurer, Nelson County*

*PO BOX 100 Lovingson VA 22949*

*(P)434 263 7060*

*(F)434 263 7064*

DJSTD

3-100-2404-0034

4-100-31020-1014

Confidential & Proprietary:



**Grace Mawyer**

---

**From:** Neely Hull  
**Sent:** Wednesday, March 5, 2025 10:11 AM  
**To:** Grace Mawyer  
**Subject:** EDI- Code

Hi grace,

Can you give me the correct code for this DEA money

Feb 13 2025

015 TREAS 310/MISC PAY RMR\*IV\*121324RB\*PI\*352.83\ NELSON CO

**Amount: three hundred fifty two dollars and eighty three cents \$352.83**

DEATF

3-100-3303-0107

4-100-31020-1013

*Neely Hull*  
*Treasurer, Nelson County*  
*PO BOX 100 Lovingson VA 22949*  
*(P)434 263 7060*  
*(F)434 263 7064*

Confidential & Proprietary:

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## Grace Mawyer

---

**From:** Neely Hull  
**Sent:** Wednesday, March 5, 2025 8:14 AM  
**To:** Grace Mawyer  
**Subject:** EDI-code please

THANK YOU!!

**Total Amount:** 2,300.00

**Deposit Date:** 03/06/2025

**Trace Number:** 82600814

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
113	2,300.00	0.00	0.00	125J2502141	03/04/2025		8263591	FEB25 JUROR REIMB

Tot 113: 2,300.00

Neely Hull  
Treasurer, Nelson County  
PO BOX 100 Lovingson VA 22949  
(P)434 263 7060  
(F)434 263 7064

Company No: 001      Account Number: 3100 1899 50  
Date: 3/04/25      Wild Rose Solar Project  
Budget Amount      Year To Date      Encumbrances  
\$ .00      \$112,000.00-      \$ .00

Period:  
Time: 1605

Balance  
\$112,000.00

```
=====
Date      Source Reference Number   PO#      Amount Period Description
*****
*****      G/L Year-To-Date-
*****
*****      Encumbrance-
*****
*****      A/P Holding File-
*****
*****      P/R Holding File-
*****
*****      U/T Holding File-
*****
*****      A/R Holding File-
*****
03042025 JE 1      0002199      $112,000.00-202502 CORRECT POSTING OF SOLAR 05098
*****      G/L Holding File-      $112,000.00-
*****
*****      S/S Holding File-
*****
*****      INV Holding File-
*****
*****      Budget Amount-
```

Savion, LLC  
422 Admiral Blvd.  
Kansas City, MO 64106



Page 1 of 1

2100062 01 SD T 6030 SAV03 -P00062 C07



County of Nelson, Treasurer  
PO Box 100  
Lovingson VA 22949-010

Check Date: 02/12/2025  
Check No.: 0000002174  
Check Amount: \$112,000.00  
Vendor No.: NELSON CO VA TRE

INVOICE DATE	VOUCHER NUMBER	INVOICE NUMBER	PO NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
02/03/2025		02.03.25 Siting Agre		\$112,000.00	\$0.00	\$112,000.00
			TOTAL	\$112,000.00	\$0.00	\$112,000.00

TR Code = SOLAR  
GM  
3-100-001899-0050

INVOICE 2100062 01 SD T 6030 SAV03 -P00062 C07

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 0000002174 ATTACHED BELOW

ACCOUNT #	DESCRIPTION	DATE	REFERENCE/PO#	CURRENT AMT	YEAR-TO-DATE
	General Fd Reserve - Reassessment		FUND#-101		
	General Fd Reserve - Reassessment		MAJOR-000000		
	Cash With Treasurer		MAJOR-000100		
000100-0001	Cash With Treasurer	3/04/2025	B.FWD.		.00
	BEG. YEAR BALA 2024/07 7/01/2024	YE-001-BEG.BAL.	-	170,634.45	
	REASSESSMENT 2024/07 7/30/2024	TO-001-0002356	-	100,000.00	
	-TREASURER CAS 2024/07 7/31/2024	CS-001-20240731	-	41.73	
	-TREASURER CAS 2024/08 8/30/2024	CS-001-20240830	-	115.63	
	-TREASURER CAS 2024/09 9/30/2024	CS-001-20240930	-	111.95	
	-TREASURER CAS 2024/10 10/31/2024	CS-001-20241031	-	115.73	
	-TREASURER CAS 2024/11 11/30/2024	CS-001-20241130	-	112.04	
	-TREASURER CAS 2024/12 12/31/2024	CS-001-20241231	-	115.83	
	-TREASURER CAS 2025/01 1/31/2025	CS-001-20250131	-	116.19	
	-TOTAL-			271,363.55	271,363.55
DEPT TOTAL.....	BALANCE FORWARD				.00
	CURRENT MONTH				271,363.55
	ENCUMBRANCE				.00
	YEAR TO DATE				271,363.55
	General Fund Reassement Reserve		MAJOR-000300		
000300-0300	General Fund Reassement Reserve	3/04/2025	B.FWD.		.00
	BEG. YEAR BALA 2024/07 7/01/2024	YE-001-BEG.BAL.	-	85,223.32-	
	BEG. YEAR BALA 2024/07 7/01/2024	YE-001-BEG.BAL.	-	85,411.13-	
	-TOTAL-			170,634.45-	170,634.45-*
DEPT TOTAL.....	BALANCE FORWARD				.00
	CURRENT MONTH				170,634.45-
	ENCUMBRANCE				.00
	YEAR TO DATE				170,634.45-
	REASSESSMENT RESERVE		MAJOR-000999		
	Interest Earned on Bank Deposits		MAJOR-001501		
001501-0004	INTEREST EARNED ON REASSESSMENT FUN	3/04/2025	B.FWD.		.00
	-TREASURER CAS 2024/07 7/31/2024	CS-001-20240731	-	41.73-	
	-TREASURER CAS 2024/08 8/30/2024	CS-001-20240830	-	115.63-	
	-TREASURER CAS 2024/09 9/30/2024	CS-001-20240930	-	111.95-	
	-TREASURER CAS 2024/10 10/31/2024	CS-001-20241031	-	115.73-	
	-TREASURER CAS 2024/11 11/30/2024	CS-001-20241130	-	112.04-	
	-TREASURER CAS 2024/12 12/31/2024	CS-001-20241231	-	115.83-	
	-TREASURER CAS 2025/01 1/31/2025	CS-001-20250131	-	116.19-	
	-TOTAL-			729.10-	729.10-*
DEPT TOTAL.....	BALANCE FORWARD				.00

\$409,500 NTE  
 \$405,573 Est.  
 - 138,000 NRC  
 267,573

COUNTY OF NELSON  
2026 GENERAL REASSESSMENT

Billed Date	Parcels	Rate	MH	Rate	TOTAL-RES	TOTAL-MH	RETAINAGE @10%	NET	Date Paid
12/4/2024	1,000	\$24.00	-	\$15.00	\$24,000.00	\$0.00	\$2,400.00	\$21,600.00	12/17/2024
1/2/2025	1,500	\$24.00	-	\$15.00	\$36,000.00	\$0.00	\$3,600.00	\$32,400.00	1/14/2025
2/4/2025	2,500	\$24.00	-	\$15.00	\$60,000.00	\$0.00	\$6,000.00	\$54,000.00	2/18/2025
3/1/2025	2,000	\$24.00	-	\$15.00	\$48,000.00	\$0.00	\$4,800.00	\$43,200.00	Estimated
4/1/2025	1,750	\$24.00	-	\$15.00	\$42,000.00	\$0.00	\$4,200.00	\$37,800.00	Estimated
5/1/2025	1,750	\$24.00	-	\$15.00	\$42,000.00	\$0.00	\$4,200.00	\$37,800.00	Estimated
6/1/2025	1,500	\$24.00	-	\$15.00	\$36,000.00	\$0.00	\$3,600.00	\$32,400.00	Estimated
7/1/2025	1,000	\$24.00	-	\$15.00	\$24,000.00	\$0.00	\$2,400.00	\$21,600.00	Estimated
8/1/2025	1,000	\$24.00	-	\$15.00	\$24,000.00	\$0.00	\$2,400.00	\$21,600.00	Estimated
9/1/2025	1,000	\$24.00	-	\$15.00	\$24,000.00	\$0.00	\$2,400.00	\$21,600.00	Estimated
10/1/2025	500	\$24.00	-	\$15.00	\$12,000.00	\$0.00	\$1,200.00	\$10,800.00	Estimated
11/1/2025	500	\$24.00	300	\$15.00	\$12,000.00	\$4,500.00	\$1,650.00	\$14,850.00	Estimated
12/1/2025	512	\$24.00	319	\$15.00	\$12,288.00	\$4,785.00	\$1,707.30	\$15,365.70	Estimated
1/1/2026	Retainage								Estimated
Totals	16,512		619		\$396,288.00	\$9,285.00	\$40,557.30	\$365,015.70	
Not to Exceed \$409,500 per Contract									

**Mrs. Shannon Powell**, Vice Chair  
West District

**Mrs. Janet Turner-Giles**, Trustee  
North District

**Mrs. Margaret Clair**, Chair  
Central District



**Mr. Ceaser Perkins**, Trustee  
South District

**Mr. George Cheape**, Trustee  
East District

**Dr. Amanda C. Hester**  
Division Superintendent

## **Nelson County Public Schools**

February 13, 2025

Nelson County Board of Supervisors  
84 Courthouse Square  
Lovingston, VA 22949

RE: Request for Supplemental Appropriation

Hello,

I am writing to request the appropriation of \$154,000 in State VPSA Technology Funds to be used to purchase Chromebooks for student use in the 2025/2026 school year. The request is being made at this time for a couple of pertinent reasons:

- 1) Buying the units now gives the Tech Department sufficient time to set them up and image them prior to the new school year.
- 2) Ordering from existing inventory could potentially save the division a significant amount of money should the reported tariffs go into effect towards the country which manufactures the computer chips for the units.

Please let me know if you have questions or require additional information.

Respectfully,

A handwritten signature in black ink that reads 'Shannon T. Irvin'.

Shannon T. Irvin, Assistant Superintendent

Attachments: Memo from Tech Director Mr. Mike Cargill  
Email from Vendor regarding inventory

MEMORANDUM

TO: Shannon Irvin

FROM: Michael Cargill

DATE: February 12, 2025

SUBJECT: Request for VPSA Grant Funds - Student Chromebook Purchase (2025-2026 School Year)

This memo requests the allocation of one year of VPSA grant funds for the purchase of student Chromebooks for the 2025-2026 school year. We are wanting to expedite the approval process due to potential tariffs on devices imported from China.

To mitigate the impact of these potential tariffs and ensure we can secure devices at the most cost-effective price, we propose purchasing currently in-stock Chromebook models. These devices are not subject to the anticipated tariffs, allowing us to acquire them at a significantly lower cost than if we waited and purchased devices after tariffs are implemented or ordered new models that would be subjected to the tariffs. We have identified several suitable Chromebook models currently in stock that meet our student needs.

We believe this approach will maximize the value of the VPSA grant and ensure all students have access to the necessary technology for the upcoming school year. We have attached a preliminary quote for in-stock Chromebook models for your review. We are prepared to provide further details and answer any questions you may have.

We request your approval and the allocation of the necessary funds for this purchase. Thank you for your consideration.

Sincerely,

Michael R Cargill

Supervisor of Technology



----- Forwarded message -----

From: **Matt Todd** <[matttod@cdwg.com](mailto:matttod@cdwg.com)>

Date: Wed, Feb 12, 2025 at 11:36 AM

Subject: [External Sender] RE: [External Sender] Acer quotes

To: Michael Cargill <[mcargill@nelson.k12.va.us](mailto:mcargill@nelson.k12.va.us)>

Cc: [Mike.Ewanichak@acer.com](mailto:Mike.Ewanichak@acer.com) <[Mike.Ewanichak@acer.com](mailto:Mike.Ewanichak@acer.com)>, Jon Buzelle <[jon.buzelle@cdwg.com](mailto:jon.buzelle@cdwg.com)>

Hi Mike-

Inventory is going to be the biggest obstacle. Because of the tariff increases, we don't expect the channel to be able to keep up. Without a PO there is not much we can do. Inventory on the "TN" is solid but the "T" is the most popular chromebook, especially among mega districts. We can keep the price good until mid-March but after that it's a crapshoot. If you go with the "T" inventory levels should be back up to cover 250-350 devices in mid to late March.

Would you consider a financing option as a short term solution? If so, let me know your thoughts and I can have my teamwork out a few options.

**Matt Todd**

**Executive Account Manager, K-12**

**CDWG E-Rate SPIN # 143005588**

Office: +1-203-851-7184

Cell: 203-383-0033

FAX: 847-419-8485

2402-0076  
Technology 6800, already set-aside state revenue

## EXPENDITURE SUMMARY

--DETAIL--

7/01/2024 - 3/04/2025

--DETAIL--

FUND #-501 \*\*EXPENDITURES-P.R.WAT/SEW FUND\*\*

MAJOR		BUDGET	APPR.	CURRENT	Y-T-D	ENCUMBRANCE	UNENCUMBERED	%
ACCT#	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	BALANCE	REMAIN.
-----	-----	-----	-----	-----	-----	-----	-----	-----
999	EXPENDITURES-PIN.RIV.WAT/SEWER							
42040	***Operations***							
3001	Engineering Services	4,000.00	4,000.00	123.10	742.40	.00	3,257.60	81.44
3004	Maintenance & Repairs	63,000.00	63,000.00	6,196.55	35,005.73	.00	27,994.27	44.43
5100	Electrical Services	13,000.00	13,000.00	2,175.18	6,694.84	.00	6,305.16	48.50
5103	Water Service	15,000.00	15,000.00	2,104.12	8,069.87	.00	6,930.13	46.20
5104	Sewer Service	30,000.00	30,000.00	4,178.47	15,391.64	.00	14,608.36	48.69
5201	Postal Services & Billing	6,000.00	6,000.00	1,144.15	5,599.82	.00	400.18	6.66
5203	Telecommunications	1,400.00	1,400.00	228.08	903.54	.00	496.46	35.46
5407	Maintenance Supplies/Equipment	57,193.00	57,193.00	.00	50,115.00	.00	7,078.00	12.37
5840	Permit Fees	315.00	315.00	.00	315.00	.00	.00	.00
8004	Capital Outlay-Pump Station Repair	350,000.00	350,000.00	.00	26,875.00	.00	323,125.00	92.32
	***Operations***	539,908.00	539,908.00	16,149.65	149,712.84	.00	390,195.16	72.27
	***Operations***	539,908.00	539,908.00	16,149.65	149,712.84	.00	390,195.16	72.27
95501	***Debt Service***							
	--FUND TOTAL--	539,908.00	539,908.00	16,149.65	149,712.84	.00	390,195.16	72.27

42040-5407:

#7,078.00

- 22,620.00

#(15,542) Deficit

P.O. Box 336  
Lovington, Virginia 22949

**This Order Number Must Appear  
On All Packages, Invoices and  
Shipping Papers**

ORDER 8991 G

VENDOR: Commonwealth Engineering & Sales  
303 Ashcake Rd. Ste. G  
Ashland, VA 23005

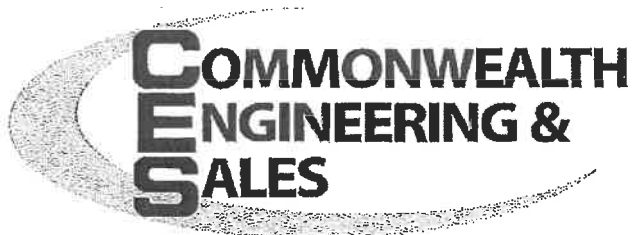
SHIP TO: PRUITS (Henderson Store)  
Location

[illegible]

*Grace Manger*  
PURCHASING AGENT

Item No.	Budget Account	Date	Amount	Vendor Number	Funds Budgeted and Available
1	4-501- 642040-57	2/21/2025	22,620.00		

White: Vendor; Green: Vendor File; Canary: Accounting Department; Pink: Purchasing Department



To: Brenda / Nelson County Board of Supervisors

Date: February 21, 2025

From: Steve Staton

Pages: 1

Subject: E/One Pump Core Pricing  
Nelson County, VA

CES#: 25-086

We are pleased to offer pricing for pricing for the following:

Qty. 6- **Environment One Pump Cores**

1.0 HP, 240 volt / 1phase, 60 cycle semi positive displacement grinder pumps. The pumps will include 7' power cable, two air bell sensors and pressure switches to control on/off and high-water indication. Candy cane discharge.

Freight Allowed less Tax Price ..... \$3,770.00 each

Total for 6 Pumps ..... \$22,620.00

Lead Time: 1 Week

Please give us a call if you have any questions or require additional information.

Regards,  
Steve Staton

OFFICE LOCATION:

303 Ashcake Rd., Suite G, Ashland, VA 23005  
Phone: 804-752-2959 Fax: 804-752-2116  
[www.CommonwealthEngineeringSales.com](http://www.CommonwealthEngineeringSales.com)

# COUNTY OF NELSON

P.O. Box 336  
Lovingston, Virginia 22949

## PURCHASE ORDER

Read Reverse Side

This Order Number Must Appear  
On All Packages, Invoices and  
Shipping Papers

ORDER 8953 G

DATE: 9/24/2024

VENDOR: Commonwealth Engineering Sales SHIP TO: PRWTS (NCSA)  
303 Ashcake Rd. Ste G Henderson's Store  
Ashland VA 23005 Piney River VA

NOTICE: Original Invoice and Two Copies to be Mailed Directly to County of Nelson, P.O. Box 336, Lovingston, Va. 22949. All supplies purchased F.O.B. destination, inside delivery, unless stated on this order.

TERMS:		DELIVERY DATE:			
Item No.	Item or Services	Quan.	Unit	Unit Price	Total Price
1	Simplex pump station (A complete pump) (for new installation)	1		6,195.00	6,195.00
2	pump cores - / with candy cone discharge	8		3,660.00	29,280.00
	Emergency (PRWTS - completely out of pump cores)				
					35,475.00

FEDERAL EXCISE TAX EXEMPTION  
NELSON COUNTY IS NOT SUBJECT TO ANY STATE  
OR LOCAL SALES TAX.

*Grace Manner*  
PURCHASING AGENT

Item No.	Budget Account	Date	Amount	Vendor Number	Funds Budgeted and Available
142	4-501 042040-5407	9/24/2024	35475.00		



303 Ashcake Road, Suite G  
Ashland, VA 23005  
Phone: 804-752-2959 Fax: 804-752-2116  
[www.CommonwealthEngineeringSales.com](http://www.CommonwealthEngineeringSales.com)

To: Brenda Loving – Nelson County

Date: September 24, 2024

From: Steve Staton

Pages: 1

Subject: Nelson County, VA

CES Quote: 24-376

We are pleased to offer pricing for E/One DH071-74 for the above-referenced project. Our scope of equipment will include the following:

(1) **E/One Model DH071-74 Package Simplex Pump Station**

- 1.0 HP, 240 volt/1 phase/60 cycle semi positive displacement grinder pump. The pump will include 32' of direct buried power cable; two air bell sensors and pressure switches to control on-off and high-water indication. Level settings are factory set and do not have to be field calibrated.
- HDPE double wall tank with a wet well/dry well compartment. The wet well has a 70-gallon capacity, 4" SCH40 inlet grommet, approximately 30" diameter and an overall height of 73". Invert depth of 36". All internal 1 1/4" stainless steel piping, stainless steel isolation ball valve, quick disconnect assembly, and combination check valve assembly/anti-siphon valve and 2" vent connection.
- E/One Sentry simplex pump control panel housed in a NEMA 4X fiberglass enclosure. Panel will include circuit breaker, motor starter and overload relay, high water light and horn, pump run override, and elapsed time meter.
- Startup service

Freight Allowed Less Tax Price..... \$6,195.00 each

E/One 240-volt core with candy cane discharge... \$3,660.00 each (x 8) = .... \$29,280.00

Redundant Check Valve PN:1007 ..... ~~\$63.98 each~~  
we don't need

Lead Time: In Stock  
FOB: Freight Allowed to Job Site  
Terms: Net 30

\$35,475<sup>00</sup>

Please give us a call if you have questions or require additional information.

Thank you,

Steve Staton

**OFFICE LOCATIONS**

Fredericksburg, VA

Ashland, VA

Williamsburg, VA

FY24

Company No: 224		Account Number: 4100 910305622		Period:	
Date: 3/04/25		Foothills Child Advocacy Center		Time: 1337	
Budget Amount	Year To Date	Encumbrances	Balance		
\$5,000.00	\$2,500.00	\$ .00	\$2,500.00		

=====

Date	Source	Reference Number	PO#	Amount	Period	Description
01262024	AP	1 FY24 2ND QTR		\$1,250.00	202401	FOOTHILLS CHILD ADVOCBH- 02831
03122024	AP	1 FY24 1STQTR		\$1,250.00	202403	FOOTHILLS CHILD ADVOCBH- 02838
*****		G/L Year-To-Date-		\$2,500.00		
*****		Encumbrance-				
*****		A/P Holding File-				
*****		P/R Holding File-				
*****		U/T Holding File-				
*****		A/R Holding File-				
*****		G/L Holding File-				
*****		S/S Holding File-				
*****		INV Holding File-				
07012023	BA	1 0000302		\$5,000.00	202307	-APPROPRIATION ENTRY- 04801
*****		Budget Amount-		\$5,000.00		

Missing Q3 + Q4 →  $\$1,250^{00} \times 2 = \$2,500^{00}$

## Grace Mawyer

---

**From:** Tannis Fuller <tfuller@foothillscac.org>  
**Sent:** Wednesday, February 12, 2025 4:31 PM  
**To:** Grace Mawyer  
**Cc:** Juliana Piedra  
**Subject:** Re: Foothills Child Advocacy Center Q1 and Q2 combined request and activity report

Grace,

Thank you so much!

Semi-related - in doing some half-year budget reconciling, I discovered that I don't think we ever invoiced Nelson County for **FY24 Q3 and Q4**. Since we're well outside FY24, I assume invoicing now would not be an option. **The total missing is \$2,500.**

If I'm wrong and you'd happily let us correct that oversight, please let me know!

Thanks again,  
Tannis

---

**From:** Grace Mawyer <gmawyer@nelsoncounty.org>  
**Sent:** Wednesday, February 12, 2025 12:30 PM  
**To:** Tannis Fuller <tfuller@foothillscac.org>  
**Cc:** Juliana Piedra <jpiedra@nelsoncounty.org>  
**Subject:** RE: Foothills Child Advocacy Center Q1 and Q2 combined request and activity report

Hi Tannis,

Thank you! Your request has been received for processing in our next check run.

Best,

*Grace Mawyer*  
Nelson County  
Director of Finance & Human Resources  
PO Box 336, Lovington, VA 22949  
(P) 434-263-7136 / (F) 434-263-7134  
[gmawyer@nelsoncounty.org](mailto:gmawyer@nelsoncounty.org)  
[www.nelsoncounty-va.gov](http://www.nelsoncounty-va.gov)

**From:** Tannis Fuller [mailto:tfuller@foothillscac.org]  
**Sent:** Tuesday, February 11, 2025 10:53 AM  
**To:** Grace Mawyer <gmawyer@nelsoncounty.org>  
**Subject:** Fw: Foothills Child Advocacy Center Q1 and Q2 combined request and activity report



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender tfuller@foothillscac.org



Dear Ms. Mawyer,

Per the autoreply from Ms. Staton's email that she has retired, please accept the attached funding request from Foothills Child Advocacy Center.

If you need anything else, please don't hesitate to ask.

Thank you!

Tannis

---

**From:** Tannis Fuller

**Sent:** Tuesday, February 11, 2025 10:43 AM

**To:** [lstaton@nelsoncounty.org](mailto:lstaton@nelsoncounty.org) <[lstaton@nelsoncounty.org](mailto:lstaton@nelsoncounty.org)>; [jpiedra@nelsoncounty.org](mailto:jpiedra@nelsoncounty.org) <[jpiedra@nelsoncounty.org](mailto:jpiedra@nelsoncounty.org)>

**Subject:** Foothills Child Advocacy Center Q1 and Q2 combined request and activity report

Dear Ms. Staton and Ms. Piedra,

Thank you so much for your patience and understanding as I submit our request and report late. We had staff turnover last year and the need to submit this information was lost in the transition.

Attached please find our funding request, as well as our activity report. If either of you need additional information, please let me know.

I hope the snow isn't too disruptive and that you're able to enjoy it.

Tannis Fuller (she/they)  
Director of Administration  
Foothills CAC  
1106 E High Street  
Charlottesville, VA 22902  
Office: 434-971-7233



**FOOTHILLS**  
**CHILD ADVOCACY CENTER**

*Managing work and life responsibilities is unique for everyone. I sent this email at a time that works for me. Please respond at a time that works for you.*

## EXPENDITURE SUMMARY

--DETAIL--

7/01/2024 - 3/04/2025

--DETAIL--

## FUND #-110 \*\*\*Capital Fund Expenditures\*\*\*

MAJOR	ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
	999	EXPENDITURES-CAPITAL FUND							
	92100	***Bonds***							
	93100	***Transfers***							
	94100	***School Capital Projects***							
	8110	NCHS 2024 Renovation A&E Fees	1,228,000.00	1,228,000.00	.00	.00	.00	1,228,000.00	100.00
	8120	NCHS 2024 Construction & Inspections	1,228,071.00	1,228,071.00	.00	.00	.00	1,228,071.00	100.00
		***School Capital Projects***	2,456,071.00	2,456,071.00	.00	.00	.00	2,456,071.00	100.00
	94200	***DSS 2024 Bldg Project***							
	8310	DSS - A&E Bldg/Site Design Cost Est	882,260.00	882,260.00	128,435.25	620,362.25	.00	261,897.75	29.68
	8311	DSS - A&E Rd Design Cost Est	50,300.00	50,300.00	.00	.00	.00	50,300.00	100.00
	8312	DSS - A&E Security System Design	11,500.00	11,500.00	.00	.00	.00	11,500.00	100.00
	8313	DSS-A&E Design Team Const Admin Exp	217,020.00	217,020.00	.00	.00	.00	217,020.00	100.00
	8314	DSS - A&E Rd Construction Admin Exp	9,700.00	9,700.00	.00	.00	.00	9,700.00	100.00
	8320	DSS - A&E Contract Allowance	485,291.00	485,291.00	.00	.00	.00	485,291.00	100.00
	8390	DSS Bldg - Livingston Land Purchase	.00	.00	775,027.00	779,679.50	.00	779,679.50	100.00
		***DSS 2024 Bldg Project***	1,656,071.00	1,656,071.00	903,462.25	1,400,041.75	.00	256,029.25	15.46
		***School Capital Projects***	4,112,142.00	4,112,142.00	903,462.25	1,400,041.75	.00	2,712,100.25	65.95
	999000	***Capital Reserve***							
	9901	Capital Reserve (School)	300,500.00	300,500.00	.00	.00	.00	300,500.00	100.00
	9903	Capital Reserve (Unallocated)	419,730.00	419,730.00	.00	.00	.00	419,730.00	100.00
		***Capital Reserve***	720,230.00	720,230.00	.00	.00	.00	720,230.00	100.00
		***Capital Reserve***	720,230.00	720,230.00	.00	.00	.00	720,230.00	100.00
		--FUND TOTAL--	4,832,372.00	4,832,372.00	903,462.25	1,400,041.75	.00	3,432,330.25	71.02

Cost of site = \$775,027.00



\$419,730.00 → Capital Reserve (Unallocated) 4-110-999000-9903

355,297.00 → Contract Allowance (request draw from BAN note) → 4-110-094200-8320

PHILLIP D. PAYNE IV  
ATTORNEY AT LAW  
402 COURT STREET, 2<sup>nd</sup> FLOOR  
POST OFFICE BOX 299  
LOVINGSTON, VIRGINIA 22949

TELEPHONE (434) 263-5555

FACSIMILE (434) 263-4440

FACSIMILE COVER PAGE FOR TRANSMISSION

TO: Candy

DATE: 263-7004

RE: \_\_\_\_\_

Page 1 of \_\_\_\_\_ Time Sent: \_\_\_\_\_

The correct sum to  
transfer to Berry's account  
is 775,027.00

Acct info attached

Please notify this office immediately by calling 434-263-5555 if the facsimile is not received properly. The information contained in this facsimile message is attorney-privileged and confidential information intended only for use by the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please notify this office by telephone and return the original message to this office at the above address via U.S. Postal Service. Thank you.

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-11**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION FOR ACCEPTANCE OF CONVEYANCE**  
**37 TANBARK DRIVE, LOVINGSTON FOR**  
**DEPARTMENT OF SOCIAL SERVICES BUILDING PROJECT**

**BE IT RESOLVED**, the Nelson County Board of Supervisors does hereby approve and accept the conveyance of real estate at 37 Tanbark Drive, Lovington, from Joe Lee McClellan, Inc. for the planned location of the Department of Social Services building project; the parcel being Tax Map Numbers 58-A-36 and 58-A-37 and described as: "All that certain tract or parcel of land, with improvements thereon and appurtenances thereto belonging, situated in the Lovington Magisterial District of Nelson County, Virginia, containing One and twenty-six hundredths (1.26) acres, more or less; and

**BE IT FURTHER RESOLVED**, by the Nelson County Board of Supervisors that the County Attorney, Phillip D. Payne, IV, is hereby authorized to accept the deed of conveyance thereof in consideration of the sum of \$775,000.00.

Approved: February 18, 2025

Attest:  Clerk  
Nelson County Board of Supervisors



BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-14  
NELSON COUNTY BOARD OF SUPERVISORS  
VIRGINIA COMMISSION OF THE ARTS  
FY25-26 CREATIVE COMMUNITIES PARTNERSHIP GRANT**

**BE IT RESOLVED**, by the Nelson County Board of Supervisors that said Board endorses the County's submission of an application to the Virginia Commission of the Arts for 2025-2026 Creative Communities Partnership Grant funding (formerly Local Government Challenge Grant).

**BE IT FURTHER RESOLVED**, said application includes a local match of \$4,500.00 to be confirmed upon formal adoption of Nelson County's Fiscal Year 2025-2026 Budget by the Board of Supervisors.

Approved: March 11, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

## FY26 Creative Communities Partnership Grant

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### *FY26 Creative Communities Partnership Grant*

#### ***Nelson County***

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Ms. Candice W. McGarry  
84 Courthouse Square  
Lovingston  
Lovingston, VA 22949

cmcgarry@nelsoncounty.org  
O: 434-263-7000  
F: 0000053203

#### ***Mrs. Amanda B. Spivey***

---

PO Box 336  
84 Courthouse Square  
Lovingston, VA 22949

aspivey@nelsoncounty.org  
O: 434-263-7002

# Application Form

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## *Before You Apply*

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### *Welcome New and Returning Applicants!*

#### **Purpose**

To encourage local and tribal governments to support the arts, the Commission serves as a partner matching funds up to \$4,500, *subject to funds available*, the tax monies given by independent town, city, county, and tribal governments to independent arts organizations.

#### **Eligible Activities**

Sub-grants to independent, ADA-compliant arts organizations for arts activities in the locality, including activities that promote cultural equity and access. Funding may be sub-granted either by a local arts commission/council or directly by the governing body.

**NOTE:** Funding does not include school arts budgets or arts programming by local governments, committees or councils of government, nor departments such as parks and recreation. The Commission does not match payments paid to performers for specific performances. Local or tribal governments seeking such funding should apply to the Virginia Touring Program.

**Application Deadline: April 1, 2025 by 5:00 p.m. EST** for local and tribal government grants awarded for the grant period of July 1, 2025-June 30, 2026.

#### **Before Applying:**

- **Guidelines:** Review the **2025-2026 Guidelines to Funding**
- **Returning Grantees:** Check feedback from previous years' Advisory Panel reviews for areas of improvement.
- **New Applicants:** Contact the VCA to confirm eligibility before applying.
- **Questions List:** Download a PDF of the application questions [here](#).

**Application Deadline: March 1, 2025, 5:00 p.m. EST** for expenses from July 1, 2025, to June 30, 2026.

#### **Important Notes:**

- All required fields are marked with an asterisk (\*).
- The system auto-saves every 100 characters or when moving to a new question. Use the "Save" button as needed.
- Ensure text copied from external documents does not exceed character limits.
- Incomplete applications missing required answers will be ineligible for funding.
- Review, save, and print your application before submitting.
- Once submitted, edits cannot be made.

#### **Submission:**

- Click "Submit Form" when your application is complete and ready for final submission.

**Questions About the Program? Contact:**

Catherine Welborn, Senior Grants Officer 804.225.3132, [Catherine.Welborn@vca.virginia.gov](mailto:Catherine.Welborn@vca.virginia.gov)

**Federal Eligibility**

The Virginia Commission for the Arts is funded, in part, by the National Endowment for the Arts, a federal agency. A portion of this grant *may* include federal funding. All VCA grantees must comply with the National Endowment for the Arts' Policy on Debarment and Suspension listed in Subpart C of 2 CFR Part 180, adopted by the National Endowment for the Arts in 2 CFR 3254.10. Page 35 of 39. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer federal funds, such as:

- i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
- ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

**Federal Eligibility\***

**Please answer the following questions:**

1. Has your organization been suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency?
2. Are you or anyone in your organization presently debarred or suspended?
3. Is your organization delinquent on any federal debt?

NO

**Federal Eligibility YES Explanation**

If you answered YES to any of the above questions, please explain.

**General Information****INSTRUCTIONS:**

Begin answering the application questions listed in each section. Each section can be expanded/contracted by clicking on the section name.

**Questions with an \* asterisk must be answered in order to complete and submit the application.**

**VCA Grant Program\***

Please copy and paste the words **FY26 Creative Communities Partnership Grant** into the text box below.

FY26 Creative Communities Partnership Grant

**Project Discipline\***

Select ONE primary activity of the arts organization(s) for which the locality seeks matching funds. If you are seeking funds for more than one organization and the art forms differ, select "**14 Multidisciplinary**"

14 Multidisciplinary

**Organization Website\***

Enter the website link (URL) for the locality or tribal nation below.

<https://www.nelsoncounty-va.gov/>



### City or County\*

Please identify the name of the independent city or county in which the organization is located and where the majority of the activities take place (*i.e City of Charlottesville or Page County*). Do not list the state.

Nelson County

### Regional Activity Location\*

Use the [MAP](#) provided to identify the region where the local or tribal government is located.

Region 5

### Virginia Legislative Districts

Please provide the number of the Virginia House, Senate and U.S. Congressional districts where the majority of the organization's activities take place. The specific street address of the organization determines these districts. **To determine the answers to the next three questions, please visit Who's My Legislator?** and enter the organization's address in the box at the top left. Only one district can be selected per question.

### VA House of Delegates\*

Please identify the **Virginia House of Delegates District (Listed under State Delegate)** where the organization is located.

53

### VA Senate\*

Please identify the **Virginia Senate District (Listed under State Senator)** where the organization is located.

11

### VA-US Congressional District\*

Please identify the **Virginia-US Congressional District (Listed under US Congress)** where the organization is located.

5th

## Local Government "Grantee" Information

The Virginia Commission for the Arts will provide a matching grant of **up to \$4,500** *subject to funds available*. These funds must be matched at a minimum of 1:1 basis, and may be exceeded by local government funds. Federal funds may not be included. A local government that has not approved its budget by the grant deadline may apply conditionally. After the grant has been approved, any change in the allocation of funds sub-granted to local arts organizations must be approved by the Commission.

### Grant Amount Requested\*

List the amount of Virginia Commission for the Arts assistance requested for FY26 (**up to \$4,500**).

\$4,500.00

## Proposed Local Government Arts Appropriation for FY26\*

Enter your locality's proposed arts appropriation for FY26 (*the amount must match or exceed the amount listed under the VCA grant amount requested above*).

\$4,500.00

## Process for Awarding Grants\*

Please answer the following questions regarding your locality's grant process:

1. What is the process for awarding the grants?
2. What criteria are used as a basis for evaluating applicants?
3. Who is involved in making these decisions?

### Number your answers 1-3

1. The grants are awarded based on the demonstrated ability of the organization to deliver programs that will positively impact the quality of life and enhance education in the County.
2. Nearly all of the artists are vetted by VCA in the touring directory. We have never been disappointed in the quality of their performances. Their programs are joyful, inspiring, and educational, often reinforcing Standards of Learning (SOLs).
3. Dr. Amanda Hester, Superintendent of Nelson County Public Schools, has assigned Ms. Vickie Mays, Gifted Resource Teacher, to evaluate school needs from available independent Virginia arts organizations.
4. The Nelson County Board of Supervisors determine the local government art appropriation each year during budget planning.

## Impact and Evaluation\*

Please answer the following questions:

1. What is the impact of the selected arts organization(s) in the locality?
2. What data do you collect to gauge the impact/value of the Creative Communities Partnership grant?
1. The organization brings high quality performances to the students in the community, who may not otherwise have a chance to see them.
2. The local government uses feedback provided during its budget public hearing process in order to gauge the success/value of the grant.

## List of Current Board/Council Members\*

Upload or enter in the space below a list of current Board/Council members, and if applicable, any additional Boards/Councils that are involved in making funding decisions.

Nelson County Board of Supervisors  
 Ernie Q. Reed - Central District Supervisor, 2025 Chair  
 Dr. Jessica Ligon - South District Supervisor, 2025 Vice Chair  
 Thomas D. Harvey - North District Supervisor  
 Jesse N. Rutherford - East District Supervisor  
 J. David Parr - West District Supervisor

## Arts Organization(s) "Sub-Grantee" Information

### Sub-grantee Names\*

In alphabetical order, list the name of the organizations (sub-grantees) that you intend to support through this grant.

Wintergreen Music

### Description of Arts Organization(s) (Sub-Grantees)\*

Provide a brief description of the arts organization(s) proposed to receive Commission assistance through the Creative Communities Partnership Grant in FY26. ***If more than 10, please list only the names of the organizations.***

Wintergreen Music's (WM) primary activities are the Wintergreen Music Festival (WMF), the LEAD Cooperative (LEAD), artistic funding support for Nelson County Public Schools (NCPS) & year-round events including "Wintergreen Wonderland." 2025's WMF (July 3-27) will celebrate the 30th Anniversary of WM, especially highlighting WM's defining pillars of Destination, Community, and Artistry through a focus on music inspired by nature, music written for and about friends in honor of the community that built WM, and the virtuosity of WM Festival Artists. In addition, the 2025 WMF will highlight strengthened partnerships with community organizations, businesses & music educators; and promote recent compositions & world premiere reorchestrations by living, American composers.

WMF includes full-orchestral weekend MountainTop Masterworks concerts with the Wintergreen Festival Orchestra (WFO), Friday night pops concerts featuring jazz/big band, bluegrass, swing & singer-songwriter performances, weeknight chamber concerts & free weekday seminars. Masterworks will be led by conductors Erin Freeman (WM Artistic Director), Kamna Gupta (Freelance Conductor) as conductor & harpsichordist, Mélisse Brunet (The Lexington Philharmonic Philharmonic), and Christopher Rountree (Wild Up) & will feature WM Festival Artist & guest artist soloists Will Ferguson (tenor), Jacob Wilder (horn), Elisabeth Adkins (violin), Virginia-based soloist Jeff Midkiff (mandolin) & First Prize winner of the 2020 National Chopin Piano Competition and finalist of the prestigious 2025 American Pianists Awards, Avery Gagliano (piano). Repertoire highlights include pieces from classical composers including Beethoven, Elgar, Haydn, Grieg & Bizet & "New Canon" composers Alex Berko, Florence Price, Rebecca Burkhardt & Charles Loeffler.

2025 highlights include:

- An Opening Night of American jazz with John Winn and Friends
- The return of afternoon "concert hikes" in partnership with The Nature Foundation at Wintergreen
- Free weekday "coffee talks"
- Continued partnership with local nonprofit The Nelson Center for the Jefferson Area Board of Aging's Cecilia Epp's Senior Center, to include performances "on-site" or "on the mountain"
- Opening weekend of WMF to run concurrently with the Resort's July 4th Jubilee, designed to reach expanded audiences & families
- Year 4 of the LEAD Cooperative (Learn, Explore, Adapt, Diversify), a leadership training program for young professionals on the cusp of their careers, featuring side by side concerts with Festival Artists
- WM's Sing with Us! Choral Program, featuring local & national choristers performing a world premiere version of Alex Berko's Sacred Place with LEAD Cooperative soloists as part of one MountainTop Masterworks performance.

Returning this year and at the invitation of Wintergreen Resort, the WMF will present a free, patriotic, family-friendly concert as part of the Resort's July Fourth Jubilee, with the full WFO performing prior to the fireworks display. Continued nonprofit & local partnerships include Jefferson Area Board of Aging, Rockfish Valley Community Center, The Nelson Center, The Nature Foundation at Wintergreen, Virginia Center for Inclusive Communities (VCIC), VMFA, Valley Road Vineyards, Veritas Vineyards & Winery & Three Notch'd Brewing. Many WMF & LEAD performances & masterclasses are free & open to the public.

In 2022, WM's Academy (est. 1997) transformed into the LEAD Cooperative (LEAD: Learn, Explore, Adapt Diversify) – a cross-disciplinary education curriculum with innovative programs in instrumental studies, voice, composition, collaborative piano, conducting & arts administration, designed to educate the next generation of musicians. For the program's 4th year in 2025, LEAD will continue to address subjects not currently served in traditional academic institutions utilizing a tuition-free model for all students, thus increasing access to high-quality summer offerings for students on the cusp of their professional careers. In this leadership training program, students receive professional development, private lessons, masterclasses, seminars, and chamber & orchestral coachings, with music selection routinely featuring historically-excluded composers, standard repertoire & new requests. Post-program student surveys indicate high satisfaction rates, with respondents reporting that they could not have afforded to attend if tuition was not free.

WM partners with NCPS to administer VCA grant funds with additional contracting & logistical coordination to supplement arts programs. Programs supported include on & off-campus performances, workshops & field trips to local & state-wide performing arts groups. Again in 2024, WM transformed its live holiday concert to increase accessibility to the Nelson County community as "Wintergreen Wonderland" with The Virginia Consort at Rockfish Presbyterian Church.

## Sub-Grantee Information Form

**Instructions:** Enter names, addresses, sub-grantee contact information, and proposed VCA grant and locality match for all independent arts organizations that will receive the Commission sub-grant(s). After the grant has been approved, any changes in the allocation of sub-grants to local arts organizations must be approved by the Commission.

**Note:** Sub-grants made by the local government using *up to \$4,500* of the Creative Communities Partnership Grant funds may only go to independent Virginia arts organizations for arts activities in the locality. Virginia arts organizations are defined as those whose primary purpose is the arts (production, presentation or support of dance, literary arts, media arts, music, theater, or visual or related arts), that are incorporated in Virginia, and have their headquarters and home seasons, or activities equivalent to a home season, in the state. Units of government and educational institutions cannot be considered arts organizations.

Sub-Grantee Organization Name, Street Address, City, State, Zip	Sub-grantee Contact Name & Title	Sub-Grantee Contact Email	Proposed VCA \$ Share	Proposed Locality \$ Share
Wintergreen Music, 3079 Rockfish Valley Hwy., Nellysford, VA 22958	Mary Jo Russell - Education Chair, Corinne Horvath - Interim Executive Director	mountainmuse47@gmail.com, chorvath@wintergreenmusic.org	\$4,500.00	\$4,500.00


### City(ies) or County(ies) Where in-Person Sub-grantee Activities Take Place\*

#### Please Read Carefully

Identify the name (s) of the independent city(ies) or county(ies) where the sub-grantee organization's in-person activities will take place during the grant cycle.

Nelson

#### Populations Benefited Instructions:

Select any categories that, by your best estimate, will make up 25% or more of the population that will directly benefit from the award during the period of support.

### Populations Benefited by Age\*

01 Children/Youth (0-18 years)

### Populations Benefited by Distinct Groups\*

P Individuals below the Poverty Line

### Arts Education\*

Choose one item that best describes the funded activities.

01 50% or more of funded activities are arts education

## Certification of Assurances

**The Certification of Assurances** is the grant contract between the Virginia Commission for the Arts and the grantee. Commission grantees are required to be nonprofit Virginia organizations and exempt from federal income tax under Section 501(a), which includes the 501(c)(3) designation of the Internal Revenue code, or are units of government, educational institutions, or local chapters of tax-exempt national organizations.

The authorizing official name, title and email below must match what is entered on the Certification of Assurances.

### Certification of Assurances\*

1. Right click on the form name in BLUE here **Certification of Assurances**
2. Fill out the required information and print it
3. **This form requires the signature of the authorizing official. Authorizing officials include:** county administrators, mayors, city/town managers, tribal leaders, etc. The signature of the individual indicates the tribal nation or locality's compliance with all of the grant conditions listed in the Certification of Assurances.
4. Scan and SAVE the signed form
5. Upload the completed form (all pages) to the system by clicking on the "Upload a file" button.
6. Select the document you wish to upload and click on the "Open" button.

**Note:** Once your attachment is uploaded, a red "X" will appear beside your file. Click on the "X" if you wish to delete your file and upload another.

*[Unanswered]*

### Name of Authorizing Official (First and Last)\*

Candice McGarry

### Professional Title of Authorizing Official\*

County Administrator

### Email for Authorizing Official\*

cmcgarry@nelsoncounty.org

## Virginia W-9 Form and UEI

---

### Virginia W-9 Form\*

Every VCA grantee is required to complete a Virginia W-9 form to receive funding. It is imperative that EIN, UEI (top left corner) and organizational address identified in our grant management system is aligned with the address listed on the VA W-9. Any incorrect information will delay the processing of payments.

#### PLEASE READ CAREFULLY:

Click on the fillable form here [Virginia W-9 Form](#). Complete the form, print, and sign. Scan the completed document and save it to your files. Upload ONLY the first page of the completed document below.

**NOTE:** The Virginia W-9 is **NOT** the same form as the U.S. Treasury W-9. You will see the words **US Treasury W-9** in the upper left corner. **Do not submit the US Treasury W-9 Form.**

*[Unanswered]*

## Unique Entity Identifier (UEI)\*

Enter your 12 - character Unique Entity Identifier (UEI) in the space below.

XSCRKWJHKVQ5

### Before you Submit

1. Click Save application. Once saved, click the "Application Packet" button located in the top right of your screen to generate a printable PDF file of your completed application.
2. Proofread the PDF of your application to be sure everything is as you intended, including content, working links, forms and/or other uploads.

### After you Submit

You will receive an email message from [administrator@grantinterface.com](mailto:administrator@grantinterface.com), confirming that your application was received. **Helpful Hint:** Check your spam! If you found an email from the above address in your spam folder: Please add **[administrator@grantinterface.com](mailto:administrator@grantinterface.com)** to your address book or contacts. This will ensure that you continue receiving email communication regarding your application.

**Note:** The contact person for this grant (the "Applicant" confirmed at the top of this page) will be the person to receive communications about this grant, by email.

## File Attachment Summary

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### *Applicant File Uploads*

*No files were uploaded*



BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
Central DistrictJESSE N. RUTHERFORD  
East DistrictJ. DAVID PARR.  
West DistrictDR. JESSICA LIGON  
South DistrictCANDICE W. MCGARRY  
County AdministratorAMANDA B. SPIVEY  
Administrative Assistant/  
Deputy ClerkGRACE E. MAWYER  
Director of Finance and  
Human Resources

**PROCLAMATION 2025-01**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMERICAN RED CROSS MONTH, MARCH 2025**

**WHEREAS**, this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Central Virginia and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the American Red Cross, Central Virginia Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

**WHEREAS**, their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises.

**WHEREAS**, this work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

**NOW, THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors do hereby proclaim March 2025 as Red Cross Month. We encourage all citizens of Nelson County to reach out and support its humanitarian mission.

Approved: \_\_\_\_\_

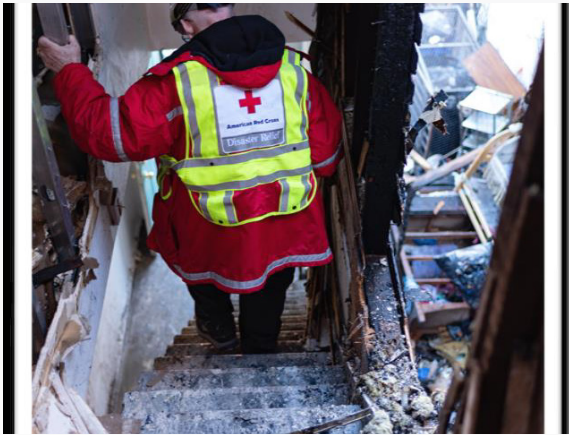
Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



**American Red Cross**  
Central Virginia

## Community Impact Report Central Virginia

All data from 1/1/2024 - 12/31/2024



Red Cross volunteers provide immediate assistance following a home fire.

Marla, Gary and their family were on vacation when they learned their home of 30 years had caught fire. Thanks to donors like you, the Red Cross was able to provide immediate assistance and Marla and Gary purchased essentials like deodorant, shampoo, clothes, shoes and prescription glasses.

“The immediate assistance the Red Cross provided allowed us to purchase the items my parents so desperately needed,” said Marla’s daughter, Aubrey. “You don’t realize what the Red Cross does every day until you are on the receiving end. Just to know they are always there is a comfort.”



Provided **\$100,934** in immediate assistance to **138** families or **444** individuals following home fires and other disasters



Installed **355** free smoke alarms in **186** households



Trained **13,234** people in CPR, First Aid, and other health and safety skills



Provided **442** emergency services to **262** members of the military, veterans, and their families



Collected more than **19,000** units of lifesaving blood at **833** blood drives



Supported by **325** active volunteers

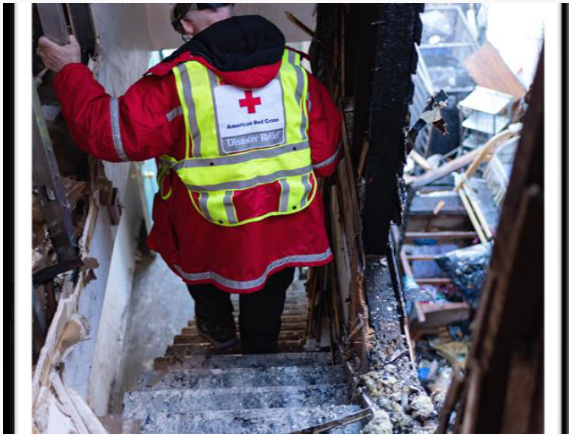
For more information visit [redcross.org](https://redcross.org).

Thank you!



## Community Impact Report Virginia Region

All data from 1/1/2024 - 12/31/2024



Red Cross volunteers provide immediate assistance following a home fire.

Marla, Gary and their family were on vacation when they learned their home of 30 years had caught fire. Thanks to donors like you, the Red Cross was able to provide immediate assistance and Marla and Gary purchased essentials like deodorant, shampoo, clothes, shoes and prescription glasses.

“The immediate assistance the Red Cross provided allowed us to purchase the items my parents so desperately needed,” said Marla’s daughter, Aubrey. “You don’t realize what the Red Cross does every day until you are on the receiving end. Just to know they are always there is a comfort.”



Provided **\$1,227,250** in immediate assistance to **1,819** families or **4,782** individuals following home fires and other disasters in our Region



Installed **4,332** free smoke alarms in **1,939** households



Trained **123,417** people in CPR, First Aid, and other health and safety skills



Provided **16,458** emergency services to **5,169** members of the military, veterans, and their families



Collected more than **164,000** units of lifesaving blood at **7,552** blood drives



Supported by **2,756** active volunteers

For more information visit [redcross.org](https://redcross.org).

Thank you!

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-15  
NELSON COUNTY BOARD OF SUPERVISORS  
AUTHORIZATION FOR PUBLIC HEARING  
FY26-FY31 SECONDARY SIX-YEAR ROAD PLAN  
AND CONSTRUCTION PRIORITY LIST**

**WHEREAS**, The Virginia Department of Transportation and the Board of Supervisors of Nelson County, in accordance with Sections 33.2-331 and 33.2-332 of the Code of Virginia, are required to conduct a public hearing to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2026 through 2031 in Nelson County and on the Secondary System Construction Budget for Fiscal Year 2026,

**NOW THEREFORE BE IT RESOLVED**, that a public hearing will be held for this purpose in the General District Courtroom of the Nelson County Courthouse, 84 Courthouse Square, Lovingson, Virginia at **7:00 pm on Tuesday, April 8, 2025**.

Approved: \_\_\_\_\_, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

DRAFT - NELSON COUNTY RURAL RUSTIC PRIORITY LIST FY26-FY31

PRIORITY	UPC	ROUTE	STREET NAME	START LOCATION	START STATE MILEPOINT	END LOCATION	END STATE MILEPOINT	LENGTH	ESTIMATE	PLANNED CN SEASON	Previous Yr Allocations		FY26 Allocations		FY27 Allocations		FY28 Allocations		FY29 Allocations		FY30 Allocations		FY31 Allocations		Total Programmed	Difference
											Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees		
											653,573		454,996	36,186	454,996	36,186	454,996	36,186	454,996	36,186	454,996	36,186				
2.01	121342	623	DAVIS CREEK ROAD	DEAD END	0.880	RTE 625	2.640	1.700	\$ 399,168	2024	399,168														399,168	-
2.02	125857	646	HUNTING LODGE RD	RTE 604		RTE 645		2	\$400,000	2025	154,405		245,595												400,000	-
2.03	125858	674	JENNYS CREEK RD	RTE 56		RTE 151		1.2	\$250,000	2025	100,000		150,000												250,000	-
2.04	125863	640	WHEELERS COVE RD	RTE 620		1.50 MILE SOUTH OF RTE 620		1.5	\$300,000	2026			59,401		240,599										300,000	-
2.05	125860	667	FORT MOUNTAIN RD	1.29 MILE NORTH OF RTE 56		2.29 MILE NORTH OF RTE 56		1	\$225,000	2026					180,000		45,000								225,000	-
2.06	125862	613	BERRY HILL RD	RTE 788		1.10 MILE SOUTH OF RTE 788		1	\$200,000	2027					17,000		183,000								200,000	-
2.07	125861	629	GULLEYSVILLE LN	RTE 634		DEAD END		1.27	\$200,000	2027					17,397		182,603								200,000	-
2.08	125859	606	BUFFALO STATION RD	RTE 626		1.4 MILE EAST OF RTE 626		1.4	\$260,000	2028							30,000		230,000						260,000	-
2.09	125864	764	WALK AROUND LN	RTE 628		DEAD END		0.6	\$150,000	2028							14,393		135,607						150,000	-
2.10	125865	721	GREEN FIELD DR	.70 MILES NORTH OF RTE 626		2.8MILE NORTH OF RTE 626		2.1	\$450,000	2029									89,389		360,611				450,000	-
2.11	125866	648	EAGLE MOUNTAIN DRIVE	RTE 703		RTE 56		0.5	\$150,000	2030								36,186		36,186	54,270	23,358			150,000	-
											-	-	-	36,186	-	36,186	-	-	-	-	40,115	12,828	-	-		

NELSON COUNTY RURAL RUSTIC PRIORITY LIST FY25-FY30																										
PRIORITY	UPC	ROUTE	STREET NAME	START LOCATION	START STATE MILEPOINT	END LOCATION	END STATE MILEPOINT	LENGTH	ESTIMATE	PLANNED CN SEASON	Previous Yr Allocations		FY25 Allocations		FY26 Allocations		FY27 Allocations		FY28 Allocations		FY29 Allocations		FY30 Allocations		Total Programmed	Difference
											Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees		
											179,663		671,748	36,186	454,996	36,186	454,996	36,186	454,996	36,186	454,996	36,186	414,881	36,186		
2.01	121341	674	COW HOLLOW ROAD	RTE 780	4.300	RTE 56	5.430	1.100	\$ 197,838	2024	150,000		47,838												197,838	
2.02	121342	623	DAVIS CREEK ROAD	DEAD END	0.880	RTE 625	2.640	1.700	\$ 399,168	2024	29,663		369,505												399,168	-
2.03	T29348	646	HUNTING LODGE RD	RTE 604		RTE 645		2	\$400,000	2025			154,405		245,595										400,000	-
2.04	T29349	674	JENNYS CREEK RD	RTE 56		RTE 151		1.2	\$250,000	2025			100,000		150,000										250,000	-
2.05	T29354	606	BUFFALO STATION RD	RTE 626		1.4 MILE EAST OF RTE 626		1.4	\$260,000	2026					29,401		230,599								260,000	-
2.06	T29356	667	FORT MOUNTAIN RD	1.29 MILE NORTH OF RTE 56		2.29 MILE NORTH OF RTE 56		1	\$225,000	2026					30,000		195,000								225,000	-
2.07	T29358	629	GULLEYSVILLE LN	RTE 634		DEAD END		1.27	\$200,000	2027							15,397		184,603						200,000	-
2.08	T29359	613	BERRY HILL RD	RTE 788		1.10 MILE SOUTH OF RTE 788		1	\$200,000	2027							14,000		186,000						200,000	-
2.09	T29361	640	WHEELERS COVE RD	RTE 620		1.50 MILE SOUTH OF RTE 620		1.5	\$300,000	2028									84,393		215,607				300,000	-
2.10	T29363	764	WALK AROUND LN	RTE 628		DEAD END		0.6	\$150,000	2028											150,000				150,000	-
2.11	T29364	721	GREEN FIELD DR	.70 MILES NORTH OF RTE 626		2.8MILE NORTH OF RTE 626		2.1	\$450,000	2029											89,389		360,611		450,000	-
2.12	T29366	648	EAGLE MOUNTAIN DRIVE	RTE 703		RTE 56		0.5	\$150,000	2029										23,358		36,186	54,270	36,186	150,000	-
											-	-	-	36,186	-	36,186	-	36,186	-	12,828	-	-	-	-		

close out 07/01/2024

[illegible]

# Nelson County

## Rural Rustic Draft Priority List - FY26/31

PRIORITY	ROUTE	NAME	FROM	TO	LENGTH	TC - VPD	COST
1	780	Toms Lane	RTE 674 Cow Hollow	Dead End	0.40	60	\$ 120,000.00
2	634	Spring Valley Rd	RTE 616 Hickory Creek Rd	Dead End	1.00	180	\$ 300,000.00
3	681	Piegon Hill Rd	RTE 680 Cub Creek Rd	RTE 769	1.56	80	\$ 425,000.00
4	662	South Powell Island	0.68 Mi North RTE 739	1.45 Mi N 739	1.45	60	\$ 362,500.00

Total        \$    1,207,500.00

Estimates based on  
\$300,000 per mile



[illegible]

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNE O. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
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CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-38**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF FY25-FY30 SECONDARY SIX-YEAR ROAD PLAN**  
**AND FY24/25 CONSTRUCTION PRIORITY LIST**

**WHEREAS**, Sections 33.2-331 and 33.2-332 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 (2024/25 through 2029/30) as well as the Construction Priority List (2024/25) on May 14, 2024 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**, Staff of the Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2024/25 through 2029/30) and the Construction Priority List (2024/25) for Nelson County,

**NOW THEREFORE BE IT RESOLVED**, that said Board finds the Plan(s) to be in the best interests of the Secondary Road System in Nelson County and of the citizens residing on the Secondary System, and as such said Secondary Six-Year Plan (2024/25 through 2029/30) and Construction Priority List (2024/25) are hereby approved, as amended if applicable.

Approved: May 14, 2024

Attest: , Clerk  
Nelson County Board of Supervisors

Secondary System  
Nelson County  
Construction Program  
Estimated Allocations

Fund	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$36,186	\$36,186	\$36,186	\$36,186	\$36,186	\$36,186	\$217,116
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$671,748	\$454,996	\$454,996	\$454,996	\$454,996	\$414,881	\$2,906,613
Total	\$707,934	\$491,182	\$491,182	\$491,182	\$491,182	\$451,067	\$3,123,729

Board Approval Date:

*Robert D. Brown* 5/14/24

Residency Administrator

Date

*Candice W. McGarry* 5/14/24

County Administrator

Date

# SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

District: Lynchburg

County: Nelson County

Board Approval Date:

2025-26 through 2029-30

Route PPMS ID Accomplishment Type of Funds  Type of Project Priority #	Road Name Project # Description FROM  TO Length	Estimated Cost	Traffic Count Scope of Work FHWA # Comments
0674 121341	COW HOLLOW ROAD 0674062853	PE \$0 RW \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.01	RTE 674 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) RTE 780 RTE 56 1.1	CN \$197,838 Total \$197,838	17005
0623 121342	DAVIS CREEK ROAD 0623062854	PE \$0 RW \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.02	RTE 623 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) DEAD END RTE 625 1.7	CN \$399,168 Total \$399,168	17005
0646 -29348	HUNTING LODGE RD 0646062860	PE \$0 RW \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.03	RTE 646 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) RTE 604 RTE 645 2.0	CN \$400,000 Total \$400,000	17005
0674 -29349	JENNYS CREEK RD 0674062766	PE \$0 RW \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.04	RTE 674 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) RTE 56 RTE 151 1.2	CN \$250,000 Total \$250,000	17005

Route PPMS ID Accomplishment Type of Funds  Type of Project Priority #	Road Name Project # Description FROM  TO Length	Estimated Cost		Traffic Count Scope of Work FHWA # Comments
0640 -29361	WHEELERS COVE RD 0640062865	PE RW	\$0 \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.05	RTE 640 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) RTE 620 1.50 MILES SOUTH OF RTE 620  1.5	CN  <i>Total</i>	\$300,000  \$300,000	17005
0667 -29356	FORK MOUNTAIN RD 0667062862	PE RW	\$0 \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.06	RTE 667 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) 1.29 MILES NORTH OF RTE 56 2.29 MILES NORTH OF RTE 56  1.0	CN  <i>Total</i>	\$225,000  \$225,000	17005
0613 -29359	BERRY HILL RD 0613062864	PE RW	\$0 \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.07	RTE 613 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) RTE 788 1.10 MILES SOUTH OF RTE 788  1.0	CN  <i>Total</i>	\$200,000  \$200,000	17005
0629 -29358	GULLEYSVILLE LN 0629062863	PE RW	\$0 \$0	Restoration and Rehabilitation
STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.08	RTE 629 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) RTE 634 DEAD END  1.3	CN  <i>Total</i>	\$200,000  \$200,000	17006

Route PPMS ID Accomplishment Type of Funds  Type of Project Priority #	Road Name Project # Description FROM  TO Length	Estimated Cost	Traffic Count Scope of Work FHWA # Comments
0606 -29354  STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.09	BUFFALO STATION RD 0606062861  RTE 606 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) RTE 626 1.4 MILES EAST OF RTE 626  1.4	PE \$0 RW \$0  CN \$260,000 Total \$260,000	Resurfacing  17005
0764 -29363  STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.10	WALK AROUND LN 0764062866  RTE 764 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) RTE 628 DEAD END  0.6	PE \$0 RW \$0  CN \$150,000 Total \$150,000	Resurfacing  17005
0721 -29364  STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.11	GREEN FIELD DR 0721062867  RTE 721 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) 0.70 MILES NORTH OF RTE 626 2.8 MILES NORTH OF RTE 626  2.1	PE \$0 RW \$0  CN \$450,000 Total \$450,000	Resurfacing  17005
0648 -29366  STATE FORCES/HIRED EQUIPMENT  State forces/Hired equip CN Only  0002.12	EAGLE MOUNTAIN DRIVE 0648062868  RTE 648 - RURAL RUSTIC (SURFACE TREAT NON- HARDSURFACE) RTE 703 RTE 56  0.5	PE \$0 RW \$0  CN \$150,000 Total \$150,000	Resurfacing  17005
9999 122046 NOT APPLICABLE  0006.01	9999062847 NELSON COUNTYWIDE - TRANSPORTATION SERVICES	PE \$50,000 RW \$50,000 CN \$159,116 Total \$259,116	1

Route	Road Name	Estimated Cost		Traffic Count
PPMS ID	Project #			Scope of Work
Accomplishment	Description			FHWA #
Type of Funds	FROM			Comments
Type of Project	TO			
Priority #	Length			
9999		<i>PE</i>	\$0	
-18804	9999062810	<i>RW</i>	\$0	
NOT APPLICABLE	NELSON COUNTY UNPAVED ROAD FUNDING	<i>CN</i>	\$0	
		<i>Total</i>	\$0	
0006.02				

# Nelson County

## Rural Rustic Priority List    FY25/30

PRIORITY	ROUTE	NAME	FROM	TO	LENGTH	TC - VPD	Cost
1	634	Spring Valley Rd.	Rte. 616	Dead End	1.00 Mi.	180	\$250,000
2	687	North Fork Rd.	1.0 Mi. North Rte 56	2.0 Mi. North Rte 56	1.00 Mi.	110	\$250,000
3	681	Pigeon Hill Rd.	.63 Mi. S Rte. 666	Rte. 680	1.12 Mi.	90	\$280,000
4	662	South Powell Isl. Rd.	.68 Mi. North Rte. 739	1.45M.NorthRte 739	0.77 Mi	60	\$192,500
5	780	Toms Lane	Rte. 674	Dead End	0.40 Mi.	60	\$100,000
	647	Findlay Gap Rd.	Rte. 722	1.0 Mi.SouthRt. 722	1.00 Mi.	30	\$250,000
	685	Bradley Lane	Rte. 56	Rte. 686	1.11 Mi	50	\$277,500
	686	Spy Run Gap Rd.	Rte. Augusta CL	Rte. 685	.65 Mi.	60	\$162,500

\$1,762,500

Estimates based on  
\$250,000 per mile



## § 33.2-331. Annual meeting with county officers; six-year plan for secondary state highways; certain reimbursements required

For purposes of this section, "cancellation" means complete elimination of a highway construction or improvement project from the six-year plan.

The governing body of each county in the secondary state highway system may, jointly with the representatives of the Department as designated by the Commissioner of Highways, prepare a six-year plan for the improvements to the secondary state highway system in that county. Each such six-year plan shall be based upon the best estimate of funds to be available to the county for expenditure in the six-year period on the secondary state highway system. Each such plan shall list the proposed improvements, together with an estimated cost of each project so listed. Following the preparation of the plan in any year in which a proposed new funding allocation is greater than \$100,000, the board of supervisors or other local governing body shall conduct a public hearing after publishing notice twice in a newspaper published in or having general circulation in the county, with the first publication appearing no more than 28 days before and the second publication appearing no less than seven days before the hearing, and posting notice of the proposed hearing at the front door of the courthouse of such county 10 days before the meeting. At the public hearings, which shall be conducted jointly by the board of supervisors and the representative of the Department, the entire six-year plan shall be discussed with the citizens of the county and their views considered. Following the discussion, the local governing body, together with the representative of the Department, shall finalize and officially adopt the six-year plan, which shall then be considered the official plan of the county.

At least once in each calendar year in which a proposed new funding allocation is greater than \$100,000, representatives of the Department in charge of the secondary state highway system in each county, or some representative of the Department designated by the Commissioner of Highways, shall meet with the governing body of each county in a regular or special meeting of the local governing body for the purpose of preparing a budget for the expenditure of improvement funds for the next fiscal year. The representative of the Department shall furnish the local governing body with an updated estimate of funds, and the board and the representative of the Department shall jointly prepare the list of projects to be carried out in that fiscal year taken from the six-year plan by order of priority and following generally the policies of the Board in regard to the statewide improvements to the secondary state highway system. In any year in which a proposed new funding allocation is greater than \$100,000, such list of priorities shall then be presented at a public hearing duly advertised in accordance with the procedure outlined in this section, and comments of citizens shall be obtained and considered. Following this public hearing, the board, with the concurrence of the representative of the Department, shall adopt, as official, a priority program for the ensuing year, and the Department shall include such listed projects in its secondary highways budget for the county for that year.

At least once every two years following the adoption of the original six-year plan, the governing body of each county, together with the representative of the Department, may update the six-

year plan of the county by adding to it and extending it as necessary so as to maintain it as a plan encompassing six years. Whenever additional funds for secondary highway purposes become available, the local governing body may request a revision in its six-year plan in order that such plan be amended to provide for the expenditure of the additional funds. Such additions and extensions to each six-year plan shall be prepared in the same manner and following the same procedures as outlined herein for its initial preparation. Where the local governing body and the representative of the Department fail to agree upon a priority program, the local governing body may appeal to the Commissioner of Highways. The Commissioner of Highways shall consider all proposed priorities and render a decision establishing a priority program based upon a consideration by the Commissioner of Highways of the welfare and safety of county citizens. Such decision shall be binding.

Nothing in this section shall preclude a local governing body, with the concurrence of the representative of the Department, from combining the public hearing that may be required pursuant to this section for revision of a six-year plan with the public hearing that may be required pursuant to this section for review of the list of priorities, provided that notice of such combined hearing is published in accordance with procedures provided in this section.

All such six-year plans shall consider all existing highways in the secondary state highway system, including those in the towns located in the county that are maintained as a part of the secondary state highway system, and shall be made a public document.

If any county cancels any highway construction or improvement project included in its six-year plan after the location and design for the project has been approved, such county shall reimburse the Department the net amount of all funds expended by the Department for planning, engineering, right-of-way acquisition, demolition, relocation, and construction between the date on which project development was initiated and the date of cancellation. To the extent that funds from secondary highway allocations have been expended to pay for a highway construction or improvement project, all revenues generated from a reimbursement by the county shall be deposited into that same county's secondary highway allocation. The Commissioner of Highways may waive all or any portion of such reimbursement at his discretion.

The provisions of this section shall not apply in instances where less than 100 percent of the right-of-way is available for donation for unpaved highway improvements.

Code 1950; 1970, c. 322, § 33.1-70.01; 1977, c. 578; 1979, c. 64; 1981, c. 240; 1993, c. 802; 2001, cc. 105, 130; 2005, c. 645; 2011, cc. 434, 493; 2014, c. 805; 2015, c. 684; 2019, cc. 81, 400; 2023, cc. 506, 507; 2024, cc. 225, 242.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

## § 33.2-332. Requesting Department of Transportation to hard-surface secondary highways; paving of certain secondary highways within existing rights-of-way; designation as Rural Rustic Road

A. Whenever the governing body of any county, after consultation with personnel of the Department, adopts a resolution requesting the Department to hard-surface any secondary highway in such county that carries 50 or more vehicles per day with a hard surface of width and strength adequate for such traffic volume, the Department shall give consideration to such resolution in establishing priority in expending the funds allocated to such county. The Department shall consider the paving of highways with a right-of-way width of less than 40 feet under this subsection when land is, has been, or can be acquired by gift for the purpose of constructing a hard-surface highway.

B. Notwithstanding the provisions of subsection A, any unpaved secondary highway that carries at least 50 but no more than 750 vehicles per day may be paved or improved and paved within its existing right-of-way or within a wider right-of-way that is less than 40 feet wide if the following conditions are met:

1. The governing body of the county in which the highway is located has requested paving of such highway as part of the six-year plan for the county under § 33.2-331 and transmitted that request to the Commissioner of Highways; and
2. The Commissioner of Highways, after having considered only (i) the safety of such highway in its current condition and in its paved or improved condition, including the desirability of reduced speed limits and installation of other warning signs or devices; (ii) the views of the residents and owners of property adjacent to or served by such highway; (iii) the views of the local governing body making the request; (iv) the historical and aesthetic significance of such highway and its surroundings; (v) the availability of any additional land that has been or may be acquired by gift or other means for the purpose of paving such highway within its existing right-of-way or within a wider right-of-way that is less than 40 feet wide; and (vi) environmental considerations, shall grant or deny the request for the paving of such highway under this subsection.

C. Notwithstanding the provisions of subsections A and B, the governing body of any county, in consultation with the Department, may designate a highway or highway segment as a Rural Rustic Road, provided such highway or highway segment is located in a low-density development area and has an average daily traffic volume of no more than 1,500 vehicles per day. For a highway or highway segment so designated, improvements shall utilize a paved surface width based on reduced and flexible standards that leave trees, vegetation, side slopes, and open drainage abutting the highway undisturbed to the maximum extent possible without compromising public safety. Any highway designated as a Rural Rustic Road shall be subject to § 62.1-44.15:34. The Department, in consultation with the affected local governing body, shall first consider the paving of a highway or highway segment meeting the criteria for a Rural Rustic Road





in accordance with this subsection before making a decision to pave it to another standard as set forth in this section.

D. The Commonwealth and its agencies, instrumentalities, departments, officers, and employees acting within the scope of their duties and authority shall be immune for damages by reason of actions taken in conformity with the provisions of this section. Immunity for the local governing body of any political subdivision requesting paving under this section and the officers and employees of any such political subdivision shall be limited to that immunity provided pursuant to § 15.2-1405.

1973, c. 360, § 33.1-70.1; 1977, c. 578; 1985, c. 440; 1997, cc. 715, 729; 1999, cc. 306, 320; 2001, cc. 355, 366; 2002, c. 414; 2003, c. 599; 2006, c. 546; 2008, c. 195; 2011, c. 400; 2013, cc. 756, 793; 2014, c. 805.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

**\*Fiscal Year 2025-2026 Budget Calendar**

 Indicates Regular Board Meeting	 Indicates Related to Taxes
 Indicates Budget Work Session	 Indicates Related to Budget Public Hearing

<b>Review CIP and Agency Requests at Regular Meeting:</b>	<b>February 11, 2025</b>
<b>Introduce General Fund Budget at Budget Work Session:</b>	<b>March 18, 2025</b>
<b>Anticipated Receipt of NCSB Budget Request:</b>	<b>March 17, 2025</b>
<b>Joint Meeting w/NCSB on Budget:</b>	<b>March 20, 2025 (6pm)</b>
<b>Scheduled Budget Work Sessions:</b>	<p>Tuesday, March 18, 2025 (10 am – 4pm)</p> <p>Tuesday, March 25, 2025 (10 am – 4pm)</p> <p>Tuesday, April 1, 2025 (10 am – 12 pm)</p>
<b>Decide if Changes to RE &amp; PPTX Rates Are Proposed Authorize Public Hearing on any Proposed Increases For April 10th (Per §58.1-3007 7 Day Notice)</b>	<b>March 25, 2025 (Deadline is March 26, 2025)</b>
<b>Board of Supervisors Regular Meeting: Authorize Budget Public Hearing for May 13th Set RE &amp; PPTX Rates and PPTRA% Distribution (Per §58.1-3001) If No Increase</b>	<b>Thursday, April 8, 2025</b>
<b>Additional Budget Work Session (if Needed): Public Hearing on Increase in Tax Rates if Needed Set RE &amp; PPTX Rates and PPTRA% Distribution (Per §58.1-3001) 8 Days' Notice from April 3rd Notice Publication</b>	<b>Thursday, April 10, 2025 (3pm – 5pm)</b>
<b>Budget Public Hearing Ad Sent to Paper for May 13<sup>th</sup>:</b>	<b>Thursday, April 17, 2025</b>
<b>Budget Public Hearing Advertised for May 13th:</b>	<b>Notice Published Thursday, April 24, 2025 and May 1, 2025 (Must be at least 7 days prior to public hearing per §15.2-2506 – 12 days' notice)</b>
<b>Tax Rates and PPTRA% Given to COR:</b>	<b>By Friday, April 11, 2025</b>
<b>Board of Supervisors Regular Meeting: FY26 Budget Public Hearing (12 Days' Notice)</b>	<b>Tuesday, May 13, 2025 (Must be at least 7 days after the public hearing notice per §15.2-2506)</b>
<b>Tax Bills Sent Out by TR:</b>	<b>By Week of May 12, 2025</b>
<b>Board of Supervisors Regular Meeting: FY26 Budget Adoption &amp; Appropriation</b>	<b>Tuesday, June 10, 2024 (Must be at least 7 days after public hearing per §15.2-2506)</b>

*\*Calendar may be adjusted based on the rate of progress of the Board's work on the budget*

BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
Central DistrictJESSE N. RUTHERFORD  
East DistrictJ. DAVID PARR  
West DistrictDR. JESSICA LIGON  
South DistrictCANDICE W. MCGARRY  
County AdministratorAMANDA B. SPIVEY  
Administrative Assistant/  
Deputy ClerkGRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-10**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPOINTMENT OF A LOCAL FIRE MARSHAL**

**WHEREAS**, the Wintergreen Fire and Police Departments have requested the Board of Supervisor's appointment of a local Fire Marshal pursuant to Title 27 Fire Protection, Chapter 3. Local Fire Marshals, §27-30 of the State Code of Virginia, 1950 as Amended; and

**WHEREAS**, it is the Board's opinion that such an appointment is deemed expedient and would ensure the health, safety, and welfare of citizens and visitors within the Wintergreen Master Plan area;

**NOW, THEREFORE BE IT RESOLVED**, the Nelson County Board of Supervisors hereby appoints Joshua A. Bean Fire Marshal, to serve at the pleasure of the Board, whose authority is limited to the geographical area encompassed by the Wintergreen Master Plan. The appointee shall be an employee of, and compensated by, the Wintergreen Property Owners Association and supervised by the Wintergreen Police Department. The Fire Marshall shall have the following authority and duties within the limits for which he was appointed:

1. He shall make an investigation into the origin and cause of every fire and explosion occurring within the limits for which he was appointed. He may issue a summons directed to the sheriff commanding the officer to summon witnesses to attend before him at such time and place as he may direct.
2. He has the authority to arrest, to procure and serve warrants of arrest and to issue summons in the manner authorized by general law for violation of fire prevention and fire safety laws and related ordinances.
3. He is authorized the same police powers as a sheriff, police officer, or law-enforcement officer
4. He is responsible for the investigation and prosecution of all offenses involving hazardous materials, fires, fire-bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances, and fire-bombs.
5. He has the authority to order immediate compliance with law, etc., or prohibit use of building or equipment.

The appointee's authority will commence upon completion of training as required by the Department of Criminal Justice Services and the Wintergreen Police Department and after the administration of the oath faithfully to discharge the duties of the office.

Approved: \_\_\_\_\_, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

## Fire Marshal Q&A

The accompanying information below was written by Curtis Sheets, Chief of Wintergreen Fire & Rescue and provided to Greg Truslow for distribution to the Nelson County Chamber of Commerce's membership list.

### **What is being proposed?**

WFD is requesting the Nelson BOS to appoint Captain Josh Bean as "Fire Marshall" for the Wintergreen Master Plan section of Nelson County,

### **What would this person do?**

Investigate the cause and origin of every fire within Wintergreen and conduct routine inspections of Wintergreen commercial space. Additionally, the Fire Marshall would be responsible for ensuring any fireworks displays at Wintergreen were conducted in a safe and legal manner.

### **Does this require Wintergreen to add a staff position?**

No. This task would be assigned to one of our existing Captains and he would complete these tasks during his regularly scheduled tour of duty, unless there was an active fire during his time off, at which point he would return to work.

### **When did Wintergreen start preparing for this and how much have they invested?**

Josh began his training track for this position approximately 2 years ago. We have invested roughly 20k so far. Josh still needs to attend a Basic Law Enforcement academy. Sending a Captain away for a 26-week academy will cost us approximately 30k.

### **Will this cost Nelson County anything?**

No

### **Will this represent any revenue opportunity for Wintergreen or Nelson County.**

No, it should not. In theory, if a summons is written for an issue at Wintergreen, the County could collect and keep the fees. Nonetheless, we don't anticipate writing many tickets. This process will be exactly like what is currently used by Wintergreen Police Department for speed enforcement at Wintergreen. Very few summonses are written.

**Will the Wintergreen Marshall do any work in Nelson County which isn't on the Wintergreen Master Plan?**

No, not unless some dire circumstance causes the Sheriff's Office to request our assistance.

**Why is this issue coming before the Nelson BOS?**

Virginia code requires the BOS to authorize this.

**Are the other Fire Departments in Nelson County aware of and in support of this proposal?**

Yes. This has been discussed and approved by the Nelson County Emergency Services Council.

**Who else has reviewed this request?**

County Administrator

County Attorney

Commonwealth Attorney

Building Inspector

Sheriff

Wintergreen Police Chief

Wintergreen Property Owners Association

**Why is this important now?**

Wintergreen is undergoing an audit by the Insurance Safety Office and improvement is needed. As a part of our improvement plan, we have incorporated increase fire prevention efforts.

**Does this proposal in any way affect how fire and medical services are provided in areas other than Wintergreen?**

No. This proposal does not affect any person who does not live or own property at Wintergreen.



Candy,

Per your request I asked Josh to put a formal proposal together citing code sections. You can find that below.

A few quick bullet points from me, some of which will be new to you:

- Wintergreen Fire Department just received a poor grade on our Insurance Safety Office evaluation. ISO audits occur every 10 years and many of the standards have changed since our last audit. On a scale of 1-10, the lower the score the better. We were previously an ISO-Class 2 department. Our new score is Class 5, which will mean drastic increases in property insurance if we can't improve during our 12-month improvement period. Since we currently receive zero points for risk mitigation, inspections, enforcement etc., adding a Fire Marshall to our toolbox is the fastest way to gain valuable points. We hope to secure a Class 3 rating.
- We currently don't investigate any fires at Wintergreen. We leave the official investigation to the insurance companies. Many structures at Wintergreen are now 50 years old and most are over 30 years old. Some materials used during construction (i.e. fireplaces) may have outlived their useful life and now be presenting a hazard. Without investigating fires, we will not be able to pick up on trending data which could be used to avoid fires, save property, and potentially save lives.
- Warnings don't seem to work anymore. Six months ago, the average speed of vehicles passing by Station One (mountain) was 33 mph. Wintergreen Police invested thousands of hours in focused patrols stopping hundreds of cars to issue warnings. And yet, the average speed did not change. Wintergreen Police started issuing speeding tickets. 63 tickets later, the average speed has dropped to just over 30 mph. This is exactly where we are with potentially dangerous fire code issues. We need the ability to warn, warn, warn....summons.
- For the overwhelming majority of structure fires in Nelson, if there aren't a sufficient number of firefighters to make an interior attack, crews will "hit it hard from the yard". This only works because 99% of the time they know for certain there are no occupants in the structure. This strategy absolutely does not work in the Resort village. The buildings are huge, and they will almost certainly have an occupant. Our suppression crews are operating in a very high-hazard environment, and we need to do all we can to ensure they are able to go home to their families at the end of their shift. I very big part of this is risk reduction.

- The Wintergreen Fire Marshall only receives authority through the Wintergreen Police Department. If a warrant is sought for any reason, it must be approved by the Chief of Police. Additionally, the Chief of Police can shut the entire program down without notice. The Wintergreen Police Department derives its power through the Nelson County Sheriff. The Sheriff could affectively suspend the Wintergreen Police Department without notice. This provides two “checks” on the power of the Wintergreen Fire Marshall’s Office and Nelson County has absolute and final control. Our MOU will mirror WPDs which is to say our work will be confined to the Wintergreen Master Plan and any requests for mutual aid beyond the Master Plan will be considered on an individual basis.
- We have had multiple meetings with Sheriff Embrey and his staff, Chief Russell and his staff, as well as Jay Roberts over the last year. There has also been a fair amount of communication with the Commonwealth’s Attorney and Building Inspections Department. If there are any current objections or concerns, I’m not aware of them.

Official request:

Nelson County Board of Supervisors

Dear Members of the Board,

I am writing to formally request the appointment of a local Fire Marshal for the Wintergreen Fire Department in Nelson County, pursuant to the Code of Virginia § 27-30. This request is specific to the Wintergreen masterplan and will function within the Wintergreen Police Department law enforcement area and MOU. This request is made to enhance our county's ability to respond to fire-related incidents with a comprehensive, organized approach, particularly in terms of fire investigations and enforcement of fire safety regulations.

#### Background and Need for the Appointment

The establishment of a local Fire Marshal will address the growing need for professional oversight in fire-related matters, including origin and cause investigations, criminal investigation related to arson, and compliance of the fire code. With this appointment, the Fire Marshal would be empowered to conduct thorough investigations into the causes of fires, including criminal cases when appropriate, thus improving public safety and facilitating prompt responses to potential fire-related criminal activities.

#### Employer of the Appointee

The appointee is employed by Wintergreen Fire Department. The Fire Marshal serves under the supervision of the Wintergreen Police Department or a designated department, as determined by the Board. The appointee would work in collaboration with local fire departments, law enforcement, and other relevant agencies.

#### Scope of Powers and Authority

In accordance with the Code of Virginia § 23-34.2:1, I request that the Board grant the appointed Fire Marshal the following powers:

1. Full police powers, including the authority to enforce fire laws, codes, and regulations within Nelson County specific to the Wintergreen Masterplan.

2. The ability to conduct origin and cause investigations of fires, including criminal investigations involving arson and other fire-related crimes.

3. The authority to issue citations and make arrests related to violations of fire safety laws and regulations.

4. The ability to coordinate with local law enforcement and other agencies in the pursuit of fire-related criminal investigations and to ensure the safety of the community.

5. The investigation and prosecution of all offenses involving hazardous materials, fires, firebombing, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances, and firebombs.

6. Power to order immediate compliance with law or prohibit use of building or equipment.

These powers are essential to enabling the Fire Marshal to effectively perform their duties and ensure the safety and wellbeing of our community by addressing fire hazards, preventing future incidents, and ensuring justice is served in cases of fire-related crimes.

The powers requested above would be effective after the administration of an oath pursuant to §27-37. Police powers would not be effective until the completion of a law enforcement academy pursuant to § 27-34.2:1.

I kindly request that the Board give this request due consideration, and I am happy to provide any additional information or meet to discuss the details further. Please feel free to contact me if you require any further information or clarification.

Thank you for your time and attention to this important matter.

Sincerely,

**Joshua A. Bean, NRP, FIT**  
Captain - Fire Investigator

Wintergreen Fire & Rescue  
C:(434)-688-5287  
S:(434) 325-1051

## Chapter 3. Local Fire Marshals

### **§ 27-30. Appointment of fire marshal**

An officer, who shall be called a "fire marshal," may be appointed for each county, city or town, by the governing body thereof, whenever, in the opinion of such body, the appointment shall be deemed expedient. The term "fire marshal" as used in this chapter may include the local fire official and local arson investigator when appointed pursuant to this section.

Code 1919, § 3137; 1970, c. 187; 1977, c. 334; 1984, c. 644.

### **§ 27-31. Investigation of fires and explosions**

Such fire marshal shall make an investigation into the origin and cause of every fire and explosion occurring within the limits for which he was appointed, and for any such service he shall receive such compensation as the governing body may allow.

Code 1919, § 3138; 1997, c. [436](#).

### **§ 27-32. Summoning witnesses and taking evidence**

In making investigations pursuant to § [27-31](#), the fire marshal may issue a summons directed to a sheriff or sergeant of any county, city or town commanding the officer to summon witnesses to attend before him at such time and place as he may direct. Any such officer to whom the summons is delivered, shall forthwith execute it, and make return thereof to the fire marshal at the time and place named therein.

Witnesses, on whom the summons before mentioned is served, may be compelled by the fire marshal to attend and give evidence, and shall be liable in like manner as if the summons had been issued by a magistrate in a criminal case. They shall be sworn by the fire marshal before giving evidence, and their evidence shall be reduced to writing by him, or under his direction, and subscribed by them respectively.

Code 1919, §§ 3138, 4808, 4810; 1970, c. 187; 1997, c. [436](#); 2008, cc. [551](#), [691](#).

#### **§ 27-32.1. Right of entry to investigate cause of fire or explosion**

If in making such an investigation, the fire marshal shall make complaint under oath that there is good cause of suspicion or belief that the burning of or explosion on any land, building or vessel or of any object was caused by any act constituting a crime as defined in Article 1 (§ [18.2-77](#) et seq.) of Chapter 5 of Title 18.2 and that he has been refused admittance to the land, building or vessel or to examine the object in or on which any fire or explosion occurred within fifteen days after the extinguishment of such, any magistrate serving the city or county where the land, building, vessel or object is located may issue a warrant to the sheriff of the county or the sergeant of the city requiring him to enter such land, building or vessel or the premises upon which the object is located in the company of the fire marshal for the purposes of conducting a search for evidence showing that such fire or explosion was caused by any act defined in Article 1 of Chapter 5, of Title 18.2.

1970, c. 187; 2008, cc. [551](#), [691](#).

#### **§ 27-32.2. Issuance of fire investigation warrant**

A. If, in undertaking such an investigation, the fire marshal or investigator appointed pursuant to § 27-56 makes an affidavit under oath that the origin or cause of any fire or explosion on any land, building, or vessel, or of any object is undetermined and that he has been refused admittance thereto, or is unable to gain permission to enter such land, building, or vessel, or to examine such object, within 15 days after the extinguishing of such, any magistrate serving the city or county where the land, building, vessel, or object is located may issue a fire investigation warrant to the fire marshal or investigator appointed pursuant to § 27-56 authorizing him to enter such land, building, vessel, or the premises upon which the object is located for the purpose of determining the origin and source of such fire or explosion. After issuing a warrant under this section, the magistrate shall file the affidavit in the manner prescribed by § 19.2-54. After executing the warrant, the fire marshal, or investigator appointed pursuant to § 27-56, shall return the warrant to the clerk of the circuit court of the city or county wherein the investigation was made.

B. If the fire marshal or investigator appointed pursuant to § 27-56, after gaining access to any land, building, vessel, or other premises pursuant to such a fire investigation warrant, has probable cause to believe that the burning or explosion was caused by any act constituting a criminal offense, he shall discontinue the investigation until a search warrant has been obtained pursuant to § 27-32.1, or consent to conduct the search has otherwise been given.

1987, c. 701; 2008, cc. 551, 691; 2012, cc. 279, 330; 2014, c. 354.

### **§ 27-33. Report of investigation**

The fire marshal shall make report to the governing body by whom he was appointed of any investigation made by him as soon thereafter as practicable, returning therewith the evidence taken by him and submitting such recommendations therein as he may think the public interest demands.

Code 1919, § 3138.

### **§ 27-34. Duties and powers at fires**

Whenever any fire occurs, it shall be the duty of such fire marshal or his designated representative to be present at the same and advise and act in concert with such officers of police as may be present; and, for preserving order at and during the existence of such fire, and for the protection of property, he shall have concurrent powers with the officers of police, and the chief, director, or other officer in charge, but shall not exercise any authority which will conflict with the powers of any chief, director, or other officer in command of any fire department in the discharge of his special duties as such.

Code 1919, § 3139; 1970, c. 187; 2008, c. 410.

### **§ 27-34.1. Power of fire marshal or fire chief to take property found at scene of fire or explosion; restitution of such property**

The fire chief, fire marshal or his designated representative is authorized to take and preserve any property found at the scene of a fire or explosion during his presence there while in the act of extinguishing such or found later with the consent of the owner or pursuant to § 27-32.1, which property indicates the fire or explosion was intentionally caused. Any person whose property is so taken and held may petition the circuit court of the county or city in which the property was taken or judge in vacation, for return of the property, and the court may order restitution upon such conditions as are appropriate for preservation of evidence, including the posting of bond.

1970, c. 187; 1979, c. 189.

**§ 27-34.2. Power to arrest, to procure and serve warrants and to issue summons; limitation on authority**

In addition to such other duties as may be prescribed by law, the local fire marshal and his assistants appointed pursuant to § 27-36 shall, if authorized by the governing body of the county, city or town appointing the local fire marshal, have the authority to arrest, to procure and serve warrants of arrest and to issue summons in the manner authorized by general law for violation of fire prevention and fire safety laws and related ordinances. The authority granted in this section shall not be exercised by any local fire marshal or assistant until such person has satisfactorily completed a training course designed specifically for local fire marshals and their assistants, which course shall be approved by the Virginia Fire Services Board.

The Department of Fire Programs in cooperation with the Department of Criminal Justice Services shall have the authority to design, establish and maintain the required courses of instruction through such agencies and institutions as the Departments jointly may deem appropriate and to approve such other courses as such Departments determine appropriate.

The authority granted in this section shall not be construed to authorize a fire marshal or his assistants to wear or carry firearms.

1974, c. 334; 1975, c. 173; 1979, c. 402; 1984, c. 779; 1986, c. 60; 1988, c. 65; 1997, c. 436.

**§ 27-34.2:1. Police powers of fire marshals**

In addition to such other duties as may be prescribed by law, the local fire marshal and those assistants appointed pursuant to § 27-36 designated by the fire marshal shall, if authorized by the governing body of the county, city, or town appointing the local fire marshal, have the same police powers as a sheriff, police officer, or law-enforcement officer. The investigation and prosecution of all offenses involving hazardous materials, fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances, and fire bombs shall be the responsibility of the fire marshal or his designee, if authorized by the governing body of the county, city, or town appointing the local fire marshal. The police powers granted in this section shall not be exercised by any local fire marshal or assistant until such person has satisfactorily completed a basic law-enforcement course for fire marshals with police powers, and maintains satisfactory participation in in-service and advanced courses and programs, designed by the Department of Fire Programs in cooperation with the Department of Criminal Justice Services, which course shall be approved by the Virginia Fire Services Board.

Current or prior certification as a law-enforcement officer, who retired or resigned from his position as a law-enforcement officer in good standing, may satisfy the police powers training requirements upon successful review to determine equivalency by the Department of Fire Programs in cooperation with the Department of Criminal Justice Services.

In addition, fire marshals with police powers shall continue to exercise those powers only upon satisfactory participation in in-service and advanced courses and programs designed by the Department of Fire Programs in cooperation with the Department of Criminal Justice Services, which courses shall be approved by the Virginia Fire Services Board.

1977, c. 209; 1979, c. 446; 1984, c. 779; 1986, c. 60; 1988, c. 65; 2000, cc. 39, 390; 2023, cc. 215,



### **§ 27-34.3. Power to order immediate compliance with law, etc., or prohibit use of building or equipment**

The local fire marshal shall, if authorized by the governing body of the county, city or town appointing him, have the authority to exercise the powers authorized by the Fire Prevention Code. However, an order prohibiting the use of a building or equipment issued pursuant to this section shall not be effective beyond the date of a determination made by the authorities identified in and pursuant to § 27-97, regardless of whether or not said determination overrules, modifies or affirms the order of the local fire marshal. If an order of the local fire marshal issued pursuant to this section conflicts to any degree with an order previously issued by an authority identified in and pursuant to § 27-97, the latter order shall prevail. The local fire marshal shall immediately report to the authorities identified in § 27-97 on the issuance and content of any order issued pursuant to this section.

1975, c. 216; 1988, c. 199.

### **§ 27-34.4. Inspection and review of plans of buildings under construction**

Inspection of buildings other than state-owned buildings under construction and the review and approval of building plans for these structures for enforcement of the Uniform Statewide Building Code shall be the sole responsibility of the appropriate local building inspectors. Upon completion of such structures, responsibility for fire safety protection shall pass to the local fire marshal or official designated by the locality to enforce the Statewide Fire Prevention Code (§ 27-94 et seq.) in those localities which enforce the Statewide Fire Prevention Code.

1980, c. 498; 1989, c. 258.

### **§ 27-35. Penalty for failure to discharge duty**

For his failure to discharge any duty required of him by law the fire marshal shall be liable for each offense to a fine not exceeding \$100, to be imposed by the governing body and to be collected as other fines are collected.

Code 1919, § 3138.

### **§ 27-36. Appointment, powers and duties of assistant fire marshals**

The governing body of any county, city or town, or its designee may appoint one or more assistants, who, in the absence of the fire marshal, shall have the powers and perform the duties of the fire marshal.

Code 1919, § 3140; 1970, c. 187; 1984, c. 644; 1998, c. 236.

### **§ 27-37. Oath of fire marshal and assistants**

The fire marshal and his assistants, before entering upon their duties, shall respectively take an oath, before any officer authorized to administer oaths, faithfully to discharge the duties of such office; the certificate of the oath shall be returned to and preserved by such governing body.

Code 1919, § 3140.

### **§ 27-37.1. Right of entry to investigate releases of hazardous material, hazardous waste, or regulated substances**

A. The fire marshal shall have the right, if authorized by the governing body of the county, city,

or town appointing the fire marshal, to enter upon any property from which a release of any hazardous material, hazardous waste, or regulated substance, as defined in § 10.1-1400 or 62.1-44.34:8, has occurred or is reasonably suspected to have occurred and which has entered into the ground water, surface water or soils of the county, city or town in order to investigate the extent and cause of any such release.

B. If, in undertaking such an investigation, the fire marshal makes an affidavit under oath that the origin or cause of any such release is undetermined and that he has been refused admittance to the property, or is unable to gain permission to enter the property, any magistrate serving the city or county where the property is located may issue an investigation warrant to the fire marshal authorizing him to enter such property for the purpose of determining the origin and source of the release. After issuing a warrant under this section, the magistrate shall file the affidavit in the manner prescribed by § 19.2-54. After executing the warrant, the fire marshal shall return the warrant to the clerk of the circuit court of the city or county wherein the investigation was made.

C. If the fire marshal, after gaining access to any property pursuant to such investigation warrant, has probable cause to believe that the release was caused by any act constituting a criminal offense, he shall discontinue the investigation until a search warrant has been obtained or consent to conduct the search has otherwise been given.

1992, c. 712; 2008, cc. 551, 691; 2014, c. 354.

BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
Central DistrictJESSE N. RUTHERFORD  
East DistrictJ. DAVID PARR  
West DistrictDR. JESSICA LIGON  
South DistrictCANDICE W. MCGARRY  
County AdministratorAMANDA B. SPIVEY  
Administrative Assistant/  
Deputy ClerkGRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-16**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**FY26 HEALTH INSURANCE RENEWAL AND ESTABLISHMENT OF RATES**

**WHEREAS**, Nelson County participates in the Local Choice Health Benefits Program and the renewal deadline for the next plan year of July 1, 2025-June 30, 2026 is April 1, 2025, and

**WHEREAS**, premiums for the next plan year will remain the same for the current Anthem Blue Cross Blue Shield plan offerings;

**NOW THEREFORE BE IT RESOLVED**, by the Nelson County Board of Supervisors that Nelson County's 2025-2026 health insurance plan year renewal rates be hereby established for active employees and retirees as follows and submitted to Local Choice by the renewal deadline of April 1, 2025:

Active Employees	FY26 (July 1, 2025-June 30, 2026)		
<b>Key Advantage 250</b>	Employee	County	Total
Single, Comprehensive	\$ 94.00	\$ 845.00	\$ 939.00
Dual, Comprehensive	\$ 616.00	\$ 1,122.00	\$1,738.00
Family, Comprehensive	\$ 1,167.00	\$1,369.00	\$2,536.00
Single, Preventative	\$ 92.00	\$ 826.00	\$ 918.00
Dual, Preventative	\$ 602.00	\$ 1,097.00	\$ 1,699.00
Family, Preventative	\$ 1,141.00	\$ 1,339.00	\$ 2,480.00

<b>Key Advantage 500</b>	Employee	County	Total
Single, Comprehensive	\$ 85.00	\$ 765.00	\$ 850.00
Dual, Comprehensive	\$ 557.00	\$ 1,015.00	\$ 1,572.00
Family, Comprehensive	\$ 1,056.00	\$ 1,239.00	\$ 2,295.00
Single, Preventative	\$ 83.00	\$ 746.00	\$ 829.00
Dual, Preventative	\$ 544.00	\$ 990.00	\$ 1,534.00
Family, Preventative	\$ 1,031.00	\$ 1,209.00	\$ 2,240.00

<b>High Deductible Health Plan</b>	<b>Employee</b>	<b>County</b>	<b>Total</b>
Single, Comprehensive	-	\$ 686.00	\$ 686.00
Dual, Comprehensive	\$ 402.00	\$ 867.00	\$ 1,269.00
Family, Comprehensive	\$ 803.00	\$ 1,047.00	\$ 1,850.00
Single, Preventative	-	\$ 665.00	\$ 665.00
Dual, Preventative	\$ 390.00	\$ 840.00	\$ 1,230.00
Family, Preventative	\$ 780.00	\$ 1,016.00	\$ 1,796.00

<b>Retirees Not Eligible For Medicare (Before County Supplement)</b>	
<b>Key Advantage 250</b>	<b>Retiree</b>
Single, Comprehensive	\$ 939.00
Dual, Comprehensive	\$1,738.00
Family, Comprehensive	\$2,536.00
Single, Preventative	\$ 918.00
Dual, Preventative	\$ 1,699.00
Family, Preventative	\$ 2,480.00

<b>Key Advantage 500</b>	<b>Retiree</b>
Single, Comprehensive	\$ 850.00
Dual, Comprehensive	\$ 1,572.00
Family, Comprehensive	\$ 2,295.00
Single, Preventative	\$ 829.00
Dual, Preventative	\$ 1,534.00
Family, Preventative	\$ 2,240.00

<b>High Deductible Health Plan</b>	<b>Retiree</b>
Single, Comprehensive	\$ 686.00
Dual, Comprehensive	\$ 1,269.00
Family, Comprehensive	\$ 1,850.00
Single, Preventative	\$ 665.00
Dual, Preventative	\$ 1,230.00
Family, Preventative	\$ 1,796.00

<b>Retiree Medicare Plans (Before County Supplement)</b>	
Advantage 65 (Dental & Vision)	\$218.00

Adopted: March 11, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



## Statewide Plans

STATEWIDE PLANS – RENEWAL RATES

# THE LOCAL CHOICE HEALTH CARE PROGRAM

## COUNTY OF NELSON

### GROUP # T05072

### RATES EFFECTIVE 07/01/25 - 06/30/26

#### RATES WITH COMPREHENSIVE DENTAL

ACTIVE EMPLOYEES	SINGLE	DUAL	FAMILY
Key Advantage Expanded	\$1,019	\$1,885	\$2,751
* Key Advantage 250	\$939	\$1,738	\$2,536
* Key Advantage 500	\$850	\$1,572	\$2,295
Key Advantage 1000	\$815	\$1,507	\$2,200
* High Deductible Health Plan	\$686	\$1,269	\$1,850
RETIREES NOT ELIGIBLE FOR MEDICARE			
Key Advantage Expanded	\$1,019	\$1,885	\$2,751
* Key Advantage 250	\$939	\$1,738	\$2,536
* Key Advantage 500	\$850	\$1,572	\$2,295
Key Advantage 1000	\$815	\$1,507	\$2,200
* High Deductible Health Plan	\$686	\$1,269	\$1,850

#### RATES WITH PREVENTIVE DENTAL ONLY

ACTIVE EMPLOYEES	SINGLE	DUAL	FAMILY
Key Advantage Expanded	\$998	\$1,846	\$2,694
* Key Advantage 250	\$918	\$1,699	\$2,480
* Key Advantage 500	\$829	\$1,534	\$2,240
Key Advantage 1000	\$794	\$1,469	\$2,145
* High Deductible Health Plan	\$665	\$1,230	\$1,796
RETIREES NOT ELIGIBLE FOR MEDICARE			
Key Advantage Expanded	\$998	\$1,846	\$2,694
* Key Advantage 250	\$918	\$1,699	\$2,480
* Key Advantage 500	\$829	\$1,534	\$2,240
Key Advantage 1000	\$794	\$1,469	\$2,145
* High Deductible Health Plan	\$665	\$1,230	\$1,796

#### \* Benefit Plans Currently Offered

COVERAGE UNDER ALL THE LOCAL CHOICE PLANS IS APPLICABLE TO THE FOLLOWING :

- Active Employees and their Dependents
- Retirees not eligible for Medicare and their Dependents not eligible for Medicare, and/or Dependents of Medicare eligible Retirees who are not Medicare eligible.

IF COVERAGE IS OFFERED TO MEDICARE ELIGIBLE RETIREES AND THEIR MEDICARE ELIGIBLE DEPENDENTS, it must be obtained through one of our Medicare Supplemental Contracts which require participation in both Parts A and B of Medicare to receive maximum benefits.

THE PCORI FEE is the responsibility of the group and payment should be submitted directly to HHS; therefore, this fee is not included in the rates.

**THE LOCAL CHOICE HEALTH CARE PROGRAM**  
**COUNTY OF NELSON**  
**GROUP # T05072**  
**COBRA RATES EFFECTIVE 07/01/25 - 06/30/26**

**COBRA RATES WITH COMPREHENSIVE DENTAL**

<b>ACTIVE EMPLOYEES</b>	<b>SINGLE</b>	<b>DUAL</b>	<b>FAMILY</b>
Key Advantage Expanded	\$1,039.38	\$1,922.70	\$2,806.02
* Key Advantage 250	\$957.78	\$1,772.76	\$2,586.72
* Key Advantage 500	\$867.00	\$1,603.44	\$2,340.90
Key Advantage 1000	\$831.30	\$1,537.14	\$2,244.00
* High Deductible Health Plan	\$699.72	\$1,294.38	\$1,887.00
<b>RETIREES NOT ELIGIBLE FOR MEDICARE</b>			
Key Advantage Expanded	\$1,039.38	\$1,922.70	\$2,806.02
* Key Advantage 250	\$957.78	\$1,772.76	\$2,586.72
* Key Advantage 500	\$867.00	\$1,603.44	\$2,340.90
Key Advantage 1000	\$831.30	\$1,537.14	\$2,244.00
* High Deductible Health Plan	\$699.72	\$1,294.38	\$1,887.00

**COBRA RATES WITH PREVENTIVE DENTAL ONLY**

<b>ACTIVE EMPLOYEES</b>	<b>SINGLE</b>	<b>DUAL</b>	<b>FAMILY</b>
Key Advantage Expanded	\$1,017.96	\$1,882.92	\$2,747.88
* Key Advantage 250	\$936.36	\$1,732.98	\$2,529.60
* Key Advantage 500	\$845.58	\$1,564.68	\$2,284.80
Key Advantage 1000	\$809.88	\$1,498.38	\$2,187.90
* High Deductible Health Plan	\$678.30	\$1,254.60	\$1,831.92
<b>RETIREES NOT ELIGIBLE FOR MEDICARE</b>			
Key Advantage Expanded	\$1,017.96	\$1,882.92	\$2,747.88
* Key Advantage 250	\$936.36	\$1,732.98	\$2,529.60
* Key Advantage 500	\$845.58	\$1,564.68	\$2,284.80
Key Advantage 1000	\$809.88	\$1,498.38	\$2,187.90
* High Deductible Health Plan	\$678.30	\$1,254.60	\$1,831.92

**\* Benefit Plans Currently Offered**

COVERAGE UNDER ALL THE LOCAL CHOICE PLANS IS APPLICABLE TO THE FOLLOWING :

- Active Employees and their Dependents
- Retirees not eligible for Medicare and their Dependents not eligible for Medicare, and/or Dependents of Medicare eligible Retirees who are not Medicare eligible.

IF COVERAGE IS OFFERED TO MEDICARE ELIGIBLE RETIREES AND THEIR MEDICARE ELIGIBLE DEPENDENTS, it must be obtained through one of our Medicare Supplemental Contracts which require participation in both Parts A and B of Medicare to receive maximum benefits.

THE PCORI FEE is the responsibility of the group and payment should be submitted directly to HHS; therefore, this fee is not included in the rates.



# THE LOCAL CHOICE HEALTH CARE PROGRAM RENEWAL ANALYSIS

(EXCLUDES ADVANTAGE 65 PREMIUMS & CLAIMS)

## COUNTY OF NELSON GROUP # T05072 EFFECTIVE 07/01/25 - 06/30/26

I. Income at Current Rates <sup>1</sup>	\$1,698,144
II. Projected Medical Claims Related Charges <sup>2</sup>	
A. Paid Claims for 10/1/2023 through 9/30/24	\$714,984
B. 0 Claims in excess of pooling limit \$125,000	\$0
C. Subtotal	\$714,984
D. Change in Incurred But Not Reported Claims	\$14,300
E. Enrollment Adjustment	\$28,588
F. Benefit Adjustment	(\$38)
G. Medical Trend for 21 months	\$97,761
H. Impact of blending	\$159,726
I. Total Medical Projected Incurred Claims	\$1,015,320
III. Projected Reinsurance Charges	\$178,087
IV. Projected Medical Administrative Charges <sup>3</sup>	\$64,696
V. Projected Dental Capitation ( <i>assumes all have Comprehensive Dental</i> )	\$63,118
VI. Projected Drug Capitation	\$347,147
VII. TLC Contingency Reserve or Risk Fee <sup>4</sup>	\$29,777
VIII. Total Income Requirement (II. + III. + IV. + V. + VI. + VII.)	\$1,698,144
<b>PERCENTAGE ADJUSTMENT</b>	<b>0.0%</b>

<sup>1</sup> ILLUSTRATIVE INCOME AT CURRENT RATES IS BASED ON THE FOLLOWING ENROLLMENT:

	SINGLE	DUAL	FAMILY	TOTAL
Key Advantage Expanded				
Key Advantage 250	66	15	10	91
Key Advantage 500	23	2	1	26
Key Advantage 1000				
High Deductible Health Plan		1	1	2
<b>TOTAL</b>	<b>89</b>	<b>18</b>	<b>12</b>	<b>119</b>

<sup>2</sup> ANNUAL MEDICAL TREND IS EQUAL TO 7.2%

<sup>3</sup> MEDICAL ADMIN AS A PERCENTAGE OF TOTAL INCOME REQUIREMENTS IS 3.8%

<sup>4</sup> INCLUDES DHRM PROGRAM ADMINISTRATION AND COMMONHEALTH





# Statewide Plans

## COMPARISON OF BENEFITS



# 2025 Comparison Of Statewide Plans

Effective July 1, 2025 or October 1, 2025

# The Local Choice 2025 Comparison of Statewide Plans

	Key Advantage Expanded	Key Advantage 250
<b>Plan Year Deductible</b> (Key Advantage: Applies to Certain Medical Services as Indicated on Chart)  (HDHP: Applies to Medical, Behavioral Health, and Prescription Drug Services)	<b>In-Network:</b> One Person      Two People      Family \$100              See Family      \$200  <b>Out-of-Network:</b> \$200              See Family      \$400	<b>In-Network:</b> One Person      Two People      Family \$250              See Family      \$500  <b>Out-of-Network:</b> \$500              See Family      \$1,000
<b>Plan Year Out-of-pocket Expense Limit</b>	<b>In-Network:</b> One Person      Two People      Family \$2,000              See Family      \$4,000  <b>Out-of-Network:</b> \$3,000              See Family      \$6,000	<b>In-Network:</b> One Person      Two People      Family \$3,000              See Family      \$6,000  <b>Out-of-Network:</b> \$5,000              See Family      \$10,000
<b>Out-of-Network Benefits</b>	Yes. Once you meet the out-of-network deductible, you pay 30% coinsurance for medical and behavioral health services. Copayments do not apply to medical and behavioral health services. Copayments and coinsurance for routine vision, outpatient prescription drugs and dental services will still apply.	Yes. Once you meet the out-of-network deductible, you pay 30% coinsurance for medical and behavioral health services. Copayments do not apply to medical and behavioral health services. Copayments and coinsurance for routine vision, outpatient prescription drugs and dental services will still apply.
<b>Medical Care When Traveling (BlueCard)</b>	Included	Included
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Covered Services</b>	<b>In-Network You Pay</b>	<b>In-Network You Pay</b>
<b>Ambulance Travel</b>	20% coinsurance after deductible	20% coinsurance after deductible
<b>Autism Spectrum Disorder</b>	Copayment/coinsurance determined by service received	Copayment/coinsurance determined by service received
<b>Behavioral Health and EAP</b> <i>Inpatient treatment</i> <ul style="list-style-type: none"> <li>• Facility Services</li> <li>• Professional Provider Services</li> </ul> <i>Outpatient Professional Provider Visits</i>	\$300 copayment per stay \$0  \$15 copayment	\$400 copayment per stay \$0  \$20 copayment
<b>Employee Assistance Program (EAP)</b> 4 visits per issue (per plan year)	\$0	\$0
<b>Dental Care</b> <b>Preventive Dental Option</b> ( <i>diagnostic and preventive services only for lower premium</i> )  <b>Comprehensive Dental Option</b> ( <i>for higher premium</i> ) Dental Plan Year Deductible Plan Year Maximum (Except Orthodontics) <ul style="list-style-type: none"> <li>• Preventive Dental Care</li> <li>• Primary Dental Care</li> <li>• Major Dental Care</li> <li>• Orthodontic Services (Includes Adult Ortho)</li> </ul>	\$0   One Person      Two People      Family \$25              \$50              \$75 \$1,500 \$0 20% coinsurance after dental deductible 50% coinsurance after dental deductible 50% coinsurance, no dental deductible, with \$1,500 lifetime maximum	\$0   One Person      Two People      Family \$25              \$50              \$75 \$1,500 \$0 20% coinsurance after dental deductible 50% coinsurance after dental deductible 50% coinsurance, no dental deductible, with \$1,500 lifetime maximum

Key Advantage 500			Key Advantage 1000			High Deductible Health Plan		
<b>In-Network:</b> One Person \$500	Two People <i>See Family</i>	Family \$1,000	<b>In-Network:</b> One Person \$1,000	Two People <i>See Family</i>	Family \$2,000	One Person \$3,300	Two People <i>See Family</i>	Family \$6,600
<b>Out-of-Network:</b> \$1,000	<i>See Family</i>	\$2,000	<b>Out-of-Network:</b> \$2,000	<i>See Family</i>	\$4,000	Deductible is combined for In-Network and Out-of-Network services.		
<b>In-Network:</b> One Person \$4,000	Two People <i>See Family</i>	Family \$8,000	<b>In-Network:</b> One Person \$5,000	Two People <i>See Family</i>	Family \$10,000	<b>In-Network:</b> One Person \$5,000	Two People <i>See Family</i>	Family \$10,000
<b>Out-of-Network:</b> \$7,000	<i>See Family</i>	\$14,000	<b>Out-of-Network:</b> \$9,000	<i>See Family</i>	\$18,000	<b>Out-of-Network:</b> \$10,000	<i>See Family</i>	\$20,000
Yes. Once you meet the out-of-network deductible, you pay 30% coinsurance for medical and behavioral health services. Copayments do not apply to medical and behavioral health services. Copayments and coinsurance for routine vision, outpatient prescription drugs and dental services will still apply.			Yes. Once you meet the out-of-network deductible, you pay 30% coinsurance for medical and behavioral health services. Copayments do not apply to medical and behavioral health services. Copayments and coinsurance for routine vision, outpatient prescription drugs and dental services will still apply.			Yes. Once you meet the combined deductible you pay 40% coinsurance for medical, behavioral health and prescription drug services from Out-of-Network providers.		
Included			Included			Included		
Unlimited			Unlimited			Unlimited		
<b>In-Network You Pay</b>			<b>In-Network You Pay</b>			<b>In-Network You Pay</b>		
20% coinsurance after deductible			20% coinsurance after deductible			20% coinsurance after deductible		
Copayment/coinsurance determined by service received			Copayment/coinsurance determined by service received			20% coinsurance after deductible		
20% coinsurance after deductible \$0			20% coinsurance after deductible \$0			20% coinsurance after deductible 20% coinsurance after deductible		
\$25 copayment			\$25 copayment			20% coinsurance after deductible		
\$0			\$0			\$0		
\$0			\$0			\$0		
<i>One Person</i> \$25 \$1,500 \$0	<i>Two People</i> \$50	<i>Family</i> \$75	<i>One Person</i> \$25 \$1,500 \$0	<i>Two People</i> \$50	<i>Family</i> \$75	<i>One Person</i> \$25 \$1,500 \$0	<i>Two People</i> \$50	<i>Family</i> \$75
20% coinsurance after dental deductible 50% coinsurance after dental deductible 50% coinsurance, no dental deductible, with \$1,500 lifetime maximum			20% coinsurance after dental deductible 50% coinsurance after dental deductible 50% coinsurance, no dental deductible, with \$1,500 lifetime maximum			20% coinsurance after dental deductible 50% coinsurance after dental deductible 50% coinsurance, no dental deductible, with \$1,500 lifetime maximum		

# The Local Choice 2025 Comparison of Statewide Plans (continued)

Covered Services	Key Advantage Expanded In-Network You Pay	Key Advantage 250 In-Network You Pay
Diabetic Education	\$0	\$0
Diabetic Equipment	20% coinsurance after deductible	20% coinsurance after deductible
Diabetic Supplies - See Outpatient Prescription Drugs		
Diagnostic Tests and X-rays (for specific conditions or diseases at a doctor's office, emergency room or outpatient hospital department)	20% coinsurance, no deductible	20% coinsurance after deductible
Doctor Visits – on an Outpatient Basis Primary Care Physicians Specialty Care Providers	\$15 copayment \$25 copayment	\$20 copayment \$35 copayment
Early Intervention Services	Copayment/coinsurance determined by service received	Copayment/coinsurance determined by service received
Emergency Room Visits Facility Services  Professional Provider Services – Primary Care Physicians – Specialty Care Providers Diagnostic Tests and X-rays	\$250 copayment per visit (waived if admitted to hospital)  \$15 copayment \$25 copayment 20% coinsurance, no deductible	\$350 copayment per visit (waived if admitted to hospital)  \$20 copayment \$35 copayment 20% coinsurance after deductible
Home Health Services (90 visit plan year limit per member)	\$0	\$0
Home Private Duty Nurse's Services	20% coinsurance after deductible	20% coinsurance after deductible
Hospice Care Services	\$0	\$0
Hospital Services Inpatient Treatment • Facility Services • Professional Provider Services – Primary Care Physicians – Specialty Care Providers Outpatient Treatment • Facility Services • Professional Provider Services – Primary Care Physicians – Specialty Care Providers Diagnostic Tests and X-Rays	\$300 copayment per stay  \$0 \$0  \$100 copayment  \$15 copayment \$25 copayment 20% coinsurance, no deductible	\$400 copayment per stay  \$0 \$0  \$150 copayment  \$20 copayment \$35 copayment 20% coinsurance after deductible



Key Advantage 500 In-Network You Pay	Key Advantage 1000 In-Network You Pay	High Deductible Health Plan In-Network You Pay
\$0	\$0	20% coinsurance after deductible
20% coinsurance after deductible	20% coinsurance after deductible	20% coinsurance after deductible
20% coinsurance after deductible	20% coinsurance after deductible	20% coinsurance after deductible
\$25 copayment \$40 copayment	\$25 copayment \$40 copayment	20% coinsurance after deductible 20% coinsurance after deductible
Copayment/coinsurance determined by service received	Copayment/coinsurance determined by service received	20% coinsurance after deductible
20% coinsurance after deductible	20% coinsurance after deductible	20% coinsurance after deductible
\$25 copayment \$40 copayment 20% coinsurance after deductible	\$25 copayment \$40 copayment 20% coinsurance after deductible	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible
\$0	\$0	20% coinsurance after deductible
20% coinsurance after deductible	20% coinsurance after deductible	20% coinsurance after deductible
\$0	\$0	20% coinsurance after deductible
20% coinsurance after deductible	20% coinsurance after deductible	20% coinsurance after deductible
\$0 \$0	\$0 \$0	20% coinsurance after deductible 20% coinsurance after deductible
20% coinsurance after deductible	20% coinsurance after deductible	20% coinsurance after deductible
\$25 copayment \$40 copayment 20% coinsurance after deductible	\$25 copayment \$40 copayment 20% coinsurance after deductible	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible



# The Local Choice 2025 Comparison of Statewide Plans (continued)

Covered Services	Key Advantage Expanded In-Network You Pay	Key Advantage 250 In-Network You Pay
<b>Maternity</b> <i>Professional Provider Services (Prenatal &amp; Postnatal Care)</i> – Primary Care Physicians – Specialty Care Providers  <i>Delivery</i> – Primary Care Physicians – Specialty Care Providers <i>Hospital Services for Delivery (Delivery Room, Anesthesia, Routine Nursing Care for Newborn)</i> <i>Outpatient Diagnostic Tests</i>	\$15 copayment \$25 copayment If your doctor submits one bill for delivery, prenatal and postnatal care services, there is no copayment required for physician care. If your doctor bills for these services separately, your payment responsibility will be determined by the services received.  \$0 \$0 \$300 copayment per stay*  20% coinsurance, no deductible	\$20 copayment \$35 copayment    \$0 \$0 \$400 copayment per stay*  20% coinsurance after deductible
<b>Medical Equipment, Appliances, Formulas, Prosthetics and Supplies</b>	20% coinsurance after deductible	20% coinsurance after deductible
<b>Outpatient Prescription Drugs - Mandatory Generic</b> <i>Retail up to 34-day supply*</i> *You may purchase up to a 90-day supply at a retail pharmacy by paying multiple copayments, or the coinsurance after the deductible  <i>Home Delivery Services (Mail Order)</i> Covered Drugs for up to a 90-Day Supply	Tier 1 - \$10 copayment Tier 2 - \$30 copayment Tier 3 - \$45 copayment Tier 4 - \$55 copayment  Tier 1 - \$20 copayment Tier 2 - \$60 copayment Tier 3 - \$90 copayment Tier 4 - \$110 copayment	Tier 1 - \$10 copayment Tier 2 - \$30 copayment Tier 3 - \$45 copayment Tier 4 - \$55 copayment  Tier 1 - \$20 copayment Tier 2 - \$60 copayment Tier 3 - \$90 copayment Tier 4 - \$110 copayment
<b>Diabetic Supplies</b>	20% coinsurance, no deductible	20% coinsurance, no deductible
<b>Prescription Insulin Drugs to Treat Diabetes</b>	34-day supply not to exceed \$50 90-day supply not to exceed \$150	34-day supply not to exceed \$50 90-day supply not to exceed \$150
<b>Routine vision - Blue View Vision Network</b> (Once Every Plan Year) <i>Routine Eye Exam</i> <i>Standard Eyeglass Lenses (in Lieu of Contact Lenses)</i> <i>Eyeglass Frames</i> <i>Contact Lenses (In Lieu of Eyeglass Lenses)</i> <ul style="list-style-type: none"> <li>• Elective</li> <li>• Non-Elective</li> </ul> <i>Upgrade Eyeglass Lenses (Available for Additional Cost)</i> <ul style="list-style-type: none"> <li>• UV Coating, Tints, Standard Scratch-Resistant</li> <li>• Standard Polycarbonate (Adult)</li> <li>• Standard Progressive</li> <li>• Standard Anti-Reflective</li> <li>• Other Add-Ons</li> </ul>	\$25 copayment \$20 copayment** Up to \$100 retail allowance***  Up to \$100 retail allowance Covered in full  \$15 \$40 \$65 \$45 20% off retail	\$35 copayment \$20 copayment** Up to \$100 retail allowance***  Up to \$100 retail allowance Covered in full  \$15 \$40 \$65 \$45 20% off retail
<b>Shots – Allergy &amp; Therapeutic Injections</b> (At Doctor's Office, Emergency Room or Outpatient Hospital Department)	20% coinsurance, no deductible	20% coinsurance after deductible

\*This plan will waive the hospital copayment if the member enrolls in the maternity management pre-natal program.

\*\*Polycarbonate lenses included at no additional cost for children under 19 years old.

\*\*\*You may select a frame greater than the covered allowance and receive a 20% discount for any additional cost over the allowance.

**Key Advantage 500**  
In-Network You Pay

**Key Advantage 1000**  
In-Network You Pay

**High Deductible Health Plan**  
In-Network You Pay

\$25 copayment  
\$40 copayment  
If your doctor submits one bill for delivery, prenatal and postnatal care services, there is no copayment required for physician care. If your doctor bills for these services separately, your payment responsibility will be determined by the services received.

\$0  
\$0  
20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible

\$25 copayment  
\$40 copayment  
\$0  
\$0  
20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible  
20% coinsurance after deductible

20% coinsurance after deductible  
20% coinsurance after deductible  
20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible

Tier 1 - \$10 copayment  
Tier 2 - \$30 copayment  
Tier 3 - \$45 copayment  
Tier 4 - \$55 copayment  
  
Tier 1 - \$20 copayment  
Tier 2 - \$60 copayment  
Tier 3 - \$90 copayment  
Tier 4 - \$110 copayment

20% coinsurance, no deductible

34-day supply not to exceed \$50  
90-day supply not to exceed \$150

Tier 1 - \$10 copayment  
Tier 2 - \$30 copayment  
Tier 3 - \$45 copayment  
Tier 4 - \$55 copayment  
  
Tier 1 - \$20 copayment  
Tier 2 - \$60 copayment  
Tier 3 - \$90 copayment  
Tier 4 - \$110 copayment

20% coinsurance, no deductible

34-day supply not to exceed \$50  
90-day supply not to exceed \$150

20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible

34-day supply not to exceed \$50  
90-day supply not to exceed \$150

\$40 copayment  
\$20 copayment\*\*  
Up to \$100 retail allowance\*\*\*

Up to \$100 retail allowance  
Covered in full

\$15  
\$40  
\$65  
\$45  
20% off retail

20% coinsurance after deductible

\$40 copayment  
\$20 copayment\*\*  
Up to \$100 retail allowance\*\*\*

Up to \$100 retail allowance  
Covered in full

\$15  
\$40  
\$65  
\$45  
20% off retail

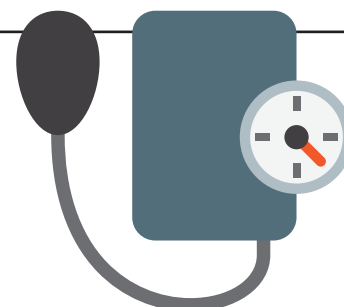
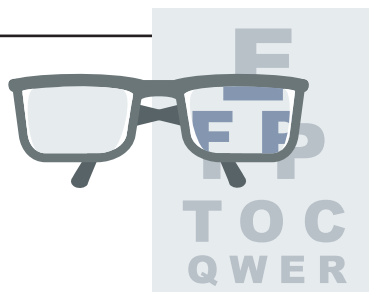
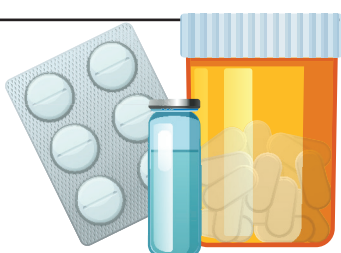
20% coinsurance after deductible

\$15 copayment  
\$20 copayment\*\*  
Up to \$100 retail allowance\*\*\*

Up to \$100 retail allowance  
Covered in full

\$15  
\$40  
\$65  
\$45  
20% off retail

20% coinsurance after deductible





# The Local Choice 2025 Comparison of Statewide Plans (continued)

Covered Services	Key Advantage Expanded In-Network You Pay	Key Advantage 250 In-Network You Pay
<b>Skilled Nursing Facility Stays</b> (180-Day Per Stay Limit Per Member) <i>Facility Services</i> <i>Professional Provider Services</i>	\$0 \$0	\$0 \$0
<b>Spinal Manipulations and Other Manual Medical Interventions</b> (30 Visits Per Plan Year Limit Per Member) <i>Primary Care Physicians</i> <i>Specialty Care Providers</i>	\$15 copayment \$25 copayment	\$20 copayment \$35 copayment
<b>Surgery – See Hospital Services</b>		
<b>Therapy Services</b> <i>Infusion Services, Cardiac Rehabilitation Therapy, Chemotherapy, Radiation Therapy, Respiratory Therapy, Occupational Therapy, Physical Therapy, and Speech Therapy</i> <i>Facility Services</i> <i>Professional Provider Services</i> – Primary Care Physicians – Specialty Care Providers	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible
<b>Wellness services</b> <i>Well Child (Office Visits at Specified Intervals Through Age 6)</i> – Primary Care Physicians; – Specialty Care Providers; – Immunizations and Screening Tests  <i>Routine Wellness – Age 7 &amp; Older</i> • Annual Check-Up Visit (One Per Plan Year) – Primary Care Physicians – Specialty Care Providers – Immunizations, Lab and X-Ray Services • Routine Screenings, Immunizations, Lab and X-Ray Services (Outside of Annual Check-Up Visit)  <i>Preventive Care (One of Each Per Plan Year)</i> • Gynecological Exam • Pap Test • Mammography Screening • Prostate Exam (Digital Rectal Exam) • Prostate Specific Antigen Test • Colorectal Cancer Screenings	No copayment, coinsurance, or deductible  No copayment, coinsurance, or deductible  No copayment, coinsurance, or deductible  No copayment, coinsurance, or deductible	No copayment, coinsurance, or deductible  No copayment, coinsurance, or deductible  No copayment, coinsurance, or deductible  No copayment, coinsurance, or deductible



**Key Advantage 500**  
In-Network You Pay

**Key Advantage 1000**  
In-Network You Pay

**High Deductible Health Plan**  
In-Network You Pay

\$0

\$0

20% coinsurance after deductible

\$0

\$0

20% coinsurance after deductible

\$25 copayment  
\$40 copayment

\$25 copayment  
\$40 copayment

20% coinsurance after deductible  
20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible

20% coinsurance after deductible  
20% coinsurance after deductible

20% coinsurance after deductible  
20% coinsurance after deductible

20% coinsurance after deductible  
20% coinsurance after deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

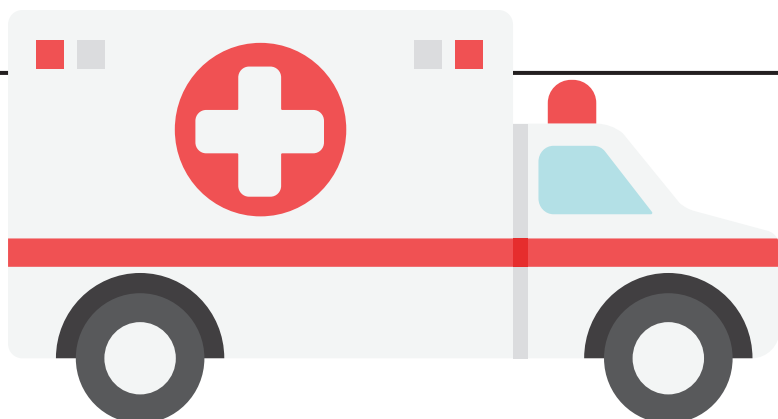
No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible

No copayment, coinsurance, or deductible





BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-17**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION FOR PUBLIC HEARING**  
**AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA**  
**CHAPTER 2, ADMINISTRATION, ARTICLE IV SCHOOL BOARD**

**BE IT RESOLVED**, that pursuant to §15.2-1427 of the Code of Virginia 1950 as amended, the County Administrator is hereby authorized to advertise a public hearing to be held on **April 8, 2025 at 7:00 PM** in the General District Courtroom in the Courthouse in Lovingson, Virginia. The purpose of the public hearing is to receive public input on an Ordinance proposed for passage to amend Chapter 2, Administration, Article IV, School Board, Division 2, Election of Members, Sec. 2-125(k) Election, terms, vacancies. Proposed amendments to Sec. 2-125(k) would align the County Code with Code of Virginia §24.2-506 and §24.2-507, which outline the number of qualified voters needed on candidate petitions and the relevant filing deadlines. §24.2-507 was updated in 2021 when primary elections in Virginia were changed from the second Tuesday in June, to the third Tuesday in June. These changes in the Code of Virginia had not been incorporated in the County Code and need to be updated prior to June 2025.

Approved: \_\_\_\_\_, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**DRAFT**  
**ORDINANCE O2025-02**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA**  
**CHAPTER 2, ADMINISTRATION, ARTICLE IV SCHOOL BOARD**

**BE IT HEREBY ORDAINED**, by the Nelson County Board of Supervisors that the Code of Nelson County, Virginia, Chapter 2, Administration, Article IV is hereby amended as follows:

*Amend*

**Sec. 2-125. – Election, terms, vacancies.**

(k) In order to have his/her name placed on the ballot, each candidate shall file along with his/her declaration of candidacy a petition therefore, on a form prescribed by the State Board of Elections, signed by fifty (50) qualified voters in election districts containing one thousand (1,000) or fewer registered voters and one hundred twenty-five (125) qualified voters in any district containing more than one thousand (1,000) registered voters. The deadline for filing declarations and petitions for a general election in November is by 7:00 p.m. on the ~~second~~ **third** Tuesday in June, and the deadline for a special election held to fill a vacancy, either (i) at least ~~seventy-four~~ **eighty-one (74 81)** days before the election or (ii) if the special election is being held at the second November election after the vacancy occurred, by 7:00 p.m. on the ~~second~~ **third** Tuesday in June before that November election, pursuant to Section 24.2-506 and 24.2-507 of the Code of Virginia, 1950, as amended.

**BE IT FURTHER ORDAINED**, that this ordinance becomes effective upon adoption.

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

## § 24.2-506. Petition of qualified voters required; number of signatures required; certain towns excepted

A. The name of any candidate for any office, other than a party nominee, shall not be printed upon any official ballots provided for the election unless he shall file along with his declaration of candidacy a petition therefor, on a form prescribed by the State Board, signed by the number of qualified voters specified in this subsection on and after January 1 of the year in which the general election is held, or on and after the day on which the writ of election is issued in the case of a special election, and listing the residence address of each such voter. Each signature on the petition shall have been witnessed by a person who is not a minor or a felon whose voting rights have not been restored and whose affidavit to that effect appears on each page of the petition. Each such person circulating a petition who is not a legal resident of the Commonwealth shall sign a statement on the affidavit that he consents to the jurisdiction of the courts of Virginia in resolving any disputes concerning the circulation of petitions, or signatures contained therein, by that person. The signatures of qualified voters collected by a nonresident petition circulator who fails to sign such statement, or who later fails to appear or produce documents when properly served with a subpoena to do so, shall not be counted towards the minimum number of signatures required pursuant to this subsection.

Each voter signing the petition may provide on the petition the last four digits of his social security number, if any; however, noncompliance with this requirement shall not be cause to invalidate the voter's signature on the petition.

The minimum number of signatures of qualified voters required for candidate petitions shall be as follows:

1. For a candidate for the United States Senate, Governor, Lieutenant Governor, or Attorney General, 10,000 signatures, including the signatures of at least 400 qualified voters from each congressional district in the Commonwealth;
2. For a candidate for the United States House of Representatives, 1,000 signatures;
3. For a candidate for the Senate of Virginia, 250 signatures;
4. For a candidate for the House of Delegates or for a constitutional office, 125 signatures;
5. For a candidate for membership on the governing body or elected school board of any county or city, 125 signatures; or if from an election district not at large containing 1,000 or fewer registered voters, 50 signatures;
6. For a candidate for membership on the governing body or elected school board of any town that has more than 3,500 registered voters, 125 signatures; or if from a ward or other district not at large, 25 signatures;
7. For a candidate for membership on the governing body or elected school board of any town that has at least 1,500 but not more than 3,500 registered voters, 50 signatures; or if from a ward

or other district not at large, 25 signatures;

8. For a candidate for membership on the governing body or elected school board of any town that has fewer than 1,500 registered voters, no petition shall be required;
9. For a candidate for director of a soil and water conservation district created pursuant to Article 3 (§ [10.1-506](#) et seq.) of Chapter 5 of Title 10.1, 25 signatures; and
10. For any other candidate, 50 signatures.

B. The State Board shall approve uniform standards by which petitions filed by a candidate for office, other than a party nominee, are reviewed to determine if the petitions contain sufficient signatures of qualified voters as required in subsection A.

The State Board of Elections, on or before January 1, 2020, shall revise its processes and associated regulations for reviewing and processing candidate petitions. Such revisions shall provide a process for checking petition signatures that includes a method for determining if a petition signature belongs to an individual whose prior registration has been canceled and the reason for such cancellation. The process shall provide for the tracking of such information associated with each petition. The process shall provide for the escalation of cases of suspected fraud to the electoral board, the State Board, or the office of the attorney for the Commonwealth, as appropriate.

C. If a candidate, other than a party nominee, does not qualify to have his name appear on the ballot by reason of the candidate's filed petition not containing the minimum number of signatures of qualified voters for the office sought, the candidate may appeal that determination within five calendar days of the issuance of the notice of disqualification pursuant to § [24.2-612](#) or notice from the State Board that the candidate did not meet the requirements to have his name appear on the ballot.

Appeals made by candidates for a county, city, or town office shall be filed with the electoral board. Appeals made by candidates for all other offices shall be filed with the State Board. The appeal shall be heard by the State Board or the electoral board, as appropriate, within five business days of its filing. The electoral board shall notify the State Board of any appeal that is filed with the electoral board.

The State Board shall develop procedures for the conduct of such an appeal. The consideration on appeal shall be limited to whether or not the signatures on the petitions that were filed were reasonably rejected according to the requirements of this title and the uniform standards approved by the State Board for the review of petitions. Immediately after the conclusion of the appeal hearing, the entity conducting the appeal shall notify the candidate and, if applicable, the State Board, of its decision in writing. The decision on appeal shall be final and not subject to further appeal.

Code 1950, § 24-133; 1970, c. 462, § 24.1-168; 1971, Ex. Sess., cc. 119, 247; 1978, c. 778; 1980, c. 639; 1982, c. 650; 1983, c. 188; 1987, c. 118; 1989, c. 141; 1992, c. 855; 1993, cc. 407, 641; 1998, cc. [152](#), [246](#); 2000, cc. [232](#), [252](#); 2001, c. [53](#); 2003, c. [477](#); 2010, c. [215](#); 2012, cc. [166](#), [538](#); 2013, c. [684](#); 2017, c. [355](#); 2019, c. [682](#); 2020, c. [501](#); 2024, c. [498](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters

whose provisions have expired.

## § 24.2-507. Deadlines for filing declarations and petitions of candidacy

For any office, declarations of candidacy and the petitions therefor shall be filed according to the following schedule:

1. For a general election in November, by 7:00 p.m. on the third Tuesday in June;
2. For a general election in May, by 7:00 p.m. on the first Tuesday in March;
3. For a special election held at the same time as a November general election, either (i) at least 81 days before the election or (ii) if the special election is being held at the second November election after the vacancy occurred, by 7:00 p.m. on the third Tuesday in June before that November election;
4. For a special election held at the same time as a May general election, by 7:00 p.m. on the first Tuesday in March; or
5. For a special election held at a time other than a general election, (i) at least 60 days before the election or (ii) within five days of any writ of election or order calling a special election to be held less than 60 days after the issuance of the writ or order.

Code 1950, §§ 24-130, 24-131, 24-134.1, 24-135; 1958, c. 605; 1960, c. 427; 1962, c. 536; 1964, cc. 540, 541; 1970, c. 462, § 24.1-166; 1971, Ex. Sess., cc. 119, 247; 1972, c. 620; 1973, c. 30; 1974, c. 428; 1975, c. 515; 1976, c. 616; 1978, c. 778; 1981, c. 425; 1983, c. 461; 1984, c. 480; 1991, c. 137; 1993, c. 641; 2010, cc. [449](#), [542](#), [645](#); 2011, c. [599](#); 2021, Sp. Sess. I, c. [239](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



# **Nelson County, Virginia**

## **Zoning & Subdivision Ordinance Update**

### **Zoning District Drafting**

#### **Introduction**

On February 26, 2025, Berkley Group facilitated a joint work session with the Nelson County Board of Supervisors and Planning Commission as part of the Zoning & Subdivision Ordinance Update project. Due to time constraints, some planned discussions, including Article 9 and related definitions for Articles 1, 2, 3, and 9, were deferred to the next joint work session on April 23, 2025.

However, one critical discussion—regarding the direction Berkley Group should take in drafting zoning districts for the County—was not held and needs direction prior to the April work session. The April work session will focus on Article 4 (Primary Zoning Districts) and Article 5 (Overlay Zoning Districts), and it is essential that the Board of Supervisors (Board) provide direction on these articles in advance. Specifically, Berkley Group would like the Board to select which new districts should be incorporated. This guidance will enable Berkley Group to draft the zoning districts accordingly.

Based on the scope of work, Berkley Group can modify the existing zoning districts and add three new zoning districts to better meet the community's needs. These modifications and additions should directly support the Comprehensive Plan's strategies, ensuring zoning regulations effectively address the County's long-term vision.

#### **Comprehensive Plan Strategies**

The Comprehensive Plan identifies strategies that could be implemented through potentially new zoning districts, each serving different land use objectives. Berkley Group has selected the following strategies from the Nelson 2042 Comprehensive Plan as directly related to the County's need for additional zoning districts.

Strategy 5.6: Evaluate current zoning district densities and adjust them to allow for additional housing in appropriate areas.

Strategy 6.20: Discourage ridgeline development to protect scenic viewsheds.

Strategy 7.7: Continue to support the tourism industry while being mindful of over-tourism; diversify tourism assets across the County to distribute traffic and prevent negative impacts to local quality of life.

While there may be additional strategies within the Comprehensive Plan that could be implemented through the creation of a zoning district, the selected are the most viable for the current project. Further details on these districts are provided below to inform the decision-making process. Each proposed district is designed to address specific challenges and opportunities identified within the Comprehensive Plan.

#### **Potential New Zoning Districts**

##### **Residential R-3**

# **Nelson County, Virginia**

## **Zoning & Subdivision Ordinance Update**

### **Zoning District Drafting**



The Residential Zoning District (R-3) is intended to address the County's need for increased housing availability and diversity in areas appropriate areas identified in the Comprehensive Plan as suitable for higher-density residential development. This district would provide opportunities for a larger mix of housing types, including single-family homes, townhomes, condominiums, and multifamily developments, to better accommodate residents at different income levels and life stages.

The R-3 district would introduce higher density allowances, reduce minimum lot sizes, and allow for taller and larger structures. Additionally, development standards may be tailored to promote walkability, connectivity, and access to public infrastructure. The implementation of this district would help implement the Comprehensive Plan's housing strategies and direct residential growth in areas where infrastructure and services can support it.

#### *Mountain Ridge*

The Mountain Ridge Overlay District is designed to protect the County's most vital and vulnerable natural assets, including steep slopes, ridgelines, and ecologically sensitive areas that are essential to Nelson County's environmental health and scenic character. This overlay district would include strict district and use standards aimed at preserving natural landscapes, preventing erosion and deforestation, and protecting scenic viewsheds.

Given Nelson County's reliance on scenic tourism, outdoor recreation, and conservation efforts, the Mountain Ridge Overlay District would serve as a critical tool in balancing development with environmental stewardship. It would also help the County meet the goals outlined in the Comprehensive Plan related to land conservation, natural resource protection, and sustainable land use practices.

*Village Overlay Zoning District:* This overlay zoning district is intended to formally integrate the guidelines for rural villages, outlined in the land use chapter of the Comprehensive Plan, into the Zoning Ordinance. It would provide a mechanism to map these areas on the Zoning Map, to further align the Zoning Map with the Future Land Use Map. The Comprehensive Plan identifies six rural villages within the County: Arrington, Faber, Gladstone, Piney River, Schuyler, and Shipman.

This district would establish zoning regulations tailored to the distinct character and development needs of these villages, differentiating them from the A-1 and R-1 districts, which currently encompass most of these areas. By allowing for a broader range of uses, increased residential densities, and village-specific design standards, this overlay would promote context-sensitive growth while preserving the historic and rural character of these communities. Potential considerations for this district may include mixed-use development opportunities, small-scale commercial uses to support local needs, and design guidelines that enhance walkability and maintain a traditional village aesthetic.

# Nelson County, Virginia

## Zoning & Subdivision Ordinance Update

### Zoning District Drafting



*Route 29 Corridor Overlay District:* One of the key components of the Comprehensive Plan is the County's approach to tourism-related development, focusing on both where such development should occur and how to prevent overdevelopment in sensitive areas. A potential tool to achieve this balance is the creation of a Route 29 Corridor Overlay District.

This overlay district would serve as a mechanism to encourage and streamline the development of tourism-related businesses by lowering barriers to entry. This could include designating certain tourism-related uses as by-right within the overlay, allowing greater lot coverage, or providing flexibility in development standards to support businesses that align with the County's tourism goals.

As Route 29 is a major gateway corridor for the County, this overlay could also introduce enhanced design standards to ensure that new development maintains the County's rural character and natural aesthetic. Architectural and landscaping requirements could be implemented to promote a visually cohesive and high-quality built environment, reinforcing a positive first impression for visitors while protecting the scenic nature of the corridor.

*Route 151 Corridor Overlay District:* Similar to the Route 29 Corridor Overlay District, a Route 151 Corridor Overlay District would focus on managing development along this significant roadway. However, unlike the Route 29 overlay, which is intended to encourage targeted development, the Route 151 overlay would emphasize preservation and stricter land use controls to mitigate the impacts of increasing commercial activity.

Route 151 is already a well-developed area with a high concentration of businesses, particularly those related to tourism and agritourism. As such, this overlay district would introduce restrictions on certain types of development, ensuring that future growth is carefully managed to protect the area's scenic, environmental, and infrastructure capacity. Regulations for this district could include limiting the types of uses allowed in the district, reducing allowable lot coverage and building footprints, increasing required setbacks and lot sizes, and establishing stringent use standards to ensure that any new development aligns with the County's long-term vision for Route 151.

This overlay would provide a framework for balancing economic activity with conservation efforts, ensuring that Route 151 remains a viable destination while avoiding the risks of overdevelopment, traffic congestion, and loss of rural charm.

### **Recommended New Districts**

Based on community engagement, staff input, and the Comprehensive Plan, Berkley Group recommends adding the following zoning districts:

- ☐ Residential Primary Zoning District, R-3, intended to supply the County with additional housing through increased density and diversified housing types, in appropriate areas.

**Nelson County, Virginia**  
**Zoning & Subdivision Ordinance Update**  
**Zoning District Drafting**



- ☐ Mountain Ridge Overlay District, intended to safeguard the County's most vital and environmentally sensitive assets.

If the Board agrees with the recommended districts above, one more district may be selected for inclusion in the new ordinance. However, if the Board chooses not to accept one or both recommended districts, additional overlay districts may be considered instead.

**Conclusion**

Berkley Group requests that the Nelson County Board determine the new districts to be drafted. Which three of the following districts shall be included in the new Zoning & Subdivision Ordinance?

- ☐ Residential (R-3)
- ☐ Mountain Ridge Overlay (MRO)
- ☐ Village Overlay (VO)
- ☐ Route 29 Corridor Overlay (CO29)
- ☐ Route 151 Corridor Overlay (CO151)

Once the Board establishes this direction, County staff may present it to the Planning Commission at their next regular meeting to obtain their input and consent. Following these steps, Berkley Group will proceed with drafting the districts in accordance with the established direction and will present the drafts to the County for review at the next scheduled joint work session to be held on April 23<sup>rd</sup>, 2025.

<b>(1) New Vacancies/Expiring Seats &amp; New Applicants :</b>					
<u>Board/Commission</u>	<u>Term Expiring</u>	<u>Term &amp; Limit Y/N</u>	<u>Incumbent</u>	<u>Re-appointment</u>	<u>Applicant(s)</u>
Economic Development Authority	6/30/2025	4 year term/No limits	Richard Averitt	N - Resigned for PC	Advertising
Board of Zoning Appeals	3/30/2025	5 year term/No limits	Mary Cunningham	?	Advertising
<b>(2) Existing Vacancies:</b>					
<u>Board/Commission</u>	<u>Term Expired</u>				

NELSON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

NAME, ADDRESS & PHONE

TERM

Larry Saunders  
1610 Wilson Hill Road  
Arrington, VA 22922  
434-981-1235 (C)  
[Larrya5819@aol.com](mailto:Larrya5819@aol.com)

July 1, 2023 -June 30, 2027  
(First appointed 3-14-23)

John Bruguiera  
1339 Stoney Creek West  
Nellysford VA 22958  
434-277-5516 (W)  
540-456-6778 (H)  
[John@DickieBros.com](mailto:John@DickieBros.com)

July 1, 2023 -June 30, 2027

R. Carlton Ballowe  
1 Mosby Lane  
Faber, VA 22938  
434-263-6285 (H)  
434-996-7796 (W)  
[catbalul@aol.com](mailto:catbalul@aol.com)

July 1, 2024 –June 30, 2028  
(First Appointed 3-12-13)

Deborah L. Brown  
23 Windy Acres Drive  
Afton, VA 22920  
434-981-2832 (C)  
[dbrown@alliedconcrete.com](mailto:dbrown@alliedconcrete.com)

July 1, 2024 –June 30, 2028  
(First Appointed 4-10-18)

Richard Averitt  
88 Grace Glen  
Nellysford, VA 22958  
434-262-3418  
[richard@raveritt.com](mailto:richard@raveritt.com)

July 1, 2021 – June 30, 2025  
(Unexpired term, appointed 4-11-23)

Jeri M. Lloyd  
9322 Rockfish Valley Hwy.  
Afton, VA 22920  
434-996-2126  
[jeri@ntelos.net](mailto:jeri@ntelos.net)

July 1, 2022 – June 30, 2026  
(Unexpired term, appointed 5-14-24)

J. Alphonso Taylor  
288 Village Rd.  
Shipman, VA 22971  
434-263-5894 (H)  
434-263-6195 (W)  
[alphonsotaylor04@gmail.com](mailto:alphonsotaylor04@gmail.com)

July 1, 2022 – June 30, 2026

<u>Authority:</u>	<b>Established pursuant to the Code of Virginia §15.2-4903 et seq.</b>
<u>Membership:</u>	Consists of seven (7) County Resident members
<u>Term:</u>	4 years, July – June (Staggered) with <b>no term limits</b> .
<u>Summary of Duties:</u>	To administer the provisions of Virginia State Code §15.2-4905
<u>Meetings:</u>	Meets biannually on the 1 <sup>st</sup> Thursday of each month. Members are compensated \$75 per meeting plus mileage.

BOARD OF ZONING APPEALS  
Board Appoints & Recommends Certification by the Circuit Court

<u>Name &amp; Address</u>	<u>Term Expiration Date</u>
Angela Jones 148 Miles Lane Faber, VA 22938 H 434-995-9441 <a href="mailto:ajjones9267@gmail.com">ajjones9267@gmail.com</a>	November 11, 2026
Carole Saunders 1610 Wilson Hill Rd. Arrington, VA 22922 H (434) 263-4976 <a href="mailto:carolevar@aol.com">carolevar@aol.com</a>	November 9, 2028
W. Jerrold Samford 302 Bellevette Place Arrington, VA 22922 (804) 314-7291 <a href="mailto:jerry.samford@troutman.com">jerry.samford@troutman.com</a>	November 11, 2027
Philippa Proulx (Active PC Member) 950 Avon Road Afton, VA 22920 540-456-6849 <a href="mailto:proulx@lumos.net">proulx@lumos.net</a>	November 1, 2029
Shelby Bruguiera 1339 Stoney Creek West Nellysford VA 22958 540-456-6778 (H) <a href="mailto:Shelby@DickieBros.com">Shelby@DickieBros.com</a>	November 10, 2025
Mary Cunningham (Alternate) 171 Joshua Lane Afton, VA 22920 434-882-1587 (H) <a href="mailto:mscsherpa@gmail.com">mscsherpa@gmail.com</a>	March 30, 2025



## **BOARD OF ZONING APPEALS**

Board Recommends Appointment to the Circuit Court.

Established: by Article 14 of the Nelson County Code,

Composition: 5 members and an alternate recommended by the BOS and appointed by the Nelson Circuit Court, 1 of which is an active Planning Commission member.

Term of Office: 5 years; No Term Limits

### Summary of Duties:

To hear and decide applications for Special Use Permits where authorized by Ordinance including deciding interpretation of the district map where there is uncertainty as to location or boundary. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to public interest.

### Meetings:

Meetings are held at the call of the Chairman or at such times as a quorum of the board may determine. Members serve on a volunteer basis without pay other than for travel expenses.

**Closed Session Form Motion**

1. Motion to Convene in Closed Session

**FORM MOTION FOR CONVENING CLOSED MEETING**

**“I move that the Nelson County Board of Supervisors convene in closed session to discuss the following as permitted by Virginia Code Sections 2.2-3711-**

**(A)(7) - “Consultation with legal counsel and briefings by staff members pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body” – Litigation pertaining to the Region 2000 Services Authority;”**

2. Conduct Closed Session
3. Motion to Reconvene in Public Session
4. Motion to Certify Closed Session

**CERTIFICATION MOTION AFTER RECONVENING IN PUBLIC  
SESSION:**

**(Requires recorded roll call vote)**

**“I move, pursuant to the requirements of Chapter 37, Virginia Freedom of Information Act and Section 2.2-3712 of the Code of Virginia, that the Nelson County Board of Supervisors certify that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter 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 by the public body.”**

PUBLIC HEARING – MARCH 11, 2025  
PROPOSED BOND FINANCING  
HIGH SCHOOL RENOVATION PROJECT  
*PURSUANT TO VIRGINIA STATE CODE § 15.2-2606  
PUBLIC HEARING BEFORE ISSUANCE OF BONDS*

- PUBLIC HEARING AUTHORIZED BY BOARD OF SUPERVISORS RESOLUTION R2025-09, ADOPTED FEBRUARY 18, 2025
- NOTICES PUBLISHED ON FEBRUARY 20, 2025 & FEBRUARY 27, 2025

# CODE OF VIRGINIA & CONSTITUTIONAL AUTHORITY TO ISSUE BONDS WITHOUT VOTER APPROVAL

- *Code of Virginia 1950 as Amended – Public Finance Act of 1991, Chapter 26 of Title 15.2*
- *§15.2-2638 Powers of counties generally; approval of voters required.*
  - “B. Voter approval is not required for a county (i) to contract debt or to issue bonds described in Article VII, Section 10(a)(1) and (3) of the Constitution of Virginia, (ii) to issue refunding bonds, or (iii) to issue bonds, with the consent of the school board and the governing body of the county, for capital projects for school purposes which are sold to the Literary Fund, the Virginia Retirement System, or other state agency prescribed by law.”
- *Constitution of Virginia – Article VII Local Government, Section 10. Debt (b):*
  - **“The General Assembly shall not authorize any such debt, except the classes described in paragraphs (1) and (3) of subsection (a), refunding bonds, and bonds issued, with the consent of the school board and the governing body of the county, by or on behalf of a county or district thereof for capital projects for school purposes and sold to the Literary Fund, the Virginia Supplemental Retirement System, or other State agency prescribed by law, unless in the general law authorizing the same, provision be made for submission to the qualified voters of the county or district thereof or the region or district thereof, as the case may be, for approval or rejection by a majority vote of the qualified voters voting in an election on the question of contracting such debt. Such approval shall be a prerequisite to contracting such debt.”**

# SCHOOL BOARD AND BOARD OF SUPERVISORS ACTION

- *Pursuant to the Code of Virginia, §15.2-2640 Resolution for bond issue; contents; request for bonds for school purposes:*

“Before the adoption of an ordinance or resolution by the governing body of any county requesting the ordering of an election on the question of contracting a debt and issuing bonds for school purposes, or, if no referendum is required, adopting an ordinance or resolution authorizing the issuance of bonds for school purposes, the school board of the county must first request, by resolution, the governing body of the county to take such action.”
- School Board Action: Resolution Requesting the Board of Supervisors To Issue General Obligation School Bonds For School Purposes and Consenting to the Issuance Thereof was adopted on February 20, 2025.
- Board of Supervisors Action: Following the public hearing, the Board will consider the adoption of Resolution R2025-18, Authorizing the issuance of general obligation School bonds to be sold to the Virginia Public School Authority (VPSA) in the Spring 2025 Pooled Bond Sale, for the purpose of financing school capital projects, including, but not limited to, the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School.

## RESOLUTION R2025-18

- Authorizes the borrowing of an amount not to exceed \$25,000,000 in general obligation school bonds for the purpose of financing school capital projects as outlined:
  - Bond proceeds will be used to repay Bond Anticipation Note draws of \$1,025,962 and project costs not covered by the School Construction Assistance Program (SCAP) grant.
- Authorizes the execution of the included Form of Bond Sale Agreement, which indicates an amount to be funded of \$22,065,327 plus, if needed, an amount to finance closing costs and capitalized interest in the amount of the proceeds:
  - VPSA requires that both a “not to exceed amount” and an anticipated amount to be borrowed is specified in the resolution.
  - The final amount to be borrowed will be provided to VPSA by April 4, 2025. No significant change, if any, is anticipated.
- Authorizes the sale of the Bond and details the parameters of the bond issuance:
  - Maximum principal amount not to exceed \$25,000,000.
  - Bonds may be sold for a purchase price not lower than 95% of the Proceeds Requested.

## RESOLUTION R2025-18 CONTINUED

- Provides details of the School Bond interest and principal payments:
  - Semi-annual interest payments begin January 15, 2026 and occur each January 15th and July 15th. Principal payments begin July 15, 2028 and occur each July 15th.
  - Annual Interest rate is not to exceed 5.50%.
  - Final maturity shall not exceed 30 years (Not later than July 15, 2054).
  - Redemption or Prepayment is not allowed in whole or in part prior to July 15, 2035.
- Provides that US Bank Trust Company, NA, Richmond Virginia is the designated Paying/Registrar/Transfer Agent:
  - County makes principal and interest payments to US Bank, the Paying Agent, who assures the money is properly applied for the benefit of the holder of the local bond, VPSA. US Bank also keeps track of the local bond ownership and assists with any ownership transfers (which is unlikely).

## RESOLUTION R2025-18 CONTINUED

- Authorizes the County's participation in the State Non-Arbitrage Program (SNAP) through the included Form of Proceeds Agreement:
  - SNAP receives, disburses, and invests the bond proceeds in investments authorized by VA law - tracking the interest earnings. SNAP also tracks withdrawals of project expenses and investment income, allowing the County to be able to comply with federal tax regulations.
  - Interest earnings can be applied to eligible project costs once all principal is spent first.

***Note: Participation in SNAP and hiring of a Paying Agent are both required by VPSA of participating localities***



## RESOLUTION R2025-18 CONTINUED

- Directs that a certified copy of Resolution R2025-18 be filed with the Clerk of the Circuit Court in compliance with the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia, 1950 as Amended.
- Authorizes the issuance of the Local School Bonds pursuant to the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia, 1950 as Amended; and
- Authorizes further action and ratifies previous action taken:
  - Such actions to enter into and execute such documents, instruments and agreements as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Local School Bond, including execution of a Paying Agent, Registrar and Transfer Agent Agreement with the Bond Registrar and Paying Agent for the Local School Bond and the redemption, prepayment and refunding in full of the outstanding amount of the Economic Development Authority of Nelson County, Virginia \$2,500,000 Maximum Principal Amount Lease Revenue Bond Anticipation Note, Series 2024A utilizing proceeds of the Local School Bond, other available funds, or both.
  - All actions of the officers, employees and agents of the County or the School Board of the County previously taken in furtherance of the purposes of this Resolution, including submitting a financing application to VPSA in connection with the Local School Bond (**the “VPSA Application”**), are hereby approved, confirmed and ratified.

## OTHER FINANCING AND DEBT SERVICE INFORMATION

- VPSA 2025 Spring Pool Bond Sale Dates:
  - VPSA will approve applicants and the issuance of bonds in the 2025 Spring Pool Bond Sale on March 13, 2025.
  - VPSA bond sale commitment date is April 4, 2025.
  - VPSA bond sale is scheduled for April 22, 2025 (interest rates locked in).
  - VPSA tentative closing date is May 13, 2025.
- Debt Service and Funding:
  - The annual debt service for this project is already incorporated into the County's current \$35.1 M debt capacity strategy; such that established debt service reserves and funds retained from declining debt balances cover this cost. **NO NEW REVENUE FROM THE GENERAL FUND IS REQUIRED**
  - A debt service repayment schedule will be developed once the interest rate is locked in and the bonds issued.



# Alternative Scenario | \$35,100,000 of Projects

## Overview

### Summary Results

- Projects Funded with Debt (Total: \$35,100,000):
  - Land Purchase: \$2,600,000
  - DSS Building: \$10,000,000
  - School Renovation: \$22,500,000
- Recurring Debt Service:
  - \$2,480,000
  - Fully funded by the existing Budget for Debt Service and the balance currently held in the Debt Service Reserve.
- The County is able to fund all \$35,100,000 of projects that are currently in progress with the FY 2024 Budget for Debt Service of \$3,325,284 and approximately \$1,200,000 of the fund balance currently held in the Debt Service Fund.
  - Assuming all \$3,235,000 of the Debt Service Fund Balance at FYE 2023 is available for the County’s capital plan, an additional \$11,350,000 of projects could be funded without the need for additional dedicated revenues.

### Key Assumptions

- This analysis incorporates the following:
  - The County’s FY 2024 Budget for Debt Service; and
  - The \$3,235,000 balance currently held in the Debt Service Reserve.

Use of Natural Affordability/Strategic Funding Approach		
1		
2	Recurring Revenues Available for Debt Service	\$ 3,325,284
3		
4	Debt Service Fund Balance Utilized	\$ 1,200,000
5		
6	Total Project Costs Funded	\$35,100,000
7	Annual Debt Service to Fund Project Costs <sup>(1)</sup>	\$ 2,480,000
8		
9	Additional Capacity for Projects	\$11,375,000
10	Recurring Revenues Required	-
11	Use of Available Debt Service Fund Balance	2,035,000
(1) Assumes 5-Year BAN for initial Land Purchase; 25-30 year Long-term DS borrowing @ 5.0%.		





## Section 7 | Debt (continued)

### Existing Tax-Supported Debt

#### Tax-Supported Debt Service

FY	Principal	Interest	Total
Total	\$ 8,354,000	\$ 1,380,866	\$ 9,734,866
2025	1,702,000	526,246	2,228,246
2026	1,767,000	469,311	2,236,311
2027	1,826,000	215,944	2,041,944
2028	1,879,000	116,584	1,995,584
2029	545,000	32,859	577,859
2020	315,000	14,922	329,922
2031	320,000	5,000	325,000

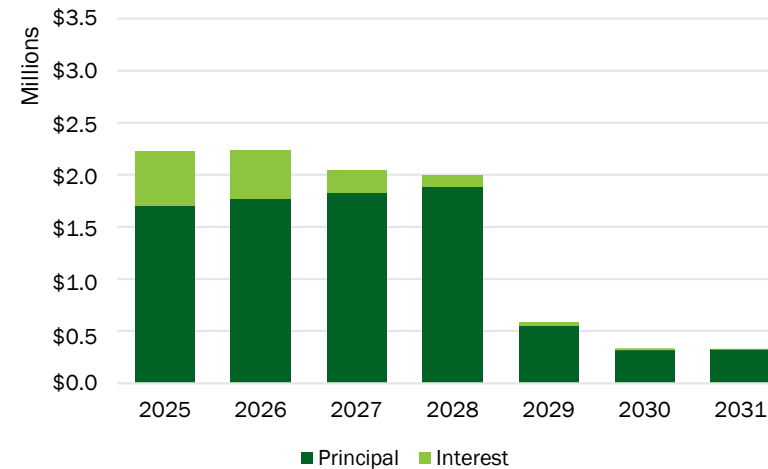
Note: the table above and graph to the right include the interest on the 2022 and 2024 Lines of Credit.

#### Par Outstanding – Estimated as of 6/30/2024

Type	Par Amount
Existing Long-term Debt	\$8,354,000
Existing Lines of Credit <sup>(1)</sup>	6,800,000
Total	\$15,154,000

(1) Existing Lines of Credit are to be permanently financed over a longer period.

#### Tax-Supported Debt Service



## QUESTIONS & DISCUSSION

- Davenport (Financial Advisor) Staff: Ben Wilson and Gracie Caplice – Financing/Bond Issuance Questions
- Sands Anderson PC (Bond Counsel) Staff: Paul Jacobson – Legal Bond Issuance Questions
- School Division Staff – Project Questions

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-18**  
**NELSON COUNTY BOARD OF SUPERVISORS**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$25,000,000 MAXIMUM PRINCIPAL AMOUNT OF A GENERAL OBLIGATION SCHOOL BOND OF THE COUNTY OF NELSON, VIRGINIA TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY FOR PURPOSES OF FINANCING THE DESIGN, IMPROVEMENT, RENOVATION, CONSTRUCTION, AND EQUIPPING OF PUBLIC SCHOOL FACILITIES AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF**

**WHEREAS**, the Board of Supervisors (**the “Board of Supervisors”**) of the County of Nelson, Virginia (**the “County”**), has determined that it is necessary and expedient to borrow an amount not to exceed \$25,000,000 and to issue its general obligation school bond (**as more specifically defined below, the “Local School Bond”**) for the purpose of financing school capital projects, including, but not limited to, the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School (**together, the “Project”**);

**WHEREAS**, the County held a public hearing, duly noticed, on March 11, 2025, on the issuance of the Local School Bond in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (**the “Virginia Code”**);

**WHEREAS**, the School Board of the County (**the “School Board”**) has, by resolution, requested the Board of Supervisors to authorize the issuance of the Local School Bond and consented to the issuance of the Local School Bond;

**WHEREAS**, Virginia Public School Authority (**“VPSA”**) has offered to purchase the Local School Bond along with the local school bonds of certain other localities with a portion of the proceeds of certain bonds to be issued by VPSA in the spring of 2025 (**the “VPSA Bonds”**);

**WHEREAS**, the Bond Sale Agreement (as defined below) shall indicate that \$22,065,327 plus, if and as needed, an amount needed to finance closing costs and capitalized interest is the amount of proceeds requested (**the “Proceeds Requested”**) from VPSA in connection with the sale of the Local School Bond;

**WHEREAS**, VPSA's objective is to pay the County a purchase price for the Local School Bond which, in VPSA's judgment, reflects the Local School Bond's market value (**the “VPSA Purchase Price Objective”**), taking into consideration such factors as the amortization schedule the County has requested for the Local School Bond relative to the amortization schedules requested by other localities, the purchase price to be received by VPSA from the sale of the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds; and

**WHEREAS**, such factors may result in the Local School Bond having a purchase price other than par and consequently (i) the County may have to issue the Local School Bond in a principal amount that is greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized principal amount of the Local School Bond set forth in section 1 below does not exceed the Proceeds Requested by at least the amount of any discount, the purchase price to be paid to the County, given the VPSA Purchase Price Objective and market conditions, will be less than the Proceeds Requested.

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

1. **Authorization of Bonds and Use of Proceeds.** The Board of Supervisors hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bond in an aggregate principal amount not to exceed \$25,000,000 (**the “Local School Bond”**) for the purpose of financing the Project, which is for public school purposes of the County. The Board of Supervisors hereby authorizes the issuance and sale of the Local School Bond in the form and upon the terms established pursuant to this Resolution.

2. **Sale of the Local School Bond.** The sale of the Local School Bond, within the parameters set forth in paragraph 4 of this Resolution, to VPSA is authorized. Given the VPSA Purchase Price Objective and market conditions, the County acknowledges that the limitation on the maximum principal amount of the Local School Bond set forth in paragraph 1 of this Resolution restricts VPSA's ability to generate the Proceeds Requested, however, the Local School Bond may be sold for a purchase price not lower than 95% of the Proceeds Requested. The Chairman or Vice-Chairman of the Board of Supervisors (**together, the “Chairman”**), the County Administrator, or any of them (**each a “Delegate”**) and such other officer or officers of the County as either may designate are hereby authorized and directed to enter into an agreement with VPSA providing for the sale of the Local School Bond to VPSA (**the “Bond Sale Agreement”**). The Bond Sale Agreement shall be in substantially the form submitted to the Board of Supervisors at this meeting, which form is hereby approved, with such completions, insertions, omissions and changes not inconsistent with this Resolution as may be approved by the County officer executing the Bond Sale Agreement.

3. **Details of the Local School Bond.** The Local School Bond shall be dated \_16 days prior to the date of its issuance and delivery or such other date designated by VPSA; shall be designated “General Obligation School Bond, Series 2025”; shall bear interest from its dated date payable semi-annually on each January 15 and July 15 beginning January 15, 2026 (**each an “Interest Payment Date”**), at the rates established in accordance with paragraph 4 of this Resolution; and shall mature on July 15 in the years (**each a “Principal Payment Date”**) and in the amounts acceptable to a Delegate (**the “Principal Installments”**), subject to the provisions of paragraph 4 of this Resolution.

4. **Interest Rates and Principal Installments.** Each Delegate is hereby authorized and directed to accept the interest rates on the Local School Bond established by VPSA, provided that each interest rate shall be five one-hundredths of one percent (0.05%) over the interest rate to be paid by VPSA for the corresponding principal payment date of the VPSA Bonds, a portion of the proceeds of which will be used to purchase the Local School Bond, and provided further that the true interest cost of the Local School Bond does not exceed five and fifty one-hundredths percent (5.50%) per

annum. The Interest Payment Dates, Principal Payment Dates and the Principal Installments are subject to change at the request of VPSA. Each Delegate is hereby authorized and directed to accept changes in the Interest Payment Dates, the Principal Payment Dates and the Principal Installments at the request of VPSA based on the final term to maturity of the VPSA Bonds, requirements imposed on VPSA by the nationally-recognized rating agencies and the final principal amount of the Local School Bond; provided, however, that the principal amount of the Local School Bond shall not exceed the amount authorized by this Resolution and the final maturity of the Local School Bond shall not exceed [30] years from the date of the issuance and delivery of the Local School Bond. The execution and delivery of the Local School Bond as described in paragraph 8 hereof shall conclusively evidence the approval and acceptance of all of the details of the Local School Bond by the Delegate as authorized by this Resolution.

5. **Form of the Local School Bond.** The Local School Bond shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. **Payment; Paying Agent and Bond Registrar.** The following provisions shall apply to the Local School Bond:

(a) For as long as the VPSA is the registered owner of the Local School Bond, all payments of principal, premium, if any, and interest on the Local School Bond shall be made in immediately available funds to VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next succeeding such Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Local School Bond.

(c) U.S. Bank Trust Company, National Association, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Local School Bond. The County may, in its sole discretion, replace at any time the Bond Registrar with another qualified bank or trust company as successor Bond Registrar and Paying Agent for the Local School Bond. The County shall give prompt notice to VPSA of the appointment of any successor Bond Registrar and Paying Agent.

7. **Redemption or Prepayment.** Unless otherwise directed by VPSA, the Principal Installments of the Local School Bond held by VPSA coming due on or before July 15, 2035, and the definitive bond for which the Local School Bond held by VPSA may be exchanged that mature on or before July 15, 2035, are not subject to prepayment or redemption prior to their stated maturities. The Principal Installments of the Local School Bond held by VPSA coming due on or after July 15, 2036, and the definitive bond(s) for which the Local School Bond held by VPSA may be exchanged that mature on or after July 15, 2036, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2035, upon payment of the prepayment or redemption prices (expressed as percentages of Principal Installments to be prepaid or the principal amount of the Local School Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:



<u>Dates</u>	<u>Prices</u>
July 15, 2035 through July 14, 2036	.101%
July 15, 2036 through July 14, 2037	.100½
July 15, 2037 and thereafter	100

Provided, however, that the Principal Installments of the Local School Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the written consent of VPSA or other registered owner of the Local School Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds the VPSA Bonds in the future and such refunding causes the Local School Bond to be deemed refunded, the prepayment or redemption of the Local School Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA Bonds issued in part to refund the Local School Bond.

8. **Execution of the Local School Bond.** The Chairman or Vice-Chairman and the Clerk or any Deputy Clerk of the Board of Supervisors are authorized and directed to execute and deliver the Local School Bond and to affix the seal of the County thereto.

9. **Pledge of Full Faith and Credit.** For the prompt payment of the principal of and premium, if any, and the interest on the Local School Bond as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged, and in each year while any portion of the Local School Bond shall be outstanding there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Local School Bond as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

10. **Use of Proceeds Certificate and Tax Compliance Agreement.** The Chairman, the County Administrator and such other officer or officers of the County or the School Board as either may designate are hereby authorized and directed to execute and deliver on behalf of the County a Use of Proceeds Certificate and Tax Compliance Agreement (**the “Tax Compliance Agreement”**) setting forth the expected use and investment of the proceeds of the Local School Bond and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (**the “Code”**), and applicable regulations relating to the exclusion from gross income of interest on the VPSA Bonds. The Board of Supervisors covenants on behalf of the County that (i) the proceeds from the issuance and sale of the Local School Bond will be invested and expended as set forth in such Tax Compliance Agreement and that the County shall comply with the other covenants and representations contained therein and (ii) the County shall comply with the provisions of the Code so that interest on the VPSA Bonds will remain excludable from gross income for federal income tax purposes.

11. **State Non-Arbitrage Program; Proceeds Agreement.** The Board of Supervisors hereby determines that it is in the best interests of the County to authorize and direct the County Finance Director or the County Administrator to participate in the State Non-Arbitrage Program in

connection with the Local School Bond. The Chairman of the Board of Supervisors, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Local School Bond by and among the County, the other participants in the sale of the VPSA Bonds, the VPSA and the investment manager, substantially in the form submitted to the Board of Supervisors at this meeting, which form is hereby approved, and to take such other action as may be necessary for participation in the State Non-Arbitrage Program.

12. **Continuing Disclosure Agreement.** The Chairman of the Board of Supervisors, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix D to the Bond Sale Agreement, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12, under the Securities Exchange Act of 1934, as amended, and directed to make all filings required by Section 4 of the Bond Sale Agreement should the County be determined by the VPSA to be a MOP (as defined in the Bond Sale Agreement).

13. **Refunding.** The Board of Supervisors hereby acknowledges that VPSA may issue refunding bonds to refund any bonds previously issued by VPSA, including the VPSA Bonds issued to purchase the Local School Bond, and that the purpose of such refunding bonds would be to enable VPSA to pass on annual debt service savings to the local issuers, including the County. Each of the Delegates is authorized to execute and deliver to VPSA such allonge to the Local School Bond, revised debt service schedule, IRS Form 8038-G or such other documents reasonably deemed necessary by VPSA and VPSA's bond counsel to be necessary to reflect and facilitate the refunding of the Local School Bond and the allocation of the annual debt service savings to the County by VPSA. The Clerk of Board of Supervisors is authorized to affix the County's seal on any such documents and attest or countersign the same.

14. **Effectiveness and Filing of Resolution.** The appropriate officers or agents of the County are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Clerk of the Circuit Court of the County of Nelson, Virginia. The filing of this Resolution with the Clerk of the Circuit Court of the County of Nelson, Virginia shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code. Any resolutions inconsistent herewith previously adopted by the Board of Supervisors are amended to be consistent with this Resolution.

15. **Election to Proceed under Public Finance Act.** In accordance with Section 15.2-2601 of the Virginia Code, the Board of Supervisors elects to issue the Local School Bond under the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code.

16. **Further Actions and Ratification.** The members of the Board of Supervisors and all officers, employees and agents of the County are hereby authorized to take such action and enter into and execute such documents, instruments and agreements as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Local School Bond, including execution of a Paying Agent, Registrar and Transfer Agent Agreement with the Bond Registrar and Paying Agent for the Local School Bond and the redemption, prepayment and refunding in full of the outstanding amount of the Economic Development Authority of Nelson County, Virginia \$2,500,000 Maximum Principal Amount Lease Revenue Bond Anticipation Note, Series 2024A utilizing proceeds of the Local School Bond, other available funds, or both. All actions of the officers,

employees and agents of the County or the School Board of the County previously taken in furtherance of the purposes of this Resolution, including submitting a financing application to VPSA in connection with the Local School Bond **(the “VPSA Application”)**, are hereby approved, confirmed and ratified.

17. **Effective Date.** This Resolution shall take effect immediately.

Approved: \_\_\_\_\_, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

\* \* \*

The foregoing Resolution was adopted at a regular meeting of the Board of Supervisors on March 11, 2025. Members of the Board of Supervisors voted as follows:

YES

NO

ABSTAINED

ABSENT

The undersigned Clerk of the Board of Supervisors of the County of Nelson, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors held on March 11, 2025, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing Resolution, a quorum was present.

**WITNESS MY HAND** and the seal of the Board of Supervisors of the County of Nelson, Virginia, this \_\_\_\_ day of March, 2025.

\_\_\_\_\_  
Clerk, Board of Supervisors of  
the County of Nelson, Virginia

[SEAL]

EXHIBIT A  
(FORM OF TEMPORARY BOND)

NO. TR-1

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
COUNTY OF NELSON  
General Obligation School Bond  
Series 2025**

**Dated Date:** [April] \_\_\_\_ [16 days prior to issuance],      **Issue Date:** May \_\_, 2025  
**2025**

The **COUNTY OF NELSON, VIRGINIA** (the “County”), for value received, hereby acknowledges itself indebted and promises to pay to the **VIRGINIA PUBLIC SCHOOL AUTHORITY** (“VPSA”) the principal amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), in annual installments in the amounts set forth on Schedule I attached hereto payable on July 15, 202\_\_ and annually on July 15 thereafter to and including July 15, 20\_\_ (each a “Principal Payment Date”), together with interest from the dated date of this Bond on the unpaid installments, payable semi-annually on January 15 and July 15 of each year, commencing on January 15, 2026 (each an “Interest Payment Date”; together with any Principal Payment Date, a “Payment Date”), at the rates per annum set forth on Schedule I attached hereto, subject to prepayment or redemption as hereinafter provided. Both principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America.

For as long as VPSA is the registered owner of this Bond, \_\_\_\_\_, as bond registrar and paying agent (the “Bond Registrar”), shall make all payments of principal, premium, if any, and interest on this Bond, without the presentation or surrender hereof, to VPSA, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment

or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of principal, premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next succeeding the scheduled Payment Date or date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

The full faith and credit of the County are irrevocably pledged for the payment of the principal of and the premium, if any, and interest on this Bond. The Resolution adopted by the Board of Supervisors authorizing the issuance of this Bond provides, and Section 15.2-2624, Code of Virginia 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the County subject to local taxation sufficient to provide for the payment of the principal, premium, if any, and interest on this Bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia 1950, as amended, a Resolution duly adopted by the Board of Supervisors of the County and a Resolution duly adopted by the School Board of the County to provide funds for capital projects for school purposes.

This Bond may be exchanged without cost, on twenty (20) days written notice from VPSA, at the office of the Bond Registrar on one or more occasions for one or more temporary bonds or definitive bonds in fully registered form in denominations of \$5,000 and whole multiples thereof, and; in any case, having an equal aggregate principal amount having principal installments or maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of VPSA on the books of the County kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive bonds as hereinabove provided, such definitive Bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before July 15, 2035 and the definitive bonds for which this Bond may be exchanged that mature on or before July 15, 2035, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of this Bond coming due on or after July 15, 2036, and the definitive bonds for which this Bond may be exchanged that mature on or after July 15, 2036, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2035, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of this Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

<u>Dates</u>	<u>Prices</u>
July 15, 2035 through July 14, 2036	.101%
July 15, 2036 through July 14, 2037	.100½
July 15, 2037 and thereafter	.100

Provided, however, that the principal installments of this Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without the prior written consent of VPSA or other registered owner of this Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds its bonds issued in part to purchase this Bond in the future and such refunding causes this Bond to be deemed refunded, the prepayment or redemption of this Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund this Bond.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.



**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Nelson, Virginia has caused this Bond to be issued in the name of the County of Nelson, Virginia, to be signed by its Chairman or Vice-Chairman, its seal to be affixed hereto and attested by the signature of its Clerk or any of its Deputy Clerks, and this Bond to be dated [April] [\_\_ days prior to the closing date] \_\_\_\_\_, 2025.

**COUNTY OF NELSON, VIRGINIA**

(SEAL)

ATTEST:

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

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Chairman, Board of Supervisors of the  
County of Nelson, Virginia

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

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(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE: \_\_\_\_\_

the within Bond and irrevocably constitutes and appoints

\_\_\_\_\_ attorney to exchange said Bond for definitive bonds in lieu of which this Bond is issued and to register the transfer of such definitive bonds on the books kept for registration thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar which requirements will include Membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

\_\_\_\_\_  
Registered Owner

(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or change.)

## SCHEDULE I

**VIRGINIA PUBLIC SCHOOL AUTHORITY**

**BOND SALE AGREEMENT**

Name of County, City or Town (the "Locality"): \_\_\_\_\_, Virginia

VPSA Sale Date: Expected to be on or about April 22, 2025

Closing Date: Expected to be on or about May 13, 2025

Proceeds Requested: \$ \_\_\_\_\_

Maximum Authorized Par Amount: \$ \_\_\_\_\_

Amortization Period:

Please specify your preferred amortization  
schedule (*check one preference*):

- ☐ Level Debt Service  
☐ Level Principal  
☐ Other (attach proposed amortization  
structure)

Number of Years of Principal Amortization:  
\_\_\_\_\_ years, beginning (*Check requested date*):

- ☐ July 15, 2026  
☐ July 15, 2027  
☐ Other

\*\*\*\*\*

1. Virginia Public School Authority ("VPSA") hereby offers to purchase, solely from the proceeds of VPSA's 2025 Spring Pool Bonds (the "VPSA Bonds"), your general obligation school bond ("local school bond") at a price, determined by VPSA to be within the parameters set forth in your local resolution (as defined below) that, subject to VPSA's *purchase price objective* and market conditions described below, is substantially equal to your Proceeds Requested set forth above (as authorized by your local resolution). The sale date of the VPSA Bonds is tentatively scheduled for the week of April 21, 2025 but may occur, subject to market conditions, at any time between April 3, 2025 and June 30, 2025 (the "VPSA Sale Date"). You acknowledge that VPSA has advised you that its objective is to pay you a purchase price for your local school bond which in VPSA's judgment reflects its market value ("*purchase price objective*") taking into consideration such factors as the amortization schedule you have requested for your local school bond (as set forth above) relative to the amortization schedules requested by the other localities for their respective bonds, the purchase price received by VPSA for the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds. You further acknowledge that VPSA has advised you that such factors may result in your local school bond having a value other than par and that in order to receive an amount of proceeds that is substantially equal to your Proceeds Requested, you may need to issue your local school bond with a par amount that is greater or less than your Proceeds Requested. You, at the request of VPSA, agree to issue your local school bond in a par amount not in

excess of the Maximum Authorized Par Amount to provide, to the fullest extent practicable given VPSA's *purchase price objective*, a purchase price for your local school bond and a proceeds amount that is substantially equal to your Proceeds Requested. You acknowledge that the purchase price for your local school bond will be less than the Proceeds Requested should the Maximum Authorized Par Amount be insufficient, based upon VPSA's *purchase price objective*, to generate an amount of proceeds substantially equal to your Proceeds Requested.

2. You represent that on or before April 2, 2025, your local governing body will have duly authorized the issuance of your local school bond by adopting a resolution in substantially the form attached hereto as **Appendix B** (the "local resolution") and that your local school bond will be in the form set forth in the local resolution. Any changes that you or your counsel wish to make to the form of the local resolution and/or your local school bond must be approved by VPSA prior to adoption of the local resolution by your local governing body.<sup>1</sup> You represent that a certified copy of the local resolution was filed with the Circuit Court of the \_\_\_\_\_, Virginia, on \_\_\_\_\_, 2025.
3. You represent that the information provided in your VPSA financing application under the Section entitled "Tax Matters," together with all attachments to such responses and supplemental and/or amendatory letters and information, is true, accurate and complete on the date hereof and there are no facts or circumstances that would cause such information to be materially inaccurate or incomplete.<sup>2</sup>
4. You hereby covenant that you will comply with and carry out all of the provisions of the Continuing Disclosure Agreement in the form attached hereto as **Appendix D**, (the "Continuing Disclosure Agreement"), which agreement is hereby incorporated by reference herein and expressly made a part hereof for all purposes. VPSA has defined a Material Obligated Person ("MOP") for purposes of the Continuing Disclosure Agreement as any local issuer the principal amount of whose local school bond(s) pledged under VPSA's 1997 Resolution (as defined in the Continuing Disclosure Agreement) comprises more than 10% of the total principal amount of all bonds of VPSA outstanding under the 1997 Resolution. MOP status with respect to the VPSA Bonds will be determined by comparing the principal amount of your local school bond(s) to the principal amount of the bonds outstanding under the 1997 Resolution. MOP status for future VPSA bonds issued under the 1997 Resolution will be determined by adding the principal amount of your local school bond(s) to be sold to VPSA and the principal amount of your local school bond(s) previously sold to VPSA and pledged under VPSA's 1997 Resolution and measuring the total against 10% of the face value of all bonds of VPSA outstanding as of a bond closing date under VPSA's 1997 Resolution. If you are or may be a MOP with respect to the VPSA Bonds, VPSA will require that you file all the information described in the following paragraph prior to VPSA's distribution of its Preliminary Official Statement, currently scheduled for the week of April 14, 2025.

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<sup>1</sup> *The form local resolution has been drafted for the issuance of bonds by a County. Bond counsel will need to make appropriate changes in the local resolution for the issuance of bonds by a City or Town.*

<sup>2</sup> *To the extent any information in the financing application has changed, please provide a revised application that clearly indicates the updated information.*

You acknowledge that if you are, or in the sole judgment of VPSA may be, a MOP following the issuance of your local school bond that is the subject of this Bond Sale Agreement, VPSA will include by specific reference in its Preliminary Official Statements and final Official Statements (for this sale and, if you remain a MOP or become a MOP again after ceasing to be a MOP, for all applicable future sales) the information respecting you ("Your Information") that is on file with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System. Accordingly, if VPSA has determined that you are at any time a MOP (I) following the delivery of your local school bond to VPSA in connection with this sale, or (II) during the course of any future sale, whether or not you are a participant in such sale, you hereby represent and covenant to VPSA that you will file such additional information, if any, as is required so that Your Information, as of each of (I)(A) the date of VPSA's applicable Preliminary Official Statement (in the case of this sale, expected to be April 15, 2025), (B) the date of VPSA's applicable final Official Statement (in the case of this sale, expected to be April 22, 2025) and (C) the date of delivery of VPSA's Bonds (in the case of this sale, expected to be May 13, 2025) and (II) such other dates associated with future sales as VPSA may specify to you, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact which should be included in Your Information for the purpose for which it is included by specific reference in VPSA's official statement or which is necessary to make the statements contained in such information, in light of the circumstances under which they were made, not misleading. You further agree to furnish to VPSA a copy of all filings related to your local school bond(s) you make with the MSRB subsequent to the date of this Agreement. Such copy will be furnished to VPSA on or before the day that any such filing is made.<sup>3</sup>

VPSA will advise you in writing within 60 days after the end of each fiscal year if you were a MOP as of the end of such fiscal year. Upon written request, VPSA will also advise you of your status as a MOP as of any other date. You hereby covenant that you will provide the certificate described in clause (a)(v) of Section 6 below if VPSA includes Your Information by specific reference in its disclosure documents in connection with this sale or any future sale, whether or not you are a participant in such sale.

5. For purposes of paying an amount equal to VPSA's administrative fee related to your local school bond, you hereby acknowledge and agree that each interest rate on your local school bond shall be five one-hundredths of one percent (0.05%) over the interest rate to be paid by VPSA for the corresponding principal payment date of the VPSA Bonds.
6. VPSA's commitment to purchase your local school bond is contingent upon satisfaction of the following conditions.

(a) VPSA's receipt on the Closing Date of

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<sup>3</sup> To provide you some perspective on this requirement, as of June 30, 2024, VPSA would have had to have pledged under its 1997 Resolution approximately \$234 million of your bonds for you to have been designated a MOP.

(i) your local school bond which shall include and otherwise meet the Standard Terms and Conditions contained in Appendix A hereto;

(ii) certified copies of the local resolution (see Appendix B attached hereto) and the school board resolution, if applicable (see Appendix C attached hereto);

(iii) an executed agreement, among VPSA, you and the other, if applicable, local units simultaneously selling their bonds to VPSA and the investment manager for the State Non-Arbitrage Program® ("SNAP®"), providing for the custody, investment and disbursement of the proceeds of your bonds and the other general obligation school bonds, and the payment by you and the other local units of the allocable, associated costs of compliance with the Internal Revenue Code of 1986, as amended, and any costs incurred in connection with your participation in SNAP® (the "Proceeds Agreement");

(iv) an executed copy of a Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") in the form provided by VPSA's bond counsel;

(v) if you are a MOP and VPSA has included by specific reference Your Information in VPSA's Preliminary and final Official Statements, your certificate dated the date of the delivery of the VPSA Bonds to the effect that (i) Your Information was as of the date of VPSA's Preliminary and final Official Statements, and is as of the date of the certificate which shall be dated the Closing Date, true and correct and did not and does not contain an untrue statement of a material fact or omit to state a material fact which should be included in Your Information for the purpose for which it is included by specific reference in VPSA's Official Statements or which is necessary to make the statements contained in such information, in light of the circumstances under which they were made, not misleading, and (ii) you have complied in all material respects with your undertakings regarding the amendments adopted on November 10, 1994 to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, for the preceding five years;

(vi) an approving legal opinion from your bond counsel in form satisfactory to VPSA that:

(A) your local school bond is a valid and binding general obligation of the Locality;

(B) the current and expected use of the proceeds of your local school bond and the financed property by the Locality and the School Board of the Locality will not result in the local school bond being considered a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(C) the terms and provisions of your local school bond conform to the requirements of this Bond Sale Agreement including the appendices attached hereto; and

(D) the Locality has duly authorized, executed and delivered this Bond Sale Agreement, the Proceeds Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement and this Bond Sale Agreement, the Proceeds Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement are valid, binding and enforceable in accordance with their terms;

(vii) a transcript of the other customary closing documents not listed above; and

(viii) the proceeds of the VPSA Bonds.

(b) If you will be using the proceeds of your local school bond to retire a bond anticipation note, certificate of participation or other form of financing (the "Refunded Debt"), receipt by VPSA of:

(i) an opinion of your bond counsel that, as of the Closing Date, the Refunded Debt will have been paid in full or defeased according to the provisions of the instrument authorizing the Refunded Debt (in rendering such opinion bond counsel may rely on a letter or certificate of an accounting or financial professional as to any mathematical computations necessary for the basis for such opinion); and

(ii) an executed copy of the escrow deposit agreement/letter of instruction providing for the retirement of the Refunded Debt.

(c) Your compliance with the terms of this Bond Sale Agreement.

**One complete original loose bound transcript (with tabs) of the documents listed above shall be provided by your counsel to McGuireWoods LLP, bond counsel to VPSA, on the Closing Date or, with VPSA's permission, as soon as practicable thereafter but in no event more than thirty (30) business days after the Closing Date.**

7. You hereby covenant that you will pay to VPSA the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VPSA in connection with any action that VPSA undertakes with respect to the local school bond, or the VPSA Bonds associated with the local school bond, and the Locality shall pay such amounts no later than 30 days after VPSA sends the Locality an invoice for such expenses.
8. Subject to the conditions described in Section 6 hereto, this Bond Sale Agreement shall become binding as of the later of the VPSA Sale Date and the date you execute this Bond Sale Agreement.



Dated as of April [3], 2025.

**VIRGINIA PUBLIC SCHOOL AUTHORITY**      Name of Jurisdiction:

By: \_\_\_\_\_  
Authorized VPSA Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(For information only; not part of the Bond Sale Agreement.)*

Please have the presiding officer, or other specifically designated agent, of your governing body execute **two (2)** copies of this Bond Sale Agreement and **return them no later than close of business on April 3, 2025** to, **Jay Mahone, Public Finance Manager, Virginia Public School Authority, P. O. Box 1879, Richmond, Virginia 23218-1879** or by hand or courier service, **James Monroe Building- 3rd Floor, 101 N. 14th Street, Richmond, Virginia 23219**, with an electronic copy e-mailed to **Anne Curtis Saunders, McGuireWoods LLP, at [acsanders@mcguirewoods.com](mailto:acsanders@mcguirewoods.com)**. *VPSA recommends the use of an overnight delivery service to ensure timely arrival of your documents.*

APPENDIX A - Standard Terms and Conditions  
APPENDIX B - Form of Bond Resolution  
APPENDIX C - Form of School Board Resolution  
APPENDIX D - Continuing Disclosure Agreement

**APPENDIX A  
to the Bond Sale Agreement**

**STANDARD TERMS AND CONDITIONS**

Described below are certain terms of the local school bond which must be embodied in your local resolution and local school bond form and other conditions which must be met in order for VPSA to purchase your local school bond on the Closing Date. VPSA will not purchase a local school bond unless and until such terms are present in the related local resolution and local school bond form adopted by your governing body and such conditions are met.

**Interest and Principal Payments**

Your local school bond will bear interest from the dated date, which date will be [16] days prior to the Closing Date<sup>1</sup> set forth in the Bond Sale Agreement (or such other date set by VPSA) and will mature on July 15 of the years and in the amounts as established by VPSA. Your local school bond will bear interest payable in installments due semiannually on January 15 and July 15. The first interest installment will be payable on January 15, 2026. The first principal installment will be payable on July 15 of the year selected in the Bond Sale Agreement. The principal installments of your local school bond will bear interest at rates 5 basis points (0.05%) above the actual rates on the VPSA Bonds with corresponding principal payment dates.

**Payment**

For so long as VPSA is the registered owner of your local school bond,

- (i) the paying agent and bond registrar therefor shall be a bank or trust company qualified to serve as such, and
- (ii) all payments of principal, premium, if any, and interest shall be made in funds that shall be immediately available to VPSA on or before 11:00 A.M. on the applicable interest or principal payment date, or date fixed for prepayment or redemption, or if such date is not a business day for banks in Virginia or for the Commonwealth, then on or before 11:00 A.M. on the business day next succeeding such scheduled due date. Overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rates on your local school bond.

**Prepayment or Redemption**

The local school bond will be subject to redemption at the option of your governing body, subject to the consent of VPSA or other registered owner. Your local resolution shall provide for prepayment or redemption as follows:

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<sup>1</sup> See the Endnotes on page A-4.

The principal installments of the local school bond coming due on or after July 15, 2036 are subject to optional prepayment or redemption prior to their stated maturities by the issuer, from any available moneys, in whole or in part, on any date on or after July 15, 2035, at the following prepayment or redemption prices, plus accrued interest to the date fixed for prepayment or redemption:

<u>Dates</u>	<u>Price</u>
July 15, 2035 through July 14, 2036	101%
July 15, 2036 through July 14, 2037	100½
July 15, 2037 and thereafter	100

**Provided, however, that the local school bond shall not be subject to prepayment or redemption prior to the respective principal payment dates except with the prior written consent of VPSA or other registered owner.**

Notice of any such prepayment or redemption shall be given to VPSA or other registered owner, by registered mail at least 60, but not more than 90, days prior to the date fixed for prepayment or redemption.

If VPSA refunds the VPSA Bonds in the future and such refunding causes the local school bond to be deemed refunded, the prepayment or redemption of the local school bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund the local school bond.

#### Security

Your local school bond must constitute a valid and binding general obligation for the payment of which the full faith and credit of the Locality are irrevocably pledged, and all taxable property within the boundaries of the Locality must be subject to the levy of an ad valorem tax, over and above all other taxes and without limitation as to rate or amount, for the payment of the principal of, and premium, if any, and interest on the bonds to the extent other funds of the Locality are not lawfully available and appropriated for such purpose.

#### Tax Matters

You shall execute the Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") in the form provided by VPSA's bond counsel for receipt by VPSA at least two business days prior to the Closing Date.<sup>2</sup>

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<sup>2</sup> *VPSA requires that the Tax Compliance Agreement be executed separately from any tax certificates prepared by your bond counsel. Your bond counsel may also prepare one or more tax certificates that contain some information found in the Tax Compliance Agreement in addition to information such as your reasonable expectations as to meeting the requirements to any of the rebate exceptions.*

### No Composite Issue

You will covenant not to sell, without VPSA's consent, any general obligation bonds which are part of the same common plan of financing (and payable from the same source of funds) as your local school bond, during the period beginning 15 days in advance of and ending 15 days after the VPSA Sale Date. As noted in the Bond Sale Agreement, the VPSA Sale Date is expected to be on or about April 22, 2025 but, subject to market conditions, may occur any time between April 3, 2025 and June 30, 2025.

### Binding Commitment

Subject to the satisfaction of the conditions in Section 6 of the Bond Sale Agreement, the Bond Sale Agreement shall constitute a binding commitment of the Locality to sell its local school bond to VPSA as of the later of the VPSA Sale Date and the date the Locality executes the Bond Sale Agreement.

### Request and Consent of County School Board<sup>3</sup>

Before the governing body of a County adopts the local resolution, the County School Board must **first** request, by resolution, the governing body to take such action. The County School Board must also consent to the issuance of the local school bond by the County. (See form of school board resolution in Appendix C attached to the Bond Sale Agreement.)

### Public Hearing and Notice

Before the final authorization of your issuance of the local school bond by the governing body, the governing body must hold a public hearing on the proposed issue unless the issuance of such local school bond has been approved at referendum or no public hearing is required under Section 15.2-2606(B), Code of Virginia 1950, as amended (the "Virginia Code"). The notice of the hearing, meeting the requirements of Section 15.2-2606 of the Virginia Code, must be published twice in a newspaper published or having general circulation in your locality, with the first notice appearing no more than 28 days before and the second notice appearing no less than seven days before the hearing. The notice must (i) state the estimated maximum amount of the bonds proposed to be issued, (ii) state the proposed use of the proceeds of the bond issue and, if there are multiple proposed uses, must state the proposed uses for which more than 10 percent of the total bond proceeds are expected to be used, and (iii) specify the time and place of the hearing at which persons may appear and present their views.

### Delivery

VPSA will accept delivery of your local school bond only in the form of a single, typewritten, temporary bond, in registered form, payable to VPSA. The form of the local school bond is included as Exhibit A to the resolution in Appendix B to the Bond Sale Agreement. On 20 days written notice from VPSA, you agree to deliver, at your expense, in exchange for the typewritten bond, on one or more occasions, one or more temporary bonds or definitive bonds in marketable form and, in any case, in fully registered form, in denominations of \$5,000 and whole multiples

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<sup>3</sup> Not applicable to cities and towns. (Section 15.2-2640, Virginia Code)

thereof, and having the same aggregate principal amount and accruing interest at the same rates as the local school bond surrendered in exchange, as requested by VPSA.

#### **ENDNOTES**

If VPSA does not purchase your local school bond on the Closing Date due to your fault, VPSA will invest, in demand or overnight investments, the amount of its bond proceeds to be used to purchase your local school bond. If you cure your failure to deliver your local school bond within the sixty (60) day period following the Closing Date, VPSA will purchase your local school bond and your bond will bear interest from the date that is sixteen days prior to the date of delivery and payment or other date satisfactory to VPSA. You will, however, be required to pay to VPSA at your actual closing an amount equal to the positive difference, if any, between (A) the amount of interest that would have accrued on your local school bond had VPSA been able to purchase your local school bond on the Closing Date and (B) the lesser of (i) the amount of interest income VPSA was able to earn, during such period, from the investment of its bond proceeds pending their use to purchase your bond and (ii) the arbitrage yield on the VPSA Bonds.

## **APPENDIX B**

### **BOND RESOLUTION**

See Tab No. \_\_\_\_\_

**APPENDIX C**  
**SCHOOL BOARD RESOLUTION**

See Tab No. \_\_\_\_\_



**APPENDIX D**  
**CONTINUING DISCLOSURE AGREEMENT**

See Tab No. \_\_\_\_\_

**APPENDIX D**  
**to the Bond Sale Agreement**

**CONTINUING DISCLOSURE AGREEMENT**

[This Continuing Disclosure Agreement will impose obligations on the  
Local Issuer if and only if the Local Issuer is or has become and  
remains a "Material Obligated Person," as defined below]

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the [County/City/Town of \_\_\_\_\_], Virginia (the "Local Issuer") in connection with the issuance by the Virginia Public School Authority (the "Authority") of \$ \_\_\_\_\_ aggregate principal amount of its School Financing Bonds (1997 Resolution) Series 2025A (the "Series 2025A Bonds") pursuant to the provisions of a bond resolution (the "1997 Resolution") adopted on October 23, 1997, as amended and restated. The Series 2025A Bonds and all other parity bonds heretofore and hereafter issued under the 1997 Resolution are collectively called the "Bonds." A portion of the proceeds of the Series 2025A Bonds are being used by the Authority to purchase the general obligation school bond (the "Local School Bond") of the Local Issuer pursuant to a bond sale agreement between the Authority and the Local Issuer (the "Bond Sale Agreement"). Pursuant to paragraph 4 of the Bond Sale Agreement, the Local Issuer hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Local Issuer for the benefit of the holders of the Series 2025A Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The Local Issuer acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the 1997 Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Local Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"bond sale agreement" shall mean the Bond Sale Agreement and any other comparable written commitment of the Local Issuer to sell its Local School Bond to the Authority.

"Dissemination Agent" shall mean the Local Issuer, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by such Local Issuer and which has filed with such Local Issuer a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve-month period at the end of which financial position and results of operations are determined. Currently, the Local Issuer's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Series 2025A Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule.

"local school bonds" shall mean the Local School Bond and any other bonds of the Local Issuer pledged as security for Bonds issued under the Authority's 1997 Resolution.

"Material Obligated Person" (or "MOP") shall mean the Local Issuer if it has local school bonds outstanding in an aggregate principal amount that exceeds 10% of the aggregate principal amount of all outstanding Bonds of the Authority.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

"Participating Underwriter" shall mean any of the original underwriters of the Authority's Series 2025A Bonds required to comply with the Rule in connection with the offering of such Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports. (a) The Local Issuer shall, or shall cause the Dissemination Agent to, provide the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than 12 months after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2025) as of the end of which such Local Issuer was a MOP, unless as of the Filing Date the Local Issuer is no longer a MOP<sup>1</sup>. Not later than ten (10) days prior to the Filing Date, the Local Issuer shall provide the Annual Report to the Dissemination Agent (if applicable) and shall provide copies to the Authority. In each case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement and (iii) shall include the Local Issuer's audited financial statements prepared in accordance with applicable state law or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of such Local Issuer must be submitted, if and when available, together with or separately from the Annual Report.

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<sup>1</sup> The Authority will covenant in the Bond Sale Agreement to advise the Local Issuer within 60 days of the end of each Fiscal Year if such Local Issuer was a Material Obligated Person as of the end of such Fiscal Year. Upon written request, the Authority will also advise the Local Issuer as to its status as a MOP as of any other date.

(b) If the Local Issuer is unable to provide an Annual Report to the MSRB by the date required in subsection (a), the Local Issuer shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A in a timely manner.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the Local Issuer, including operating data,

- (i) updating such information relating to the Local Issuer as shall have been included or cross-referenced in the final Official Statement of the Authority describing the Authority's Series 2025A Bonds or
- (ii) if there is no such information described in clause (i), updating such information relating to the Local Issuer as shall have been included or cross-referenced in any comparable disclosure document of the Local Issuer relating to its tax-supported obligations or
- (iii) if there is no such information described in clauses (i) or (ii) above, initially setting forth and then updating the information referred to in Exhibit B as it relates to the Local Issuer, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the Local Issuer is an "obligated person" (within the meaning of the Rule), which have been filed with the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Local Issuer shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. Whenever the Local Issuer is a Material Obligated Person required to file Annual Reports pursuant to Section 3(a) hereof and obtains knowledge of the occurrence of a Listed Event, such Local Issuer shall file in a timely manner, not in excess of ten business days after the occurrence of the event, a notice of such occurrence with the MSRB with a copy to the Authority.

SECTION 6. Termination of Reporting Obligation. The Local Issuer's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of the Local School Bond.

SECTION 7. Dissemination Agent. The Local Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Local Issuer shall advise the Authority of any such appointment or discharge. If at any time there is not any other designated Dissemination Agent, the Local Issuer shall be the Dissemination Agent. [The initial Dissemination Agent shall be \_\_\_\_\_.]

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Local Issuer may amend this Disclosure Agreement, if such amendment has been approved in writing by the Authority and is supported by an opinion of independent counsel, acceptable to the Authority, with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Local Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Local Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, such Local Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the Local Issuer) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Local Issuer to file its Annual Report or to give notice of a Listed Event. The Authority may, and the holders of not less than a majority in aggregate principal amount of Series 2025A Bonds outstanding may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the Local Issuer hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the applicable resolution or bonds of the Local Issuer, and the sole remedy under this Disclosure Agreement in the event of any failure of the Local Issuer to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Local Issuer, the Participating Underwriters, and holders from time to time of the Authority's Series 2025A Bonds, and shall create no rights in any other person or entity.

SECTION 12. Form of Filings. Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Agreement shall be provided to the MSRB's Electronic Municipal Market Access (EMMA) system, the current Internet address of which is [www.emma.msrb.org](http://www.emma.msrb.org). All notices, documents and information provided to the MSRB shall be provided in an electronic format prescribed by the MSRB (currently, portable document format (pdf) which must be word-searchable except for non-textual elements) and shall be accompanied by identifying information as prescribed by the MSRB. The Local Issuer shall include with each filing made under this Disclosure Agreement the CUSIP identifier related to each of the Series 2025A Bonds and all other Bonds that are outstanding at the time of such filing. The Local Issuer may obtain the relevant CUSIP identifiers from the Authority in connection with any filing required under this Disclosure Agreement.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Date: \_\_\_\_\_

[COUNTY/CITY/TOWN OF \_\_\_\_\_],  
VIRGINIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Continuing Disclosure Agreement]

**NOTICE OF FAILURE TO FILE ANNUAL REPORT  
[AUDITED FINANCIAL STATEMENTS]**

**Re: VIRGINIA PUBLIC SCHOOL AUTHORITY  
SCHOOL FINANCING BONDS (1997 Resolution)  
SERIES 2025A**

CUSIP Numbers:

Dated: May 13, 2025<sup>2</sup>

Name of Local Issuer: [COUNTY/CITY/TOWN OF \_\_\_\_\_], VIRGINIA

NOTICE IS HEREBY GIVEN that the [County/City/Town of \_\_\_\_\_,] Virginia (the "Local Issuer") has not provided an Annual Report as required by Section 3(a) of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to that certain Series Resolution adopted on [March \_\_, 2025], by the Board of Commissioners of the Virginia Public School Authority, the proceeds of which were used to purchase \$\_\_\_\_\_ [General Obligation School Bond], Series 2025[\_\_\_] of the Local Issuer. [The Local Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.] The Local Issuer is a material "obligated person" within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with respect to the above-named bonds of the Virginia Public School Authority.

Dated: \_\_\_\_\_

[COUNTY/CITY/TOWN OF \_\_\_\_\_],  
VIRGINIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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<sup>2</sup> The Series 2025A Bonds will be dated their date of delivery.



**CONTENT OF ANNUAL REPORT**

**Description of the Local Issuer.** A description of the Local Issuer including a summary of its form of government, budgetary processes and its management and officers.

**Debt.** A description of the terms of the Local Issuer's outstanding tax-supported and other debt including a historical summary of outstanding tax-supported debt; a summary of authorized but unissued tax-supported debt; a summary of legal debt margin; a summary of overlapping debt; and a summary of annual debt service on outstanding tax-supported debt as of the end of the preceding fiscal year. The Annual Report should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Issuer and any unfunded pension liabilities.

**Financial Data.** Financial information respecting the Local Issuer including a description of revenues and expenditures for its major funds and a summary of its tax policy, structure and collections as of the end of the preceding fiscal year.

**Capital Improvement Plan.** A summary of the Local Issuer's capital improvement plan.

**Demographic, Economic and Supplemental Information.** A summary of the Local Issuer's demographic and economic characteristics such as population, income, employment, and public school enrollment and infrastructure data as of the end of the preceding fiscal year. The Annual Report should also include a description of material litigation pending against the Local Issuer.

## **PROCEEDS AGREEMENT**

**Respecting the Custody, Investment, and Disbursement  
of Proceeds of Local School Bonds Purchased by the  
Virginia Public School Authority with the Proceeds of Its**

**\$ \_\_\_\_\_  
School Financing Bonds  
(1997 Resolution)  
Series 2025A**

**Dated [May 13], 2025**

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**Among**

**Virginia Public School Authority  
PFM Asset Management LLC**

**and**

**[Participating Localities]**

## TABLE OF CONTENTS

	Page
Section 1. Recitals.....	1
Section 2. Definitions.....	3
Section 3. Disposition of VPSA Bond Proceeds .....	9
Section 4. Establishment of Accounts .....	10
Section 5. Disposition of Local School Bond Proceeds .....	10
Section 6. Investment of Principal Subaccount .....	10
Section 7. Disbursements from Principal Subaccount .....	11
Section 8. Investment of Income Subaccount.....	11
Section 9. Income Subaccount.....	11
Section 10. Investment Losses.....	13
Section 11. Rebate Computations .....	14
Section 12. Transfers to Income Subaccount.....	15
Section 13. Disposition of Excess Proceeds, Yield Restriction and Yield Reduction Payments .....	15
Section 14. Rebate Payments; Yield Reduction Payments; No Penalty Election.....	16
Section 15. Duties of VPSA.....	17
Section 16. Duties of Localities .....	17
Section 17. Responsibilities of the Investment Manager.....	19
Section 18. Costs.....	19
Section 19. Opinions of Counsel .....	19
Section 20. Amendment.....	20
Section 21. Notices .....	20
Section 22. No Third Party Beneficiaries .....	21
Section 23. Severability .....	21
Section 24. No Personal Liability .....	22
Section 25. Applicable Law .....	22
Section 26. Counterparts .....	22
Section 27. Effective Date; Term.....	22

**PROCEEDS AGREEMENT**  
**Respecting the Custody, Investment, and**  
**Disbursement of Proceeds of Local School**  
**Bonds Purchased by the Virginia Public School**  
**Authority with the Proceeds of Its**

\$ \_\_\_\_\_  
**School Financing Bonds**  
**(1997 Resolution)**  
**Series 2025A**

This **PROCEEDS AGREEMENT**, dated [May 13], 2025 (this "Proceeds Agreement"), is among the **VIRGINIA PUBLIC SCHOOL AUTHORITY**, a public body corporate and instrumentality of the Commonwealth of Virginia ("VPSA"), and the \_\_\_\_\_ counties and \_\_\_\_\_ cities that are signatories to this Proceeds Agreement (collectively, the "Localities", and each a "Locality"), and **PFM ASSET MANAGEMENT LLC**, a corporation organized under the laws of Delaware and having an office in Harrisburg, Pennsylvania. All capitalized terms used herein shall have the meanings given to them in Section 2 hereof.

The parties hereto agree and covenant as follows:

**Section 1. Recitals.**

A. On or before [April 3], 2025, VPSA and each of the Localities entered into a Bond Sale Agreement, pursuant to which each Locality agreed to sell and VPSA agreed to purchase each Local School Bond.

B. On [April 22], 2025 (the "Sale Date"), VPSA awarded the VPSA Bonds at competitive bidding to \_\_\_\_\_ (the "Purchaser"). The Purchaser is obligated by the terms of its bid to pay the purchase price for the VPSA Bonds on [May 13], 2025 (the "Closing Date"). VPSA will apply certain of the proceeds of the sale of the VPSA Bonds to purchase the Local School Bonds on the Closing Date. VPSA will also apply certain of the proceeds of the sale

of the VPSA Bonds, together with other available funds, if any, to pay any accrued interest on and certain costs of issuance of the VPSA Bonds.

C. The Internal Revenue Code of 1986, as amended (as more particularly defined below, the "Code"), imposes requirements on VPSA and the Localities selling their Local School Bonds to VPSA that must be met if interest on the VPSA Bonds is to be excludable from gross income for federal income taxation under Section 103 of the Code, including arbitrage yield restriction and rebate requirements of Section 148 of the Code.

D. VPSA has determined that in order to fulfill its representations respecting the maintenance of the excludability of the interest on the VPSA Bonds from gross income for federal income taxation under Section 103 of the Code, VPSA must establish a mechanism to provide accountability for the custody, investment and disbursement of the proceeds of the Local School Bonds, which for purposes of the Code continue to be proceeds of the VPSA Bonds.

E. It is the purpose of this Proceeds Agreement to enable VPSA (i) to fulfill its representations mentioned in the preceding subsection; (ii) to subject the proceeds of the Local School Bonds to the constraints of the Code affecting the investment of the proceeds of Tax-Exempt Bonds, to achieve the optimum, practicable income by the professional management of the investment and reinvestment thereof; (iii) to provide for the custody, investment and disbursement of the proceeds of the Local School Bonds, and for the maintenance of appropriate records thereof; (iv) to meet the rebate requirement imposed on the VPSA Bonds by Section 148(f) of the Code, in part through the payment of the Locality Rebate Requirement by each of the Localities; and (v) to provide for the allocation and payment of the costs associated with the establishment and maintenance of this Proceeds Agreement.

F. The purposes set forth in the preceding subsection E shall be accomplished through SNAP. The proceeds of the Local School Bonds shall be invested in accordance with the Information Statement, this Proceeds Agreement and the Related Tax Agreements.

Any statements of facts contained in these recitals pertaining to the sale of the VPSA Bonds and the application of such proceeds, other than the purchase of the Local School Bonds, will not be deemed to be made by the Localities except to the extent they have knowledge of such facts.

## **Section 2. Definitions.**

In addition to the words and terms elsewhere defined in this Proceeds Agreement, including the Exhibits attached hereto, the following words and terms shall have the following meanings:

"Aggregate Localities Rebate Requirement" shall mean the amount calculated pursuant to the Letter Agreement.

"Authorized Representative" shall mean, as applied to VPSA, the Investment Manager and the Localities, the person or each of the persons listed on the page of this Proceeds Agreement executed by such party, or any other person or persons designated by such party as an Authorized Representative from time to time, which designation shall be in writing and signed by a then-current Authorized Representative.

"Available Construction Proceeds" shall mean, as applied to each Locality, the sum of (i) the amount initially deposited to the Principal Subaccount of such Locality pursuant to Section 5 hereof, and (ii) the investment earnings thereon, reduced by the amount of issuance costs financed by such Locality's Local School Bond. If the Locality has made the Bifurcation Election on its signature page, "Available Construction Proceeds" shall mean the sum of the amount set forth on the signature page as the portion of the issue used for construction and the investment

earnings thereon, reduced by the amount set forth on the signature page as allocable to issuance expenses.

"Bifurcation Election" shall mean, with respect to each Local School Bond, the election made by the Locality to treat a portion of the VPSA Bonds allocable to the portion of its Local School Bond used for construction as a separate issue pursuant to Section 148(f)(4)(C)(v) of the Code for purposes of qualification for the Two-Year Exception.

"Bond Sale Agreement" shall refer to the respective Bond Sale Agreement, dated on or about [April 3], 2025, between VPSA and a Locality.

"Capital Expenditure" shall mean any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election or the application of the definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Capital Project" shall mean all Capital Expenditures, plus related working capital expenditures to which the de minimis exception provided by Section 1.148-6(d)(3)(ii)(A) of the Treasury Regulations to the proceeds-spent-last rule applies, that carry out the governmental purpose of the Local School Bond.

"Code" shall mean the Internal Revenue Code of 1986, as amended, as in effect upon the issuance of the VPSA Bonds and the regulations of the United States Department of the Treasury promulgated thereunder as in effect upon the issuance of the VPSA Bonds.

"Computation Date" shall mean each of the Installment Computation Dates and the Final Computation Date.

"Contract" shall mean the Contract respecting the Virginia State Non-Arbitrage Program, between the Treasury Board of the Commonwealth of Virginia and the Investment Manager, a copy of which is attached hereto as Appendix A.

"Depository" shall mean Bank of America, N.A., a national banking association, and its future successors and assigns serving as the depository for SNAP.

"Eighteen-Month Exception" shall mean the exception to the Rebate Requirement provided by Treasury Regulation Section 1.148-7(d).

"Final Computation Date" shall mean the date the last bond that is part of the issue of the VPSA Bonds is discharged.

"Gross Proceeds" shall have the meaning given to such term in the Related VPSA Tax Agreement.

"Income Subaccount" shall mean the Income Subaccount established pursuant to Section 4 of this Proceeds Agreement for each Locality.

"Income Subaccount Set Aside" shall have the meaning given to such term by Section 9(B) of this Proceeds Agreement.

"Individual Portfolio" shall have the meaning given to such term in the Information Statement.

"Information Statement" shall mean the current Information Statement describing SNAP, as the same may be supplemented and amended.

"Installment Computation Dates" shall mean [May 13], 2030, and each fifth (5th) anniversary date thereafter.



"Investment Manager" shall mean the investment manager of SNAP and its successors and assigns, on the Closing Date being PFM Asset Management LLC, a corporation organized under the laws of Delaware and having an office in Harrisburg, Pennsylvania.

"Investment Report" shall have the meaning given to such term in Part F of the Letter Agreement.

"Letter Agreement" shall mean the Letter Agreement, dated the date hereof, attached to this Proceeds Agreement as Exhibit C.

"Local School Bond" shall mean the general obligation school bond of a Locality having the terms and provisions required by the Bond Sale Agreement.

"Locality" or "Localities" shall have the meaning accorded to such term by the first paragraph of this Proceeds Agreement.

"Locality Rebate Requirement" shall mean, with respect to each Locality, the amount payable to the United States Department of Treasury calculated pursuant to the Letter Agreement.

"Principal Subaccount" shall mean the Principal Subaccount established pursuant to Section 4 of this Proceeds Agreement for each Locality.

"Proceeds Account" shall mean, with respect to each Locality, its account by that name established under Section 4 of this Proceeds Agreement.

"Proceeds Agreement" shall mean this Proceeds Agreement, dated [May 13], 2025, among VPSA, the Localities and the Investment Manager.

"Rebate Calculation Agent" shall have the meaning given to such term in the Letter Agreement.

"Rebate Computation" shall mean the computation, as of a Computation Date, of a Locality Rebate Requirement to such Computation Date. The amount so computed may be a positive or a negative number.

"Rebate Exceptions" shall mean the Spending Exceptions and the Small Issuer Exception, collectively.

"Rebate Report" shall mean the report showing the Rebate Computations.

"Rebate Requirement" shall mean the rebate requirement imposed by Sections 148(f)(2) and (3) of the Code.

"Related Local Tax Agreement" shall mean the respective Use of Proceeds Certificate and Tax Compliance Agreement dated the Closing Date, among VPSA, a Locality and the Locality's school board, including all exhibits attached thereto, as such agreements may from time to time be modified or supplemented in accordance with the terms thereof.

"Related Tax Agreements" shall mean, collectively, the Related VPSA Tax Agreement and each Related Local Tax Agreement.

"Related VPSA Tax Agreement" shall mean the Tax Certificate and Regulatory Agreement dated the Closing Date made by VPSA for the benefit of the owners of the VPSA Bonds, including all exhibits attached thereto, as such agreement may from time to time be modified or supplemented in accordance with the terms thereof.

"Six-Month Exception" shall mean the exception to the Rebate Requirement provided by Section 148(f)(4)(B) of the Code.

"Small Issuer Exception" shall mean the exception to the Rebate Requirement provided by Section 148(f)(4)(D) of the Code.

"SNAP" shall mean the State Non-Arbitrage Program established pursuant to Article 7.1, Chapter 14, Title 2.1, Code of Virginia, as amended.

"SNAP Documents" shall mean the Information Statement and the Contract.

"Spending Exceptions" shall mean the Six-Month Exception, the Eighteen-Month Exception and the Two-Year Exception, collectively.

"Tax-Exempt Bond" shall mean a bond the interest on which is excludable from gross income under Section 103(a) of the Code and is not a specified private activity bond as defined in Section 57(a)(5)(C) of the Code.

"Tax-Exempt Investments" shall include:

(i) Tax-Exempt Bonds,

(ii) stock in a regulated investment company to the extent that at least 95% of the income to the holder of the interest is excludable from gross income under Section 103 of the Code, and

(iii) certificates of indebtedness issued by the United States Department of the Treasury pursuant to Demand Deposit State and Local Government Series program described in 31 CFR part 344 ("SLGs").

"Two-Year Exception" shall mean the exception to the Rebate Requirement provided by Section 148(f)(4)(C) of the Code.

"VPSA" shall mean the Virginia Public School Authority, a public body corporate and instrumentality of the Commonwealth of Virginia.

"VPSA Bond Yield" shall mean the Yield on the VPSA Bonds as set forth in the Letter Agreement.

"VPSA Bonds" shall mean the \$\_\_\_\_\_ aggregate principal amount of VPSA's School Financing Bonds (1997 Resolution), Series 2025A.

"Withdrawal Date" shall mean the date as of which an interim Rebate Calculation is made pursuant to Section 9 of this Proceeds Agreement.

"Yield" shall have the meaning accorded to such term by the Related VPSA Tax Agreement.

"Yield Reduction Payment" shall have the same meaning given to such term by Section 13 of this Proceeds Agreement.

"Yield Restriction Requirement" shall have the same meaning given to such term by Section 16 of this Proceeds Agreement.

**Section 3. Disposition of VPSA Bond Proceeds.**

A. Prior to the Closing Date, each Locality will complete and submit the required account documentation pursuant to the Information Statement.

B. On the Closing Date, VPSA will transfer a portion of the purchase price of all of the Local School Bonds (\$\_\_\_\_\_) to the Depository for deposit in SNAP, see Exhibit A attached hereto.

C. Each Locality hereby agrees to adhere strictly to the prescribed and recommended procedures described in this Proceeds Agreement, the Information Statement and its Related Local Tax Agreement. Each Locality hereby further agrees that it will not deviate from or request an exception to such procedures without first obtaining the prior written approval of VPSA. In the event of a conflict among the provisions of this Proceeds Agreement, the Related Local Tax Agreement and the Information Statement, the provisions of the Related Local Tax Agreement shall control.

**Section 4. Establishment of Accounts.**

The Investment Manager will establish on its books for each Locality one (1) account and two (2) subaccounts therein as follows:

VPSA-(Name of Locality) Proceeds Account – Series 2025A Issue

Principal Subaccount

Income Subaccount

If a Locality has made a Bifurcation Election as set forth on its signature page, the Investment Manager shall maintain such records as necessary to determine the portion of the Principal Subaccount and Income Subaccount of such Locality allocable to the construction issue and the non-construction issue.

**Section 5. Disposition of Local School Bond Proceeds.**

The Investment Manager shall allocate the proceeds of the Local School Bonds for the Localities on the Closing Date to the Localities and the Proceeds Accounts, dollar for dollar, in accordance with the respective purchase prices of their Local School Bonds and the allocations to the various Proceeds Accounts set forth in Exhibit A to this Proceeds Agreement. The proceeds of the VPSA Bonds allocated to each Locality shall be credited to the Principal Subaccount of the Locality in the amounts set forth in Exhibit A. There is no accrued interest on the Local School Bonds.

**Section 6. Investment of Principal Subaccount.**

The Investment Manager shall invest and reinvest moneys to the credit of the Principal Subaccount of each Locality for the benefit of such Locality in accordance with the provisions of the Information Statement, this Proceeds Agreement and the Related Tax Agreements. The Investment Manager shall credit to the Locality's Income Subaccount all income

and profits from the investment and reinvestment of moneys to the credit of its respective Principal Subaccount.

**Section 7. Disbursements from Principal Subaccount.**

Beginning on the Closing Date, each Locality may at any time withdraw all or any portion of the proceeds of its Local School Bond credited to its Principal Subaccount (including amounts transferred to the credit of the Principal Subaccount from the Income Subaccount pursuant to Section 9), in accordance with the Information Statement and by filing with the Investment Manager a requisition or requisitions for reimbursement to the Locality substantially in the form of Exhibit B to this Proceeds Agreement signed by an Authorized Representative of the Locality.

**Section 8. Investment of Income Subaccount.**

The Investment Manager shall invest and reinvest moneys to the credit of the Income Subaccount of each Locality for the benefit of such Locality in accordance with the provisions of the Information Statement, this Proceeds Agreement and the Related Tax Agreements. The Investment Manager shall credit to the Locality's Income Subaccount all income and profits from the investment and reinvestment of moneys to the credit thereof.

**Section 9. Income Subaccount.**

A. The Investment Manager will notify a Locality and VPSA when the balance to the credit of the Principal Subaccount of such Locality shall have been reduced to zero (\$0). Such Locality may then withdraw from its Income Subaccount an amount not in excess of the amount then to the credit of its Income Subaccount if the Locality qualifies for any one of the Rebate Exceptions or if such withdrawal is necessary to qualify for one of the Spending Exceptions.

1. In order to qualify for the Small Issuer Exception, the Locality must deliver to VPSA and the Investment Manager no later than the end of calendar year 2025 (a) a letter

from, or opinion of, nationally recognized bond counsel that the Local School Bond of such Locality purchased by VPSA with the proceeds of the VPSA Bonds will be treated as meeting the requirements of Sections 148(f)(2) and (3) of the Code, pursuant to Section 148(f)(4)(D) of the Code; and (b) the Locality's covenant that it shall pay or reimburse VPSA for its payment of its Locality Rebate Requirement if the Local School Bond of such Locality fails to meet all of the requirements of the Small Issuer Exception.

2. In order to determine if a Locality qualifies for either the Six-Month Exception or the Eighteen-Month Exception, the Investment Manager shall advise each Locality and VPSA of the amount that has been disbursed from the Principal Subaccount and the Income Subaccount of such Locality (a) six (6) months from the Closing Date, (b) twelve (12) months from the Closing Date, and (c) eighteen (18) months from the Closing Date. To facilitate such determination, each Locality shall set forth on the signature page for such Locality the amount of investment proceeds that such Locality reasonably expects as of the Closing Date to earn.

3. In order to determine if a Locality qualifies for the Two-Year Exception, the Investment Manager shall advise each Locality and VPSA, of the amount of Available Construction Proceeds that has been disbursed from the Principal Subaccount and the Income Subaccount of such Locality (a) six (6) months from the Closing Date, (b) twelve (12) months from the Closing Date, (c) eighteen (18) months from the Closing Date, and (d) twenty-four (24) months from the Closing Date. To facilitate such determination, each Locality shall set forth on the signature page for such Locality the amount of investment proceeds that such Locality reasonably expects as of the Closing Date to earn and the elections that it requests VPSA to make on its behalf. Furthermore, such Locality shall set

forth in a certificate delivered to VPSA on the Closing Date such facts and circumstances as necessary to show that it reasonably expects to qualify for the Two-Year Exception.

B. If a Locality fails to qualify for one of the Spending Exceptions, or the amount in its Proceeds Account is otherwise subject to the Rebate Requirement, then prior to a withdrawal from its Income Subaccount and upon receipt of such notification, the Locality shall promptly request, pursuant to the terms of the Information Statement, an interim Rebate Computation for the next Computation Date with respect to such Locality or an estimate of such Locality's Locality Rebate Requirement for purposes of determining what amount, if any, to the credit of the Income Subaccount may be subject to rebate. Any estimate of a Locality's Locality Rebate Requirement made by the Investment Manager shall also be provided to VPSA in writing. Notwithstanding anything to the contrary in the Information Statement, no disbursement will be made from the Income Subaccount until the aforementioned calculation shall have been made. The amount to the credit of the Income Subaccount that may be subject to rebate is the Income Subaccount Set Aside. On the Withdrawal Date, the Investment Manager shall (i) reserve, in the Income Subaccount, the amount of the "Income Subaccount Set Aside" until the next Rebate Computation required by Section 11 shall have been made and (ii) credit the remaining balance to the credit of the Income Subaccount to the credit of the Locality's Principal Subaccount.

#### **Section 10. Investment Losses.**

The Investment Manager shall charge any loss realized from the investment or reinvestment of moneys to the credit of the Income Subaccount and the Principal Subaccount of a Locality as follows:

A. losses on moneys to the credit of the Principal Subaccount shall be charged thereto; and



B. losses on moneys to the credit of the Income Subaccount shall be charged first to the Principal Subaccount and then to the Income Subaccount.

**Section 11. Rebate Computations.**

On or before each Computation Date, VPSA will prepare, or cause to be prepared, the Rebate Computations. The Rebate Computation for each Locality shall be made on the basis of information provided by VPSA and the Localities pursuant to the Related Tax Agreements.

The Locality Rebate Requirement shall be calculated separately for each Locality; provided, however, that VPSA may determine to calculate the Locality Rebate Requirements in the aggregate. VPSA may make such determination in its sole discretion. If the calculation is made in the aggregate, then the Locality Rebate Requirement for each Locality shall not be greater than the portion of the Aggregate Localities Rebate Requirement determined by multiplying the Aggregate Localities Rebate Requirement by a fraction, the numerator of which is the positive Locality Rebate Requirement calculated separately and the denominator of which is the sum of all of the positive Locality Rebate Requirements calculated separately.

If any provision of this Proceeds Agreement shall become inconsistent with any regulation or regulations promulgated under Section 148(f) of the Code subsequent to the date hereof, VPSA hereby agrees and covenants to prepare, or cause to be prepared, as soon as practicable, a Rebate Computation for each Locality, in compliance with such regulation or regulations, and VPSA, the Investment Manager and each of the Localities hereby further agree and covenant immediately to make any and all transfers and payments required by Sections 12 and 14 of this Proceeds Agreement from any moneys on deposit in the Income Subaccount and any other moneys of the Locality legally available for such purpose.

**Section 12. Transfers to Income Subaccount.**

Upon receipt by a Locality of the Rebate Report from VPSA, if the amount on deposit in the Locality's Income Subaccount (including the Income Subaccount Set Aside) is less than the sum of the Locality Rebate Requirement and Yield Reduction Payment of such Locality, the Investment Manager shall promptly charge the Principal Subaccount of such Locality an amount equal to the deficiency and credit its Income Subaccount such amount.

To the extent that the amount on deposit in the Principal Subaccount is insufficient to remedy the deficiency, the Investment Manager shall advise VPSA and such Locality of the amount of the remaining deficiency, and, to the extent permitted by law, the Locality agrees to transfer promptly to the Depository, from any funds that are or may be made legally available for such purpose, the amount equal to the remaining deficiency.

To the extent that the amount on deposit in the Income Subaccount exceeds the sum of the Locality Rebate Requirement and Yield Reduction Payment for the Locality, such excess shall be transferred to the Principal Subaccount of the Locality.

**Section 13. Disposition of Excess Proceeds, Yield Restriction and Yield Reduction Payments.**

A. When a Locality shall certify to VPSA and the Investment Manager that there are balances to the credit of the Locality's Principal Subaccount or Income Subaccount that will not be used for Capital Projects, such amount shall be retained in the Proceeds Account and, to the extent such amount is not required to be deposited to the Income Subaccount pursuant to Section 12, VPSA will, except as provided in Section 13(C) below, direct the Depository to apply such amount to redeem such Locality's Local School Bond on the earliest possible date that such Local School Bond may be called without a penalty or premium.

B. Except as provided in Section 13(C) below, any balances remaining on deposit in either the Principal Subaccount or Income Subaccount of any Locality on [May 13], 2028, will be invested by the Investment Manager in either an Individual Portfolio at a Yield not in excess of the VPSA Bond Yield or Tax-Exempt Investments.

C. If amounts on deposit in the Principal Subaccount or Income Subaccount of a Locality qualified for the temporary periods set forth under Treasury Regulation Section 1.148-2(e)(2) or Treasury Regulation Section 1.148-2(e)(6), such Locality may continue to invest such amounts in the SNAP Fund in accordance with the provisions of the Information Statement and may comply with the Yield Restriction Requirement by making yield reduction payments pursuant to Treasury Regulation Section 1.148-5(c) (the "Yield Reduction Payments") to reduce the yield earned after [May 13], 2028, on any investments in either its Principal Subaccount or Income Subaccount. On or before each Computation Date, VPSA will prepare, or cause to be prepared, the Yield Reduction Payment required to be made with respect to each Locality in order to comply with the Yield Restriction Requirement on the basis of the Investment Reports maintained by the Investment Manager for each Proceeds Account. Such Yield Reduction Payments must be made by the Locality at the same time and in the same manner as the Rebate Requirement is required to be paid.

#### **Section 14. Rebate Payments; Yield Reduction Payments; No Penalty Election.**

A. The Locality Rebate Requirement and the Yield Reduction Payment of each Locality shall be paid to the United States Department of the Treasury at the direction of VPSA on behalf of and for the accounts of the Locality and VPSA in accordance with the Related Tax Agreements.

B. NEITHER VPSA NOR ANY OF THE LOCALITIES WILL ELECT WITH RESPECT TO EITHER THE VPSA BONDS OR ANY OF THE LOCAL SCHOOL BONDS TO PAY THE PENALTY IN LIEU OF REBATE UNDER SECTION 148(F)(4)(c)(vii)(I) OF THE CODE.

**Section 15. Duties of VPSA.**

VPSA shall carry out its duties and responsibilities under this Proceeds Agreement and may retain agents, independent contractors and others that it deems qualified to carry out any or all of such duties and responsibilities.

VPSA shall carry out, or cause to be carried out, all of its responsibilities under the Letter Agreement and the Related VPSA Tax Agreement.

VPSA shall retain a copy of all Rebate Computations for at least six (6) years after the retirement of the last of the VPSA Bonds.

VPSA agrees that, except as provided in this Proceeds Agreement, any rebate liability that VPSA may have on account of the investment and reinvestment of the Gross Proceeds of the VPSA Bonds, including, by way of example and not of limitation, any rebate liability as a result of the investment of money credited to funds and accounts created under its bond resolutions, shall be the sole responsibility of VPSA and not any Locality.

**Section 16. Duties of Localities.**

A. The Localities will cooperate with VPSA, the Investment Manager and the Depository in order to ensure that the purposes of this Proceeds Agreement and the Related Tax Agreements are fulfilled. To that end, each Locality covenants and agrees that it will take any and all action and refrain from taking any and all action, as recommended by its bond counsel, to maintain the excludability from gross income for federal income tax purposes of interest on the VPSA Bonds to the same extent such interest was so excludable on the Closing Date.

B. If a Locality is required to restrict the Yield on its investments in order to comply with such covenant or to maintain the exclusion from gross income for federal income tax purposes of the interest on the VPSA Bonds (the "Yield Restriction Requirement"), it shall timely notify the Investment Manager to restrict such Yield to the VPSA Bond Yield. To the extent permitted by law, each Locality agrees to provide for the payment of any Yield Reduction Payment required to comply with the Yield Restriction Requirement, from any funds that are, or may be made legally available, for such purpose. Each Locality acknowledges that the payment of its Yield Reduction Payment is necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the VPSA Bonds. Each Locality agrees to complete and to provide to VPSA such forms as VPSA may request for filing in connection with the payment of the Locality's Yield Reduction Payment.

C. Each Locality agrees not to charge its general fund or otherwise set aside or earmark funds with which to pay debt service on its Local School Bond (other than as a budget item) prior to the date of payment thereof to VPSA.

D. Each Locality agrees to provide for the payment of its Locality Rebate Requirement and acknowledges that the payment of its Locality Rebate Requirement is necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the VPSA Bonds. Each Locality agrees to complete and to provide to VPSA such forms as VPSA may request for filing in connection with the payment of the Locality Rebate Requirement.

E. Each Locality hereby covenants and represents that neither the Locality nor any related party, as defined in Section 1.150-1(b) of the Treasury Regulations, to such Locality, pursuant to any arrangement, formal or informal, will purchase the VPSA Bonds in an amount related to the amount of the Local School Bond to be acquired from such Locality by VPSA.

**Section 17. Responsibilities of the Investment Manager.**

The Investment Manager shall be the agent of, and serve at the expense of, the Localities, to manage and direct the temporary investment and reinvestment of all moneys to the credit of the Proceeds Accounts pending their disbursement to the Localities and to make such computations as required by this Proceeds Agreement.

In general, the duties of the Investment Manager shall include those described in the SNAP Documents.

In particular, the Investment Manager will direct the investment and reinvestment of moneys to the credit of the Subaccounts of each Locality in accordance with the Information Statement, the Contract and this Proceeds Agreement.

**Section 18. Costs.**

Costs of SNAP are payable as provided in the Information Statement. The difference in the interest rates between the VPSA Bonds and the Local School Bonds shall be collected and retained by VPSA as partial payment of the administrative costs incurred by VPSA in connection with issuing, carrying, and repaying the VPSA Bonds, and the underwriting discount, if any, and the cost of purchasing, carrying, and selling or redeeming the Local School Bonds. VPSA will not charge any other fee to the Localities for its services or seek reimbursement for its costs, fees and expenses, including counsel fees, incurred in connection with the discharge of its duties and responsibilities under this Proceeds Agreement.

**Section 19. Opinions of Counsel.**

On the Closing Date, each Locality shall furnish an opinion of counsel, addressed to VPSA, to the effect that the obligations of its client under this Proceeds Agreement are valid, binding and enforceable against such client in accordance with its terms.

## **Section 20. Amendment.**

This Proceeds Agreement may be amended only with the consent of all the affected parties; provided, however, that this Proceeds Agreement shall be amended whenever, in the judgment of VPSA, based on an opinion of its counsel, such amendment is required in order to insure that interest on the VPSA Bonds shall remain excludable from gross income for federal income taxation under Section 103 of the Code to the same extent it was, in the opinion of such counsel, so excludable on the Closing Date. VPSA shall offer to amend this Proceeds Agreement whenever it shall in good faith determine, based on an opinion of its counsel, that any one or more of the restrictions or requirements imposed by this Proceeds Agreement upon the Localities, or any of them, may be removed or modified without adversely affecting the exclusion of interest on the VPSA Bonds from gross income for federal income taxation under Section 103 of the Code.

## **Section 21. Notices.**

Whenever notice is to be given pursuant to the provisions of this Proceeds Agreement, such notice shall be deemed to have been satisfactorily given on the same day if hand delivered or telecopied during regular business hours or three (3) days after the date of postmark if mailed, first class mail, postage prepaid, as follows:

If to VPSA, to

Virginia Public School Authority  
c/o State Treasurer

*by hand*

3<sup>rd</sup> Floor, James Monroe Building  
101 North 14<sup>th</sup> Street  
Richmond, Virginia 23219

*by mail*

Post Office Box 1879  
Richmond, Virginia 23218-1879

*in any case*

Attention: Public Finance Manager

If to the Investment Manager, to

PFM Asset Management LLC

*By hand or mail*

213 Market Street  
Harrisburg, PA 17101

*By telecopier*

(800) 252-9551

*In any case*

Attention: Scott Fleming  
Director

If to a Locality, to the address or telecopier number indicated on the page of this Proceeds Agreement executed by such Locality.

Any such address or number may be changed by written notice given to all the other parties to this Proceeds Agreement and the Investment Manager, except that a Locality need give such notice only to VPSA and the Investment Manager.

**Section 22. No Third Party Beneficiaries.**

Except as herein otherwise expressly provided, nothing in this Proceeds Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto any right, remedy or claim, legal or equitable, under or by reason of this Proceeds Agreement or any provision hereof, this Proceeds Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto.

**Section 23. Severability.**

In case any one or more of the provisions of this Proceeds Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Proceeds Agreement and this Proceeds Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in this Proceeds Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be



deemed to be the covenant, stipulation, obligation or agreement of the affected party to the full extent permitted by law.

**Section 24. No Personal Liability.**

All covenants, stipulations, obligations and agreements of VPSA contained in this Proceeds Agreement shall be deemed to be covenants, stipulations, obligations and agreements of VPSA to the full extent authorized by the laws and permitted by the Constitution of Virginia. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, employee or agent of VPSA or any Locality in his individual capacity. No commissioner, officer, employee or agent of VPSA or any Locality shall incur any personal liability in acting or proceeding or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Proceeds Agreement and the applicable laws of the Commonwealth of Virginia.

**Section 25. Applicable Law.**

This Proceeds Agreement is executed with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

**Section 26. Counterparts.**

This Proceeds Agreement may be executed in one or more counterparts.

**Section 27. Effective Date; Term.**

This Proceeds Agreement shall take effect on the Closing Date and shall expire on the date on which VPSA shall make the final rebate payment required by the Code with respect to the VPSA Bonds.

[Signature Page Follows]

**VIRGINIA PUBLIC SCHOOL AUTHORITY**

By: \_\_\_\_\_

Name: James D. Mahone

Title: Assistant Secretary and Assistant Treasurer

**PFM ASSET MANAGEMENT LLC**

By: \_\_\_\_\_

Name: Brian J. Sanker

Title: Managing Director

**NAME OF LOCALITY: County of Nelson, Virginia**

Page 1 of 2

**A. Address for notices, by hand, by mail and by telecopier, if any, as referred to in Section 22 above:** Nelson County Administrator, 84 Courthouse Square, PO Box 336, Lovingson, VA 22949

**B. Authorized Representative(s):**

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
Candice McGarry	County Administrator	_____
Grace Mawyer	Finance Director	_____

**C. Is the Small Issuer Exception applicable to this Locality? (If yes, an opinion of Bond Counsel and Locality's covenant is required as per Section 9 herein).**

Yes \_\_\_\_\_ No \_\_\_\_\_

**D. Eighteen Month Exception:**

Estimated Investment Earnings for purposes of the Eighteen-Month Exception: \$\_\_\_\_N/A\_\_\_\_\_

If any proceeds are used to refund prior debt, please indicate:

proceeds used to refund prior debt: \$\_\_\_\_N/A\_\_\_\_\_

issuance expense allocable to the refunding portion of the issue: \$\_\_\_\_N/A\_\_\_\_\_

**NAME OF LOCALITY: County of Nelson, Virginia**

Page 2 of 2

**E. Elections with respect to Two-Year Exception:**

1. Election to use actual facts in lieu of reasonable expectations for purposes of the Two-Year Exception:

Yes \_\_\_\_\_ No X\_\_\_\_\_

2. Estimated Investment Earnings: \$ \_\_\_\_\_

3. If any proceeds are used to refund prior debt, please indicate:

(a) proceeds used to refund prior debt: \$ \_\_\_\_\_ N/A \_\_\_\_\_

(b) issuance expenses allocable to the refunding portion of the issue: \$ \_\_\_\_\_ N/A \_\_\_\_\_

4. Bifurcation Election to treat the portion of the issue used for construction as a separate issue:

Yes \_\_\_\_\_ No X\_\_\_\_\_

If yes, state the portion of the issue used for construction and non-construction, respectively; (the sum of the following amounts must equal the issue price of \$ \_\_\_\_\_ reduced by any portion used for refunding purposes):

(a) portion of the issue used for construction: \$ \_\_\_\_\_

(b) issuance expenses allocable to the construction portion of the issue:  
\$ \_\_\_\_\_

(c) portion of the issue used for non-construction: \$ \_\_\_\_\_

(d) issuance expenses allocable to the non-construction portion of the issue:  
\$ \_\_\_\_\_

**COUNTY OF NELSON, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Supervisors

## EXHIBIT A

## LOCAL SCHOOL BONDS

<u>Locality</u>	<u>Principal Amount of Local School Bond</u>	<u>Purchase Price<sup>(1)</sup></u>	<u>Deposit into Proceeds Account at SNAP</u>
	\$	\$	\$
TOTAL	\$	\$	\$

<sup>(1)</sup> Net of underwriter's discount and VPSA costs of issuance.

# Virginia Public School Authority Bond Proceeds Account Requisition from the Principal Subaccount



Questions? Call 1-800-570-7627

Investor Name:

(Name that appears on Program records)

TIN #:

(Taxpayer Identification Number)

This requisition for payment from the Principal Subaccount of the Proceeds Account is submitted in accordance with the provisions of the Proceeds Agreement among the Virginia Public School Authority ("VPSA"), the undersigned (the "Locality") and the other units of local government signatory thereto, PFM Asset Management LLC, as Investment Manager and Bank of America National Association, as Depository. You are hereby notified that you are authorized and directed by the Locality to pay the following obligation(s) from the Principal Subaccount:

1. VPSA Bond Series:
2. Requisition Number (Item Number):
3. Account Number:
4. The amount to be paid:
5. Date to be paid:
6. Please select a transaction type: ☐ ACH ☐ Wire

Send the amount above to the following banking instructions:

Bank Name:

ABA #:

Account #:

Beneficiary Details:

7. Purpose by general classification for which such obligation was incurred:
8. The date(s) the expenditure(s) was/were made:

To reimburse the Locality for costs of the

School paid by

the Locality through

, 20

as follows:

A copy of each supporting document (invoice, work order, statement) for which reimbursement is to be made is attached hereto.

The obligation(s) in the stated amount(s) have been paid, and each item thereof is a proper charge against the proceeds of the Locality's Proceeds Account and has not been the subject of a previous withdrawal from the Proceeds Account.

All of which is hereby certified.

**SIGNATURE: (Please have a Contact, who is authorized per Program records to initiate redemptions of shares, sign below.)**

☒ Please print form and sign with blue or black ink.

Authorized Signature

Date

Phone #

Print or Type Name of Authorized Signatory

Title/Position

Email Address

Any document containing sensitive information received by email will not be accepted. Please send by uploading through Connect, fax, or mail.

**SEND VIA CONNECT:** Log in to Account Access  
Existing Connect Click ☒ Secure Contact  
Users Only Select file to upload - Send message

**FAX TO:** SNAP Client Services Group  
1-888-535-0120

**MAIL TO:** SNAP Client Services Group  
P.O. Box 11760  
Harrisburg, PA 17108-1760

Print Form

Clear Form

**Virginia Public School Authority  
101 North 14th Street  
Richmond, Virginia 23219**

**LETTER AGREEMENT**

**[May 13], 2025**

**Custody, Investment, and Disbursement of  
Proceeds of Local School Bonds Purchased by the  
Virginia Public School Authority with the Proceeds of Its**

**\$ \_\_\_\_\_  
School Financing Bonds (1997 Resolution)  
Series 2025A**

This **LETTER AGREEMENT**, dated the date shown above (this "Letter Agreement"), is between the Authority and the Investment Manager. All capitalized terms used herein shall have the meanings given to them in Part F of this Letter Agreement or in Section 2 of the Proceeds Agreement to which this Letter Agreement is attached as Exhibit C.

With respect to the VPSA Bonds, the Code requires that an amount equal to the VPSA's Rebate Requirement be paid to the United States Department of the Treasury. With respect to each Local School Bond, the Proceeds Agreement requires that an amount equal to the Locality's Locality Rebate Requirement be paid to the United States Department of the Treasury. Accordingly, VPSA hereby directs the Investment Manager, as provided below, to assist VPSA and each Locality to comply with the VPSA's Rebate Requirement and each Locality's Locality Rebate Requirement.

To enable VPSA and the Localities to fulfill their respective obligations under the Proceeds Agreement and to make such payments, and to enable the Investment Manager to fulfill its obligations under this Letter Agreement, the Investment Manager will prepare, on or before June 1, 2025 and each June 1 thereafter, the Investment Reports for VPSA as of the preceding May 5 and each Locality as of the preceding May 5. On the basis of such Investment Reports, VPSA shall cause the Rebate Calculation Agent to prepare (a) the Rebate Computation setting forth the Locality Rebate Requirement as of each Computation Date for each Locality as described in paragraph 3 of Part B hereto and (b) a calculation of the Yield Reduction Payment as of each Computation Date that must be paid by the Locality to comply with the Yield Restriction Requirement as described in Part D hereto. In addition, the Investment Manager will, based on the Rebate Report, transfer, within thirty (30) days after the Computation Date of each Locality, from its Principal Subaccount, if necessary, to its Income Subaccount, the amount required so that the amount to the credit of the Income Subaccount of each Locality shall equal its Locality Rebate Requirement.

#### A. Investment Report

With respect to all Nonpurpose Investments acquired during the term of this Letter Agreement with Gross Proceeds of each Local School Bond issue, the Investment Manager shall maintain separate Investment Reports for each Local School Bond issue.

The Investment Report for each Locality shall reflect the investments made with respect to its Proceeds Account.

#### B. Computation of Locality Rebate Requirement

VPSA shall compute each Locality's Locality Rebate Requirement in accordance with the procedure described below:

1. As of each Computation Date, VPSA shall cause the Rebate Calculation Agent to determine the Future Value of all nonpurpose payments made with respect to the Nonpurpose Investments purchased with or allocated to the Gross Proceeds of the Local School Bonds, as well as any rebate payments made, to such Computation Date in accordance with the requirements of the Treasury Regulations. Unless VPSA shall otherwise direct, transaction costs incurred in acquiring, carrying, selling or redeeming such obligations, shall be accounted for as provided in the Information Statement.

2. As of each Computation Date, VPSA shall cause the Rebate Calculation Agent to determine the Future Value of all nonpurpose receipts received with respect to the Nonpurpose Investments purchased with or allocated to the Gross Proceeds of the Local School Bonds, as well as any rebate payments recovered, to such Computation Date in accordance with the requirements of the Treasury Regulations.

3. As of each Computation Date, VPSA shall subtract the amount computed pursuant to paragraph 1 from the amount computed pursuant to paragraph 2. Such amount shall be the "Locality Rebate Requirement" as of the Computation Date.

4. Each of the Localities has covenanted in Section 16 of the Proceeds Agreement not to charge its general fund or otherwise set aside or earmark funds with which to pay debt service on its Local School Bond (other than as a budget item) prior to the date of payment thereof to VPSA.

5. The Locality Rebate Requirement may be treated as being met and no rebate computation shall be required with respect to the proceeds of the VPSA Bonds applied to purchase such Locality's Local School Bond if the VPSA receives the opinions and covenants or certification described in Section 9(A) of the Proceeds Agreement that a Locality meets the requirements of the (a) Six-Month Exception, (b) Eighteen-Month Exception, (c) Small Issuer Exception, or (d) Two-Year Exception, subject to the provisions described below.

(a) Six-Month Exception. Notwithstanding the fact that all of the Gross Proceeds of the Local School Bond are spent within six (6) months of the date of issue and no other Gross Proceeds of the Local School Bond are anticipated for the remainder of the term of the issue, if Gross Proceeds of the Local School Bond become available after the end of



the initial six-month period, the Locality Rebate Requirement shall be computed with respect to such Gross Proceeds in accordance with the procedure described above.

(b) Eighteen-Month Exception. Notwithstanding the fact that all of the Gross Proceeds of the Local School Bond are spent within eighteen (18) months of the date of issue and no other Gross Proceeds of the Local School Bond are anticipated for the remainder of the term of the issue, if Gross Proceeds of the Local School Bond become available after the end of the initial eighteen-month period, the Locality Rebate Requirement shall be computed with respect to such Gross Proceeds in accordance with the procedure described above.

(c) Small Issuer Exception. If a Locality delivers to VPSA no later than the end of calendar year 2025 (i) the opinion of nationally recognized bond counsel that the Local School Bond of such Locality purchased by VPSA with the proceeds of the VPSA Bonds will be treated as meeting the requirements of Sections 148 (f)(2) and (3) of the Code pursuant to Section 148 (f)(4)(D) of the Code and (ii) the Locality's covenant that it shall provide for the payment of or reimburse VPSA for its payment of the Locality Rebate Requirement in the event that the Local School Bond of such Locality fails to meet all the requirements of the Small Issuer Exception, then no rebate computation shall be made with respect to the proceeds of the VPSA Bonds applied to purchase such Local School Bond. Although the Local School Bond of a Locality may qualify for the Small Issuer Exception, custody, investment and disbursement of the proceeds of the VPSA Bonds applied to the purchase of the Locality's Local School Bond shall continue under the Proceeds Agreement, and the Investment Manager shall continue to provide an Investment Report for such Locality.

(d) Two-Year Exception. Notwithstanding the fact that all of the Gross Proceeds of the Local School Bond are spent within twenty-four (24) months of the date of issue and no other Gross Proceeds of the Local School Bond are anticipated for the remainder of the term of the issue, if Gross Proceeds of the Local School Bond become available after the end of the initial twenty-four-month period, the Locality Rebate Requirement shall be computed with respect to such Gross Proceeds in accordance with the procedure described above.

#### C. Aggregate Rebate Computation on Local School Bonds

If VPSA determines that the Localities' Locality Rebate Requirements shall be calculated in the aggregate, VPSA shall compute the Aggregate Localities' Rebate Requirement in accordance with the procedure set forth below.

1. As of each Computation Date, VPSA shall cause the Rebate Calculation Agent to determine the Future Value of all nonpurpose payments made with respect to the Nonpurpose Investments purchased with or allocated to the Gross Proceeds of all of the Local School Bonds in the aggregate (except those qualifying for one of the Rebate Exceptions), as well as any rebate payments made, to such Computation Date in accordance with the requirements of the Treasury Regulations.

2. As of each Computation Date, VPSA shall cause the Rebate Calculation Agent to determine the Future Value of all nonpurpose receipts received with respect to the Nonpurpose Investments purchased with or allocated to the Gross Proceeds of all of the Local School Bonds in the aggregate (except those qualifying for one of the Rebate Exceptions), as well as any rebate receipts recovered, to such Computation Date in accordance with the requirements of the Treasury Regulations.

3. As of each Computation Date, VPSA shall subtract the amount computed pursuant to paragraph 1 from the amount computed pursuant to paragraph 2. Such amount shall be the "Aggregate Localities' Rebate Requirement" as of the Computation Date.

**D. Yield Reduction Payment**

With respect to each Locality that has amounts on deposit in its Proceeds Accounts on and after [May 13], 2028, VPSA shall cause the Rebate Calculation Agent to compute, as of each Computation Date, the amount that such Locality must pay as a Yield Reduction Payment pursuant to Treas. Reg. Section 1.148-5(c) in order to cause the Yield on the investment of any amounts in the Proceeds Account on and after [May 13], 2028, to be less than or equal to the VPSA Bond Yield. The calculation of such Yield Reduction Payment shall not take into account any investment activity prior to [May 13], 2028. Such amount shall be the "Locality Yield Reduction Payment" as of the Computation Date.

**E. Rebate Payment**

1. Upon the calculation of the Locality Rebate Requirement and Yield Reduction Payment for each Locality, VPSA shall notify the Investment Manager thereof. The Investment Manager shall promptly charge the Principal Subaccount of a Locality to the extent the amount on deposit to the credit of its Income Subaccount is less than the sum of its Locality Rebate Requirement and Locality Yield Reduction Payment and credit its Income Subaccount with an amount such that the balance to the credit of the Income Subaccount is equal to the sum of its Locality Rebate Requirement and Locality Yield Reduction Payment (taking into account prior amounts credited to the Income Subaccount including investment income thereon). To the extent that the amount on deposit in the Principal Subaccount is insufficient to provide for a deposit to the Income Subaccount such that the balance in the Income Subaccount is equal to the sum of the Locality Rebate Requirement and Locality Yield Reduction Payment for the Locality, the Investment Manager shall advise VPSA and such Locality of the amount of the deficiency so that the Locality may promptly transfer to the Depository the amount required pursuant to Section 12 of the Proceeds Agreement.

2. In addition to the computation of the Localities' Locality Rebate Requirement, VPSA shall calculate its Rebate Requirement with respect to Nonpurpose Investments that were acquired with the Gross Proceeds of the VPSA Bonds in accordance with the procedures set forth in the Related VPSA Tax Agreement executed by VPSA in connection with the issuance of the VPSA Bonds.

3. The Locality Rebate Requirement for each Locality, if a positive number, shall be paid at the direction of VPSA to the United States in installments. Each payment must be in an amount not less than the total of ninety percent (90%) of the Locality Rebate Requirement for each Locality as of each Installment Computation Date. All of the Locality Rebate Requirement must be paid to the United States within sixty (60) days after the Final Computation Date. All of the Locality Yield Reduction Payment as of each Computation Date must be paid to the United States within sixty (60) days of each Computation Date. Each payment shall be made not later than sixty (60) days after each Computation Date. Payment shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 and be accompanied by Form 8038-T. VPSA shall make such payment as required. Investment Reports and records of the determinations made hereunder shall be retained by the Investment Manager and by VPSA, respectively, until six (6) years after the retirement of the VPSA Bonds.

#### F. Definitions

In addition to the words and terms defined in the Proceeds Agreement to which this Letter Agreement is attached as Exhibit C, the following words and terms shall have the following meanings:

"Bond Resolution" shall mean the resolution of the Authority adopted on October 23, 1997, as last amended and restated on September 20, 2012, and as supplemented.

"Fair Market Price" shall mean the purchase price and disposition price of a Nonpurpose Investment. Any Nonpurpose Investment purchased must be purchased at the Fair Market Price. An investment that is not of a type traded on an established market, within the meaning of Section 1273 of the Code, is rebuttably presumed to be acquired or disposed of at a price that is not equal to its fair market value. Accordingly, a premium may not be paid to adjust the yield on an investment, a lower interest rate than is usually paid may not adjust the yield on an investment and no transaction may result in a smaller profit or larger loss than would have resulted if the transaction had been at arm's-length and had the yield with respect to the bonds not been relevant to either party. Pursuant to Treasury Regulation Section 1.148-5(d), the following are safe harbors for establishing the Fair Market Price of certificates of deposit and guaranteed investment contracts:

(i) Certificate of Deposit. A certificate of deposit with a fixed interest rate, fixed payment schedule and a substantial penalty for early withdrawal will be deemed purchased for fair market value if the yield on the certificate of deposit is not less than (i) the yield on reasonably comparable direct obligations of the United States and (ii) the highest yield published or posted by the provider to be currently available from the provider on reasonably comparable certificates offered to the public. See Section 1.148-5(d)(6)(ii) of the Treasury Regulations.

(ii) Investment Agreement. Investments pursuant to a guaranteed investment contract will be regarded as being made at fair market value if

(a) A bona fide solicitation for a guaranteed investment contract is made that satisfies all of the following requirements: (A) the bid specifications are in writing and are timely forwarded to potential providers, (B) the bid specifications include all material terms that may directly or indirectly affect the yield or the cost of the guaranteed investment contract, (C) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the issuance of the bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements contained in Section 1.148-5(d)(6)(iii)(B)(1) or (2) of the Treasury Regulations, (D) the terms of the bid specifications are commercially reasonable in that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the guaranteed investment contracts, (E) the terms of the solicitation take into account the reasonably expected deposit and drawdown schedule for the amounts to be invested, (F) all potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a "last look") before providing a bid, (G) in those cases where the issuer engages a bidding agent to conduct the bidding, such agent did not bid to provide the investment, and (H) at least three reasonably competitive providers are solicited for bids. A "reasonably competitive provider" is a provider that has an established industry reputation as a competitive provider of investments of the same type as such guaranteed investment contract;

(b) At least three bona fide bids on the guaranteed investment contract are received from providers that have no material financial interest in the bonds. The following are deemed to have a material financial interest in the bonds: (A) the lead purchaser in a negotiated underwriting transaction until 15 days after the issue date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the guaranteed investment contract at the time the bid specifications are forwarded to potential providers, and (C) a provider that is a related party to a provider that has a material financial interest in the execution and delivery of the bonds;

(c) At least one of the three bids received is from a reasonably competitive provider, as described above;

(d) The winning bidder provides a certificate that (A) lists the recipients, amounts and purposes of any brokerage fee, placement fee, commission or administrative costs that it is paying (or expects to pay) to third parties in connection with supplying the guaranteed investment contract, (B) states that the yield on the guaranteed investment contract is not less than the yield available from the provider on reasonably comparable guaranteed investment contracts offered to other persons from sources of funds other than gross proceeds of tax-exempt obligations, and (C) in those agreements wherein the issuer deposits amounts (other than amounts deposited in debt service funds or reasonably required reserve or replacement funds) states that the issuer's draw-down schedule was a significant factor in determining the terms of the guaranteed investment contract;

(e) The highest yielding guaranteed investment contract for which a bona fide bid was made is purchased (determined net of broker's fees, if any); and

(f) The following records are retained with the bond documents until three years after the last outstanding Bond is redeemed: (A) a copy of the guaranteed investment contract, (B) the receipt or other record amount actually paid for the guaranteed investment contract, including a record of any administrative costs paid and the certification under subsection (d) hereof, (C) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results, and (D) the bid solicitation form and, if the terms of the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

"Future Value" of a payment or receipt at the end of any period is determined using the economic accrual method and equals the value of that payment or receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the VPSA Bond Yield, using the same compounding interval and financial conventions used to compute that yield.

"Gross Proceeds" shall have the meaning ascribed to such term in Section 148 of the Code and shall mean:

(a) amounts actually received or constructively received by VPSA from the sale of the VPSA Bonds and the amounts actually or constructively received by the Localities from the sale of the Local School Bonds, other than any interest accruing on the VPSA Bonds from the dated date to the issue date of such bonds;

(b) amounts treated as Transferred Proceeds (as defined in Treasury Regulations Section 1.148-9) of the VPSA Bonds or the Local School Bonds, if any;

(c) amounts that are reasonably expected to be or are in fact used to pay debt service on the Bonds including amounts in the sinking fund portion of the 1997 Income Fund under the Bond Resolution and the 1997 Sinking Fund under the Bond Resolution;

(d) securities or obligations pledged by the VPSA or Locality as security for payment of debt service with respect to the VPSA Bonds or the Local School Bonds;

(e) amounts received with respect to any investments acquired with Gross Proceeds for the purpose of carrying out the governmental purpose for which the VPSA Bonds or the Local School Bonds were issued, including the Local School Bonds, except that such amounts shall not include amounts, if any, that are properly allocable to qualified administrative costs recoverable under Treasury Regulation Section 1.148-5(e) or to the higher yield permitted under Treasury Regulation Section 1.148-2(d) of the Code;

(f) amounts treated as "replacement proceeds" of the VPSA Bonds or the Local School Bonds within the meaning of Section 1.148-1(c) of the Treasury Regulations;

(g) any funds that are part of a reserve or replacement fund for the VPSA Bonds or Local School Bonds; and

(h) amounts received as a result of investing any Gross Proceeds.

Gross Proceeds shall include amounts that are on deposit in the Income Subaccounts to the extent that such amounts are derived from Gross Proceeds of the VPSA Bonds or the Local School Bonds. The determination of whether an amount is included within this definition shall be made without regard to whether the amount is credited to any fund or account established under the Bond Resolution, or whether the amount is subject to the pledge of the Bond Resolution.

For purposes of subsection (d) above, an amount is pledged to pay principal or interest with respect to the VPSA Bonds or Local School Bond if there is a reasonable assurance that the amount will be available for such purposes in the event that the VPSA or Locality encounters financial difficulties. An amount can be indirectly pledged to pay principal or interest with respect to the VPSA Bonds or the Local School Bond if it is pledged to a guarantor of either or both such bonds. An amount may be "negatively" pledged to pay principal or interest with respect to the VPSA Bonds or the Local School Bond if it is held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of the holders of the bonds or a guarantor of the bonds. An amount is not negatively pledged however if (i) VPSA or the Localities may grant rights in the amount that are superior to the rights of the holders of the bonds or a guarantor of the bonds, or (ii) the amount does not exceed reasonable needs for which it is maintained, the required level is tested no more frequently than every 6 months, and the amount may be spent without any substantial restriction other than a requirement to replenish the amount by the next testing date.

If a decision is made to apply any insurance or condemnation proceeds to the redemption of the VPSA Bonds or the Local School Bond instead of using such proceeds for repair or replacement, any such proceeds become Gross Proceeds on the date of such a decision.

The definition of Gross Proceeds has been set out in full for the sake of completeness. With respect to each Local School Bond, all of the Gross Proceeds are on deposit in such Locality's Proceeds Account except to the extent that the Local School Bond may be part of a composite issue under Treasury Regulation §1.150-1(c), or the Locality may have retained Transferred Proceeds. With respect to the VPSA Bonds, all of its Gross Proceeds are the total of the amounts on deposit in the Proceeds Accounts of the Localities, except as provided above, and the amounts on deposit in the sinking fund portion of its 1997 Income Fund under the Bond Resolution and the 1997 Sinking Fund under the Bond Resolution.

"Investment Report" shall mean the record of investment activity maintained by the Investment Manager with respect to the investment property and the Localities, as described in the Contract.

"Locality Rebate Requirement" shall mean the sum of (i) the excess of (A) the aggregate amount earned on all Nonpurpose Investments acquired with the Gross Proceeds of the Local School Bond over (B) the amount that would have been earned if the Nonpurpose Investments had a Yield equal to the VPSA Bond Yield plus (ii) any income attributable to the excess described in clause (i).

"Nonpurpose Investments" shall mean any security, obligations, annuity contract or any other investment-type property (as such term is defined in Section 1.148-1(b) of the Treasury Regulations) that is not acquired to carry out the governmental purpose of the VPSA Bonds or the Local School Bonds. Nonpurpose Investments shall not include Tax-Exempt Investments. Any Nonpurpose Investments shall be purchased by the Investment Manager only if the purchase price of the Nonpurpose Investment is the Fair Market Price.

"Rebate Calculation Agent" shall mean that accounting firm or rebate calculation firm with a favorable national reputation in the field of the calculation of amounts subject to rebate to the United States under Section 148(f) of the Code and the Temporary Regulations that has been appointed under Section 9.2 of the Contract or by VPSA.

"Tax-Exempt Investments" shall include:

- (i) obligations the interest on which is excludable from gross income for federal income tax purposes, and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code,

- (ii) stock in a regulated investment company to the extent that at least 95% of the income to the holder of the interest is excludable from gross income under Section 103 of the Code, and

- (iii) certificates of indebtedness issued by the United States Department of the Treasury pursuant to Demand Deposit State and Local Government Series program described in 31 CFR part 344 ("SLGs").

"Treasury Regulations" shall mean the Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(e)-1, 1.149(g)-1, Section 1.150-1 and Section 1.150-2, as amended from time to time hereafter, and other regulations promulgated under Section 148 of the Code.

"VPSA's Rebate Requirement" shall mean the sum of (i) the excess of (A) the aggregate amount earned on all Nonpurpose Investments acquired with the Gross Proceeds of the VPSA Bonds over (B) the amount that would have been earned if the Nonpurpose Investments had a Yield equal to VPSA Bond Yield plus (ii) any income attributable to the excess described in clause (i).

"Yield", for purposes of this Letter Agreement, shall be calculated pursuant to the Treasury Regulations by means of an actuarial method of yield calculation whereby "yield" means that discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest and all the payments for a qualified guarantee paid and to be paid with respect to the bond, produces an amount equal to the issue price of the bond. For purposes of this Letter Agreement, the VPSA Bond Yield is \_\_\_\_\_. The Yield on investments must be computed by the use of the same frequency interval of compounding interest as is used in computing the VPSA Bond Yield.

[Signature Page Follows]



G. Amendments

In order to comply with the covenants by VPSA and each of the Localities regarding compliance with the requirements of the Code and the exclusion from federal income taxation of the interest paid and to be paid on the VPSA Bonds, the procedures described in this Letter Agreement may be modified as necessary, based on the advice of counsel, to comply with rulings, regulations, legislation or judicial decisions as may be applicable to such bonds.

Very truly yours,

**VIRGINIA PUBLIC SCHOOL AUTHORITY**

By: \_\_\_\_\_  
Name: James D. Mahone  
Title: Assistant Secretary and Assistant Treasurer

Accepted:

**PFM ASSET MANAGEMENT LLC**

By: \_\_\_\_\_  
Name: Brian J. Sanker  
Title: Managing Director

**Exhibit D**

**AUTHORIZED REPRESENTATIVES**

The following are the Authorized Representatives of Virginia Public School Authority and PFM Asset Management LLC:

**VIRGINIA PUBLIC SCHOOL AUTHORITY:**

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
Bradley L. Jones	Assistant Secretary and Assistant Treasurer	_____
James D. Mahone	Assistant Secretary and Assistant Treasurer	_____

**PFM ASSET MANAGEMENT LLC:**

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
Brian J. Sanker	Managing Director	_____

## **APPENDIX A**

Contract respecting the Virginia State Non-Arbitrage Program, between the Treasury Board of the Commonwealth of Virginia and the Investment Manager.

(See Attached)

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-09**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION AUTHORIZING APPLICATION TO THE VIRGINIA PUBLIC SCHOOL**  
**AUTHORITY REGARDING COUNTY OF NELSON GENERAL OBLIGATION BONDS TO**  
**FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A SCHOOL**  
**CONSTRUCTION PROJECT AND ACTIONS RELATED THERETO**

**WHEREAS**, the Board of Supervisors (the "**Board of Supervisors**") of the County of Nelson, Virginia (the "**County**") has previously expressed its support for the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School (together, the "**School Project**"); and

**WHEREAS**, the Board of Supervisors has previously stated its intent to obtain financing of the School Project to pay costs related to the financing and completion of the School Project, and the Board of Supervisors now desires to submit an application (the "**Application**") to the Virginia Public School Authority (the "**VPSA**") to participate in the VPSA's 2025 Spring Pooled Bond Sale through the issuance of County general obligation bonds to be sold to the VPSA (the "**Local School Bonds**") to finance the School Project, interest costs during construction of the School Project and costs of issuance of the Local School Bonds.

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

1. The County Administrator, County Attorney, the County's financial advisor and the County's bond counsel are authorized and directed to submit the Application to the VPSA for the purchase of the Local School Bonds by the VPSA as part of its 2025 Spring Pooled Bond Sale, such Application to describe Local School Bonds in the maximum principal amount of \$25,000,000 and to include proceeds requested of up to \$22,000,000 plus, if and as needed, an amount needed to finance closing costs and capitalized interest, all for the purposes described above.
2. The same employees and representatives of the County are hereby authorized and directed to take such further action deemed necessary or desirable to facilitate consideration of the proposed Local School Bonds involving a general obligation of the County, including but not limited to the publication of notice of a public hearing as required by law, to be held on March 11, 2025 at or about 7:00 p.m.

3. All actions of the County's officers, employees and agents in furtherance of the purposes of this Resolution, including preliminary actions related to the Application, are hereby approved and ratified.
4. This Resolution shall take effect immediately.

\* \* \*

Approved: February 18, 2025

Attest: *Candice W. McGaughey*, Clerk  
Nelson County Board of Supervisors

On motion of Jesse N. Rutherford, seconded by Dr. Jessica Ligon, the foregoing Resolution was adopted at a regular meeting of Board of Supervisors on February 11, 2025. Members of the Board of Supervisors voted as follows:

YES

NO


Ernie Q. Reed, Chair  
Dr. Jessica Ligon, Vice Chair  
Jesse N. Rutherford  
J. David Parr

ABSTAINED

ABSENT

Thomas D. Harvey

Dated this 18th day of February, 2025.

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

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENTION  
OF THE NELSON COUNTY BOARD OF SUPERVISORS TO PROPOSE FOR  
PASSAGE A RESOLUTION AUTHORIZING THE ISSUANCE OF AN  
ESTIMATED MAXIMUM OF \$25,000,000 PRINCIPAL AMOUNT OF GENERAL  
OBLIGATION SCHOOL BONDS, SERIES 2025 FOR THE PURPOSE OF  
FINANCING THE DESIGN, IMPROVEMENT, RENOVATION,  
CONSTRUCTION AND EQUIPPING OF PUBLIC SCHOOL FACILITIES**

Notice is hereby given to all interested persons of a public hearing concerning the intention of the Board of Supervisors of the County of Nelson, Virginia **(the “County”)**, to propose for passage at a regular meeting of the Board of Supervisors of the County to be held on Wednesday, March 11, 2025 at 7:00 p.m. or as soon thereafter as possible, in the General District Courtroom of the Nelson County Courthouse, 84 Courthouse Square, Lovingston, Virginia regarding a resolution authorizing the issuance of an estimated maximum of \$25,000,000 principal amount of general obligation school bonds **(the “Bonds”)** of the County. The proposed uses for which more than ten percent of the Bond proceeds are expected to be used are the financing of the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School, and also including costs of issuance of the Bonds, all of which constitute a capital project for public school purposes. The Bonds will be sold to the Virginia Public School Authority.

Persons may appear and present their views at the public hearing. A copy of the full text of the resolution is on file in the office of the County Administrator of the County located at 84 Courthouse Square, Lovingston, Virginia 22949. Persons requiring special assistance to attend or participate in this hearing should contact the Office of the County Administrator at (434) 263-7000 at least five (5) days in advance of the public hearing.

**BOARD OF SUPERVISORS OF THE  
COUNTY OF NELSON, VIRGINIA**

**To:** Virginia Public School Authority (“VPSA”)  
**From:** Davenport Public Finance, on behalf of Nelson County, Virginia  
**Date:** February 24, 2025  
**Subject:** Application to Participate in the 2025 VPSA Spring Pool

### **Description of the Proposed Project**

Nelson County, Virginia (the “County”) and Nelson County Public Schools (the “School Board”) are undertaking a significant renovation at Nelson County High School. The Total Project Budget is \$24,500,000, and the School Board has previously received a grant to fund \$2,500,000 of those project costs, leaving \$22,000,000 to be funded from bond proceeds. Construction Bids for the project are expected back on February 25, 2025, with the contractor officially selected by both the School Board and County Board of Supervisors by March 11, 2025. As such, the County may update the requested project fund after selection of the contractor.

In April 2024, the County issued a \$2,500,000 Lease Revenue Bond Anticipation Note, Series 2024A (the “2024A BAN”) to fund preliminary design costs prior to the issuance of this permanent financing. The 2024A BAN was issued as a drawdown line of credit, and as of submission of this Application, \$\_\_\_\_\_ has been drawn on the 2024A BAN. The County plans pay off the current balance of the 2024A BAN with proceeds of the 2025 VPSA Spring Pool; however, they do plan to pay accrued interest on the 2024A BAN with current-year revenues (not from proceeds of the 2025 VPSA Spring Pool). Selected documents are included in this Application – additional documents can be provided upon request.

### **Reimbursement of Prior Expenditures**

The only prior expenditures that are anticipated to be reimbursed are those that have been funded from proceeds of the 2024A BAN.

### **Preferred Structure of the Financing**

Based on guidance from County Staff, the anticipated structure is as follows:

- First Interest: January 15, 2026
- First Principal: July 15, 2028
- Final Maturity: Not Later Than July 15, 2054 (30 Years)
- Structure: Level Debt Service on an annual, fiscal year basis

### **County Board of Supervisors and School Board Actions**

The School Board adopted its authorizing resolution at its February 20<sup>th</sup> meeting. The final version of that resolution is included in this Application.

The County Board of Supervisors adopted a preliminary resolution at its February 18<sup>th</sup>. The County Board of Supervisors plans to consider the authorizing resolution and hold a Public Hearing at its March 11<sup>th</sup> meeting.



**RESOLUTION REQUESTING THE BOARD OF SUPERVISORS  
TO ISSUE GENERAL OBLIGATION SCHOOL BONDS FOR  
SCHOOL PURPOSES AND CONSENTING TO  
THE ISSUANCE THEREOF**

**BE IT RESOLVED:**

1. The School Board of the County of Nelson (the "School Board") hereby (i) requests, pursuant to Section 15.2-2640 of the Code of Virginia, 1950, as amended (the "Code"), that the Board of Supervisors of the County of Nelson (the "County") cause the County to issue its general obligation school bonds (the "Bonds") in an aggregate principal amount not in excess of \$25,000,000, but with the objective of providing up to \$22,000,000 plus, if and as needed, an amount needed to finance closing costs and capitalized interest, in net proceeds, to finance the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School, which constitutes a capital project for public school purposes, and related costs of issuance and (ii) consents, pursuant to Section 15.2-2638.B(iii) of the Code and Article VII, Section 10(b) of the Constitution of Virginia, to the issuance of the Bonds.

2. Further, the School Board consents to and authorizes an application to the Virginia Public School Authority (the "VPSA") for the purchase of the Bonds by the VPSA as part of its 2025 Spring Pooled Bond Sale. The Chairman of the School Board, the Superintendent of the schools of Nelson County School Division (the "Schools"), and such other officer or officers of the School Board or the Schools as either may designate (the "Authorized Officers") are hereby authorized to decrease the amount of proceeds requested to the extent the County and such Authorized Officers deem it necessary to issue the Bonds in an amount less than provided in paragraph 1 above.

3. The Authorized Officers are hereby authorized and directed to execute and deliver on behalf of the School Board a Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary for the bonds issued by VPSA in the Spring of 2025 (the "VPSA Bonds") to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and the applicable regulations. The School Board covenants on behalf of itself and the Schools under its governance that the School Board and the Schools shall comply with the provisions of the Tax Compliance Agreement and the Tax Code so that the interest on the VPSA Bonds is excludable from gross income under the Tax Code.

4. This resolution shall take effect immediately.

\* \* \*

Members present at the meeting of the School Board on February 20, 2025 were: Margaret Clair, Shannon Powell, Ceasar Perkins, George Chape, Janet Turner-Giles. Members absent from the meeting were: N/A.

Members voting in favor of the foregoing resolution were: Margaret Clair, Shannon Powell, Ceasar Perkins, George Chape, Janet Turner-Giles. Members voting against the foregoing resolution were: N/A. Members abstaining from voting on the foregoing resolution were: N/A.

Date: February 20, 2025

Jimmy B. Panton

Clerk, School Board of the County of Nelson,  
Virginia

[SEAL]

## § 15.2-2606. Public hearing before issuance of bonds

A. Notwithstanding any contrary provision of law, general or special, but subject to subsection B of this section, before the final authorization of the issuance of any bonds by a locality, the governing body of the locality shall hold a public hearing on the proposed bond issue. Notice of the hearing shall be published twice in a newspaper published or having general circulation in the locality, with the first notice appearing no more than 28 days before and the second notice appearing no less than seven days before the hearing. The notice shall (i) state the estimated maximum amount of the bonds proposed to be issued, (ii) state the proposed use of the bond proceeds, and if there is more than one use, state the proposed uses for which more than 10 percent of the total bond proceeds is expected to be used, and (iii) specify the time and place of the hearing at which persons may appear and present their views.

B. No notice or public hearing shall be required for (i) bonds which have been approved by a majority of the voters of the issuing locality voting on the issuance of such bonds or (ii) obligations issued pursuant to § [15.2-2629](#), [15.2-2630](#) or [15.2-2643](#).

1987, c. 402, § 15.1-171.1; 1990, c. 175; 1991, c. 668, § 15.1-227.8; 1994, c. [714](#); 1997, c. [587](#); 2011, c. [590](#); 2023, cc. [506](#), [507](#); 2024, cc. [225](#), [242](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 15.2. Counties, Cities and Towns  
Subtitle II. Powers of Local Government  
Chapter 26. Public Finance Act  
Article 4. Bond Issues by Counties

## § 15.2-2638. Powers of counties generally; approval of voters required

A. Except as provided in subsection B of this section, no county has the power to contract any debt or to issue its bonds unless a majority of the voters of the county voting on the question at an election held in accordance with §§ [15.2-2610](#) and [15.2-2611](#) approve contracting the debt, borrowing the money and issuing the bonds.

B. Voter approval is not required for a county (i) to contract debt or to issue bonds described in Article VII, Section 10(a)(1) and (3) of the Constitution of Virginia, (ii) to issue refunding bonds, or (iii) to issue bonds, with the consent of the school board and the governing body of the county, for capital projects for school purposes which are sold to the Literary Fund, the Virginia Retirement System, or other state agency prescribed by law.

Code 1950, § 15-666.28; 1958, c. 640; 1962, c. 623, § 15.1-185; 1971, Ex. Sess., c. 224; 1991, c. 668, § 15.1-227.39; 1997, c. 587.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

## § 15.2-2640. Resolution for bond issue; contents; request for bonds for school purposes

Whenever the governing body of any county determines that it is advisable to contract a debt and issue general obligation bonds of the county, it shall adopt an ordinance or resolution setting forth in brief and general terms the purpose or purposes for which the bonds are to be issued and the maximum amount of the bonds to be issued.

Where voter approval is required or permitted by the Constitution of Virginia or this chapter, the ordinance or resolution shall request the circuit court to order an election to be held pursuant to §§ [15.2-2610](#) and [15.2-2611](#) on the question of contracting the debt and issuing the proposed bonds.

Before the adoption of an ordinance or resolution by the governing body of any county requesting the ordering of an election on the question of contracting a debt and issuing bonds for school purposes, or, if no referendum is required, adopting an ordinance or resolution authorizing the issuance of bonds for school purposes, the school board of the county must first request, by resolution, the governing body of the county to take such action.

If voter approval is not required by the Constitution of Virginia or the provisions of this chapter, the governing body of the county has all the powers granted by this chapter to the governing bodies of municipalities with respect to incurring debt and issuing bonds.

Code 1950, § 15-666.29; 1958, c. 640; 1960, c. 563; 1962, c. 623, § 15.1-186; 1971, Ex. Sess., c. 224; 1980, c. 559; 1989, c. 177; 1991, c. 668, § 15.1-227.41; 1997, c. 587.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

## Section 1. Definitions.

As used in this article (1) "county" means any existing county or any such unit hereafter created, (2) "city" means an independent incorporated community which became a city as provided by law before noon on the first day of July, nineteen hundred seventy-one, or which has within defined boundaries a population of 5,000 or more and which has become a city as provided by law, (3) "town" means any existing town or an incorporated community within one or more counties which became a town before noon, July one, nineteen hundred seventy-one, as provided by law or which has within defined boundaries a population of 1,000 or more and which has become a town as provided by law, (4) "regional government" means a unit of general government organized as provided by law within defined boundaries, as determined by the General Assembly, (5) "general law" means a law which on its effective date applies alike to all counties, cities, towns, or regional governments or to a reasonable classification thereof, and (6) "special act" means a law applicable to a county, city, town, or regional government and for enactment shall require an affirmative vote of two-thirds of the members elected to each house of the General Assembly.

The General Assembly may increase by general law the population minima provided in this article for cities and towns. Any county which on the effective date of this Constitution had adopted an optional form of government pursuant to a valid statute that does not meet the general law requirements of this article may continue its form of government without regard to such general law requirements until it adopts a form of government provided in conformity with this article. In this article, whenever the General Assembly is authorized or required to act by general law, no special act for that purpose shall be valid unless this article so provides.

The amendment ratified November 7, 1972 and effective January 1, 1973—Added language to the definition of "city" in (2) to include those communities which became cities before July 1, 1971. Added language to the definition of "town" in (3) to include those communities which became "towns" before July 1, 1971.

## Section 2. Organization and government.

The General Assembly shall provide by general law for the organization, government, powers, change of boundaries, consolidation, and dissolution of counties, cities, towns, and regional governments. The General Assembly may also provide by general law optional plans of government for counties, cities, or towns to be effective if approved by a majority vote of the qualified voters voting on any such plan in any such county, city, or town.

The General Assembly may also provide by special act for the organization, government, and powers of any county, city, town, or regional government, including such powers of legislation, taxation, and assessment as the General Assembly may determine, but no such special act shall be adopted which provides for the extension or contraction of boundaries of any county, city, or town.

Every law providing for the organization of a regional government shall, in addition to any other requirements imposed by the General Assembly, require the approval of the organization of the regional government by a majority vote of the qualified voters voting thereon in each county and city which is to participate in the regional government and of the voters voting thereon in a part

of a county or city where only the part is to participate.

### Section 3. Powers.

The General Assembly may provide by general law or special act that any county, city, town, or other unit of government may exercise any of its powers or perform any of its functions and may participate in the financing thereof jointly or in cooperation with the Commonwealth or any other unit of government within or without the Commonwealth. The General Assembly may provide by general law or special act for transfer to or sharing with a regional government of any services, functions, and related facilities of any county, city, town, or other unit of government within the boundaries of such regional government.

### Section 4. County and city officers.

There shall be elected by the qualified voters of each county and city a treasurer, a sheriff, an attorney for the Commonwealth, a clerk, who shall be clerk of the court in the office of which deeds are recorded, and a commissioner of revenue. The duties and compensation of such officers shall be prescribed by general law or special act.

Regular elections for such officers shall be held on Tuesday after the first Monday in November. Such officers shall take office on the first day of the following January unless otherwise provided by law and shall hold their respective offices for the term of four years, except that the clerk shall hold office for eight years.

The General Assembly may provide for county or city officers or methods of their selection, including permission for two or more units of government to share the officers required by this section, without regard to the provisions of this section, either (1) by general law to become effective in any county or city when submitted to the qualified voters thereof in an election held for such purpose and approved by a majority of those voting thereon in each such county or city, or (2) by special act upon the request, made after such an election, of each county or city affected. No such law shall reduce the term of any person holding an office at the time the election is held. A county or city not required to have or to elect such officers prior to the effective date of this Constitution shall not be so required by this section.

The General Assembly may provide by general law or special act for additional officers and for the terms of their office.

### Section 5. County, city, and town governing bodies.

The governing body of each county, city, or town shall be elected by the qualified voters of such county, city, or town in the manner provided by law.

If the members are elected by district, the district shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district. When members are so elected by district, the governing body of any county, city, or town may, in a manner provided by law, increase or diminish the number, and change the boundaries, of districts, and shall in 1971 and every ten years thereafter, and also whenever the boundaries of such districts are changed, reapportion the representation in the governing body among the districts in a manner provided by law. Whenever the governing body of any such unit shall fail to perform the duties so prescribed in the manner

herein directed, a suit shall lie on behalf of any citizen thereof to compel performance by the governing body.

Unless otherwise provided by law, the governing body of each city or town shall be elected on the second Tuesday in June and take office on the first day of the following September. Unless otherwise provided by law, the governing body of each county shall be elected on the Tuesday after the first Monday in November and take office on the first day of the following January.

## Section 6. Multiple offices.

Unless two or more units exercise functions jointly as authorized in Sections 3 and 4, no person shall at the same time hold more than one office mentioned in this article. No member of a governing body shall be eligible, during the term of office for which he was elected or appointed, to hold any office filled by the governing body by election or appointment, except that a member of a governing body may be named a member of such other boards, commissions, and bodies as may be permitted by general law and except that a member of a governing body may be elected or appointed to fill a vacancy in the office of mayor or board chairman if permitted by general law or special act.

The amendment ratified November 6, 1984 and effective January 1, 1985—After "as may be permitted by general law", added "and except that a member of a governing body may be elected or appointed to fill a vacancy in the office of mayor or board chairman if permitted by general law or special act".

## Section 7. Procedures.

No ordinance or resolution appropriating money exceeding the sum of five hundred dollars, imposing taxes, or authorizing the borrowing of money shall be passed except by a recorded affirmative vote of a majority of all members elected to the governing body. In case of the veto of such an ordinance or resolution, where the power of veto exists, it shall require for passage thereafter a recorded affirmative vote of two-thirds of all members elected to the governing body.

On final vote on any ordinance or resolution, the name of each member voting and how he voted shall be recorded.

## Section 8. Consent to use public property.

No street railway, gas, water, steam or electric heating, electric light or power, cold storage, compressed air, viaduct, conduit, telephone, or bridge company, nor any corporation, association, person, or partnership engaged in these or like enterprises shall be permitted to use the streets, alleys, or public grounds of a city or town without the previous consent of the corporate authorities of such city or town.

## Section 9. Sale of property and granting of franchises by cities and towns.

No rights of a city or town in and to its waterfront, wharf property, public landings, wharves, docks, streets, avenues, parks, bridges, or other public places, or its gas, water, or electric works shall be sold except by an ordinance or resolution passed by a recorded affirmative vote of three-fourths of all members elected to the governing body.



No franchise, lease, or right of any kind to use any such public property or any other public property or easement of any description in a manner not permitted to the general public shall be granted for a longer period than forty years, except for air rights together with easements for columns of support, which may be granted for a period not exceeding sixty years. Before granting any such franchise or privilege for a term in excess of five years, except for a trunk railway, the city or town shall, after due advertisement, publicly receive bids therefor. Such grant, and any contract in pursuance thereof, may provide that upon the termination of the grant, the plant as well as the property, if any, of the grantee in the streets, avenues, and other public places shall thereupon, without compensation to the grantee, or upon the payment of a fair valuation therefor, become the property of the said city or town; but the grantee shall be entitled to no payment by reason of the value of the franchise. Any such plant or property acquired by a city or town may be sold or leased or, unless prohibited by general law, maintained, controlled, and operated by such city or town. Every such grant shall specify the mode of determining any valuation therein provided for and shall make adequate provisions by way of forfeiture of the grant, or otherwise, to secure efficiency of public service at reasonable rates and the maintenance of the property in good order throughout the term of the grant.

## Section 10. Debt.

(a) No city or town shall issue any bonds or other interest-bearing obligations which, including existing indebtedness, shall at any time exceed ten per centum of the assessed valuation of the real estate in the city or town subject to taxation, as shown by the last preceding assessment for taxes. In determining the limitation for a city or town there shall not be included the following classes of indebtedness:

(1) Certificates of indebtedness, revenue bonds, or other obligations issued in anticipation of the collection of the revenues of such city or town for the then current year; provided that such certificates, bonds, or other obligations mature within one year from the date of their issue, be not past due, and do not exceed the revenue for such year.

(2) Bonds pledging the full faith and credit of such city or town authorized by an ordinance enacted in accordance with Section 7, and approved by the affirmative vote of the qualified voters of the city or town voting upon the question of their issuance, for a supply of water or other specific undertaking from which the city or town may derive a revenue; but from and after a period to be determined by the governing body not exceeding five years from the date of such election, whenever and for so long as such undertaking fails to produce sufficient revenue to pay for cost of operation and administration (including interest on bonds issued therefor), the cost of insurance against loss by injury to persons or property, and an annual amount to be placed into a sinking fund sufficient to pay the bonds at or before maturity, all outstanding bonds issued on account of such undertaking shall be included in determining such limitation.

(3) Bonds of a city or town the principal and interest on which are payable exclusively from the revenues and receipts of a water system or other specific undertaking or undertakings from which the city or town may derive a revenue or secured, solely or together with such revenues, by contributions of other units of government.

(4) Contract obligations of a city or town to provide payments over a period of more than one year to any publicly owned or controlled regional project, if the project has been

authorized by an interstate compact or if the General Assembly by general law or special act has authorized an exclusion for such project purposes.

(b) No debt shall be contracted by or on behalf of any county or district thereof or by or on behalf of any regional government or district thereof except by authority conferred by the General Assembly by general law. The General Assembly shall not authorize any such debt, except the classes described in paragraphs (1) and (3) of subsection (a), refunding bonds, and bonds issued, with the consent of the school board and the governing body of the county, by or on behalf of a county or district thereof for capital projects for school purposes and sold to the Literary Fund, the Virginia Supplemental Retirement System, or other State agency prescribed by law, unless in the general law authorizing the same, provision be made for submission to the qualified voters of the county or district thereof or the region or district thereof, as the case may be, for approval or rejection by a majority vote of the qualified voters voting in an election on the question of contracting such debt. Such approval shall be a prerequisite to contracting such debt.

Any county may, upon approval by the affirmative vote of the qualified voters of the county voting in an election on the question, elect to be treated as a city for the purposes of issuing its bonds under this section. If a county so elects, it shall thereafter be subject to all of the benefits and limitations of this section applicable to cities, but in determining the limitation for a county there shall be included, unless otherwise excluded under this section, indebtedness of any town or district in that county empowered to levy taxes on real estate.

The amendment ratified November 4, 1980 and effective January 1, 1981—In subsection (a), substituted "ten per centum" for "eighteen per centum".