

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
JUNE 10, 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 – **R2025-37** Minutes for Approval
- B. Resolution – **R2025-38** FY25 Budget Amendment
- C. Resolution – **R2025-29** Adoption of Comprehensive Safety Action Plan
- D. Resolution – **R2025-39** Approval of Work Order Amendment for 151 Overlay District

IV. PRESENTATIONS

- A. VDOT Report
- B. Departmental Report – Jeff Brantley, Public Works
- C. Albemarle-Charlottesville Regional Jail Renovation Financing-**POSTPONED BY ACRJ**
- D. VRA Financing for Social Services Office Building Project (**R2025-40**)
- E. Piney River Water and Sewer Rates

V. NEW & UNFINISHED BUSINESS

- A. Authorization for Public Hearing on Transient Occupancy Tax Reporting (**R2025-41**)
- B. Authorization for Public Hearing on Business License Requirement (**R2025-42**)
- C. County Vehicle Acquisition, Maintenance and Use Policy (**R2025-43**)
- D. Roseland Rescue Squad Interest Free Loan Request (**R2025-44**)
- E. FY26 Budget
 - 1. School Budget Funding
 - 2. FY26 Budget Adoption (**R2025-45**)
 - 3. FY26 Budget Appropriation (**R2025-46**)

VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

- A. Reports
 - 1. County Administrator's Report
 - 2. Board Reports
- B. Appointments
- C. Correspondence
- D. Directives

VII. CLOSED SESSION PURSUANT TO §2.2-3711(A)(1) Personnel

VIII. OTHER BUSINESS (AS PRESENTED)

IX. ADJOURN & CONTINUE TO JUNE 25, 2025 AT 5:00 P.M. FOR A JOINT WORK SESSION WITH THE PLANNING COMMISSION (AN EVENING SESSION WILL NOT BE CONDUCTED)



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RESOLUTION R2025-37
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF MINUTES
(December 18, 2024, April 8, 2025)

RESOLVED, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **December 18, 2024 and April 8, 2025** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: June 10, 2025

Attest: _____, Clerk
Nelson County Board of Supervisors

Virginia:

AT A CONTINUED MEETING of the Nelson County Board of Supervisors and the Nelson County Planning Commission at 5:00 p.m. in the General District Courtroom located on the third floor of the Nelson County Courthouse, in Lovingston, Virginia.

- Present: J. David Parr, West District Supervisor – Chair
Ernie Q. Reed, Central District Supervisor – Vice Chair
Jesse N. Rutherford, East District Supervisor
Mary Kathryn Allen, South District Commissioner - Chair
Philippa Proulx, North District Commissioner
Michael Harman, West District Commissioner
William Smith, East District Commissioner
Amanda B. Spivey, Administrative Assistant/Deputy Clerk
Dylan M. Bishop, Director of Planning and Zoning
- Absent: Dr. Jessica L. Ligon, South District Supervisor
Thomas D. Harvey, North District Supervisor
Robin Hauschner, Central District Commissioner – Vice Chair
Candice W. McGarry, County Administrator

I. CALL TO ORDER

The Board of Supervisors did not yet have a quorum, Mr. Parr and Mr. Rutherford were in attendance. It was noted that Mr. Reed was running late and Dr. Ligon and Mr. Harvey would be absent.

As there was not a quorum for the Board of Supervisors, item II. Public Hearing A. Wintergreen Master Plan Amendment (Resolution R2024-84) was moved to the bottom of the agenda and Chris Musso of Berkley Group reviewed the Zoning and Subdivision Ordinance Updates with the Planning Commission and Mr. Parr and Mr. Rutherford.

III. JOINT WORKSESSION WITH PLANNING COMMISSION ON ZONING AND SUBDIVISION ORDINANCE UPDATES

Ms. Allen called the Planning Commission meeting to order at 5:01 p.m. with four (4) Commissioners present to establish a quorum.

Mr. Chris Musso with the Berkley Group introduced himself and Rebecca Cobb, Director of Planning for the Berkley Group. He noted that Cecile Gaines was also working with the project, but she was not available, so Ms. Cobb was present in her stead. He reported that this is the first work session for the zoning and subdivision ordinance update, and it would be focused on the public engagement completed to date. He noted that they would also discuss ordinance structure, the table of contents for the proposed ordinance and the next steps. He reviewed the order of what they would discuss at this meeting.

Mr. Musso said that the development phase would likely extend from the current fall season into the fall/winter of the following year, with work sessions planned every other month. He reported that these sessions would focus on drafting content for input, similar to the process used during the Comprehensive Plan update. He stated that public engagement for the zoning ordinance project would begin by summarizing the efforts already undertaken, including two (2) public workshops held on October 22nd at RVCC and October 30th at the Nelson Center. Mr. Musso said the turnout was impressive, with 46 attendees at the first workshop and 36 at the second, a testament to the community’s dedication in Nelson County.

Mr. Musso reported that the team also conducted four (4) focus group listening sessions, inviting 20 participants to discuss agriculture, preservation and conservation, real estate development, and economic development. He stated that public engagement for the project revealed six (6) key themes that the public desired from the zoning ordinance and subdivision ordinance update process. He noted that the public engagement process for this project was a bit different than the Comprehensive Plan project, because they had to weed through the feedback that they received from people. He commented that some of things were not relevant to the zoning or subdivision ordinance.

Mr. Musso reviewed the public engagement key themes:

Public Engagement Key Themes	
Preserve Rural Lands	The community expressed a strong desire to preserve the County's rural character by protecting large tracts of farmland and forested areas from overdevelopment, emphasizing the importance of balancing growth with land conservation.
Increase Housing Stock	Participants identified the need to expand the County's housing stock to meet demand, particularly for workforce, senior, and entry-level housing, while advocating for higher-density developments in areas like Lovington that already have supporting infrastructure.
Enhance Short-term Rental Regulations	Respondents highlighted the impact of short-term rentals on housing availability and community character, calling for more robust regulations to manage their growth and ensure they do not displace long-term residents or degrade residential neighborhoods.
Concentrate Development Near Infrastructure	The community believes that certain areas of the County, particularly Nellysford, Afton, and the Route 151 corridor, are overly developed. They would prefer to see new development directed toward areas better equipped to handle the associated infrastructure demands, such as increased traffic.
Promote Local Economic Opportunities	Community members emphasized the importance of fostering local economic opportunities by encouraging mixed-use development and addressing gaps in essential services like grocery stores and farm supply stores to meet residents' needs.
Clarify and Simplify Zoning Ordinance	Participants expressed a need for the Zoning Ordinance to be more user-friendly, with clearer definitions and streamlined processes for permitting, to reduce confusion and delays for property owners and developers.

He explained that the themes included preserving rural lands, protecting prime farmland from development, and conserving natural and sensitive habitats. Mr. Musso stated that increasing available housing stock, including entry-level, workforce, and senior housing, was identified as another priority. He said the community expressed interest in enhancing short-term rental regulations to minimize potential negative impacts.

Mr. Musso stated that concentrated development near existing or improved infrastructure, particularly along Route 29, was also favored—while areas like Route 151 and Route 6 were seen as overdeveloped. He reported that promoting local economic opportunities, such as essential services like grocery stores and medical care, was another theme. He stated that mixed-use development could address these gaps while increasing housing stock.

Mr. Musso explained that simplifying and clarifying zoning ordinance regulations was a recurring request from the community. He reported that the update aimed to make the ordinance more accessible and comprehensible to all residents. He said public sentiment also highlighted alternative housing options, such as ADUs (affordable dwelling units) and higher-density developments, in areas like Lovington and Colleen with sufficient infrastructure. Mr. Musso stated that preserving rural and cultural character remained a top priority, alongside protecting natural and cultural resources. He added that short-term rentals continued to be a key concern and that options for regulating these would be incorporated into the update.

Mr. Musso stated that zoning enforcement was another notable issue raised, with efforts aimed at easing administrative burdens for rural communities with limited staff. He said the feedback summary and Attachment B of the packet outlined these priorities, emphasizing the importance of addressing workforce, entry-level, and senior housing needs, preserving Nelson County’s cultural heritage, and ensuring regulations were enforceable and practical for staff.

Mr. Musso stated that from the focus groups, preserving agriculture and lowering barriers to farming and farming support services emerged as key priorities. He said that supplementary agricultural services such as farm-to-table options, retail outlets, and farming supply stores faced difficulties, and the County could work to make their establishment easier. He stated that housing was another major concern and emphasized the need for more options and increased density where appropriate.

Mr. Musso reported that environmental and cultural preservation were important, noting that the preservation of dark skies had emerged as a positive theme throughout public engagement. He said that community members who were familiar with the existing zoning ordinance wanted simpler regulations that were easier to navigate and process.

He stated that limiting barriers to bringing necessary services to the County was deemed essential. He reported that outside of Lovington, there was a lack of retail options, as well as primary care facilities, senior care facilities, and adventure services connecting people with nature. Mr. Musso said there was a desire for increased design standards, particularly for lighting, but participants had stressed the need to balance these so they did not negatively impact housing development or desired businesses. Mr. Musso stated that the group felt it was important to ensure the community's aesthetic matched its values while avoiding over-regulation.

Mr. Musso reported that the key findings from public engagement summarized these priorities and referred to Attachment B for a more detailed breakdown. He offered to address any comments, questions, or discussion points before proceeding. There being none, he moved onto the proposed ordinance structure. Mr. Musso noted that Attachment C was the proposed table of contents, outlining the document and ordinance organization.

Mr. Musso stated that the articles of the ordinance would include:

Article 1 - General Provisions

Article 2 – Administration

Article 3 - Permits and Applications

Article 4 - Primary Zoning Districts

Article 5 - Overlay Zoning Districts

Article 6 - Use Matrix

Article 7 - Use Standards

Article 8 - Community Design Standards

Article 9 - Non-Conforming Uses, Lots, and Structures

Article 10 – Subdivisions

Article 11 - Definitions

Mr. Musso explained that all of the articles would form part of the updated ordinance. He said that Article 10 would consolidate subdivision regulations directly into the zoning ordinance to create a unified development ordinance, making it easier for users to reference all relevant guidelines in one place.

He reported that Article 4, which addressed primary zoning districts, would retain the existing residential districts without removing any of them. Mr. Musso referenced Attachment D, which would identify any districts slated for removal, though he emphasized that none were currently intended for elimination. He further explained that a new residential district, the R-3 District, would be introduced based on public engagement and discussions with the Board, Planning Commission, and staff.

He said that Article 5 would include two (2) new overlay districts, the Village Overlay District and the Mountain Ridge Overlay District.

Mr. Musso described the R-3 District as a higher-density residential zone with larger buildings, lower setbacks, and an emphasis on multifamily and single-family attached developments. He stated that this district would likely be concentrated in areas like Lovington or Colleen, depending on development suitability. He illustrated this concept with examples such as townhomes and mixed-use buildings featuring retail on the ground floor and apartments above.

Mr. Musso explained that the Village Overlay District was designed for rural villages such as Piney River, Gladstone, Arrington, Shipman, Faber, and Schuyler, as designated in the comprehensive plan. He stated that this overlay would allow for tighter development patterns, reduced setbacks, increased density, and uses such as gas stations and community markets to meet local needs.

Mr. Musso reported that the purpose of the Mountain Ridge Overlay District was to restrict development along sensitive mountain ridge areas. He stated that the Mountain Ridge Overlay District would enforce greater separation between buildings than there would be in A-1, limit their height and footprint, and ensure protection of the County's natural landscapes. He said this would mean less impact when looking up at the mountain ridges, fewer trees missing, and overall less visual impact. He emphasized that they want to preserve these sensitive parts of the County and ensure protection of the area's natural beauty.

Ms. Proulx said that she had been interested in the 151 overlay, and that was not mentioned. She noted that something similar may also be needed on 29. She asked how that would be addressed.

Mr. Musso explained that they had the budget to add about two (2) new zoning districts but they were doing three (3) because they believed that if they were effective with their work, they could accomplish

that and make a model primary zoning district and a model overlay district. He said the hope was that in the future, County staff could take those models—Mountain Ridge, Village Overlay, or R-3—and adapt them to fit the County’s needs. He said if there was one (1) of those districts that the Board or Planning Commission did not like or felt they did not really need; they could swap it out for a district they felt they did need. He noted that these were the three (3) they settled on because they felt these were the ones the community wanted most. He emphasized that it was open to interpretation and discussion.

Ms. Proulx stated that a lot of the community would like to see some things different on 151, so that might be worth considering, at least seeing how they can put it in sooner rather than five years down the road.

Mr. Musso stated that Article 6 would contain the use matrices, which were tables listing all potential land uses within the County, alongside zoning districts. He said the matrices would indicate whether a use was permitted by right or required a special use permit, using markings such as “B” for by-right and “SUP” for special use permit. He referenced a column at the end of these matrices that would denote any specific use performance standards and highlighted how section numbers would help users locate details efficiently.

He reported that Article 7 would include all of the use performance standards, which were similar to conditions typically attached to special use permits. Mr. Musso explained that these standards would apply universally, rather than being limited to individual applicants, and would streamline application processes. He said that applicants for by-right uses would receive administrative approval while adhering to predetermined standards listed within the ordinance. As an example, he referenced gas stations, specifying that standards could regulate factors like size, the number of pumps, underground hazardous storage, and lighting constraints.

Mr. Musso stated that Article 8 would focus on community design standards, which he described as adaptable rules applicable to specific uses, areas, or the entire County. He reported that these standards would encompass things like lighting, landscaping, screening, walls, fences, streets, bikeways, sidewalks, parking, loading, and signs. He emphasized that this list was not exhaustive but included the most relevant standards for the County’s needs.

Mr. Musso stated that Attachment D, the table of contents crosswalk, provided a detailed comparison of the current and proposed zoning regulations. He explained that the first three (3) sections of the attachment outlined the existing regulations, including article numbers, section content, and their locations in the current ordinance. Mr. Musso referenced that column four of the table displayed the proposed locations and changes in the new zoning ordinance. He emphasized that this process was designed to ensure no regulations would be lost during the updates.

Mr. Musso further reported that staff notes in the attachment highlighted specific modifications, such as the removal of sliding-scale zoning. He said these notes were included to keep everyone informed and aligned throughout the update process. He stated that the team had completed several stages of the project, including the joint kickoff, public workshops, focus groups, work session one, public engagement over the summer, and the table of contents crosswalk.

Mr. Musso announced that drafting the actual articles of the ordinance would begin soon, with a follow-up scheduled for February 26th. He said the upcoming drafts would include articles 1, 2, 3, and 9, covering General Provisions, Administration, Permits and Applications, and Nonconforming Uses, Lots, and Structures. Mr. Musso described these as generally straightforward yet significant articles, often guided by State Code of Virginia regulations. He concluded by expressing confidence in their ability to navigate this critical phase in the coming months.

Mr. Reed arrived during the work session.

Ms. Allen asked about start time for the February 26th work session. Ms. Bishop suggested that they may want to start around 4:00 p.m. to allow for a break prior to Planning Commission’s 7:00 p.m. regular meeting. Ms. Allen suggested they speak with Robin Hauschner before setting the time, to try to work with his schedule since he has been unable to attend many of the work sessions.

Mr. Parr called the meeting to order at 5:27 p.m. with three (3) Supervisors present to establish a quorum. Mr. Harvey and Dr. Ligon were absent.

IV. OTHER BUSINESS (AS PRESENTED)

A. Proposed Work Order Amendment – Zoning Text for Short Term Rentals

Ms. Bishop stated that at the Board meeting last week, they discussed a work order amendment proposed for addressing short-term rentals first. She said they let Mr. Musso and Ms. Cobb know that the Board had decided on four (4) benchmark localities, so they had a new draft work order amendment for the Board's consideration. She said the addition of two (2) additional benchmark localities added \$790.40, bringing the total to \$2,563.60.

Mr. Reed moved to approve the proposed work order amendment with the addition of \$790.40 to the original proposed cost of \$1,773.20.

Mr. Rutherford seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (3-0) by roll call vote.

Ms. Allen asked for a motion from the Planning Commission to adjourn and continue to 7:00 p.m. Ms. Proulx moved to adjourn and reconvene at 7:00 p.m. and Mr. Harman seconded the motion. There being no further discussion, the Commissioner approved the motion unanimously by vote of acclamation.

I. PUBLIC HEARING

A. Wintergreen Master Plan Amendment (Resolution R2024-84)

Consideration of a request for County approval to amend a portion of Wintergreen's Master Plan. The subject property is located at Tax Map Parcel #11-A-2G and is currently designated for residential development (Grassy Ridge I and II). The owner is proposing to place a portion (355.451 acres) of the property into an open space conservation easement. The subject properties are owned by Wintergreen Partners, Inc. a Virginia Corporation.

Ms. Bishop stated that the Planning and Zoning Department received a request from Taylor Cole with Conservation Partners to amend the Wintergreen Master Plan to allow a conservation easement on a portion of property in Wintergreen, which is currently designated for residential and mixed-use development. She said that Virginia Code requires the governing body to advertise for adoption of any planned ordinance or amendment thereof, hence the public hearing that evening. She stated that WPOA Executive Director Jay Roberts indicated that WPOA was in support of the conservation easement but they did require holding back approximately 40 acres that would be prime for development, so the acreage of the proposed easement was about 355 acres. She said that Mr. Cole with Conservation Partners was present at the meeting, as well as Jay Roberts with WPOA, if there were any questions regarding the request.

Mr. Parr opened the public hearing. There being no speakers, the public hearing was closed.

Mr. Reed stated that the only comment he had, besides the fact that he was a huge supporter of conservation easements, was that doing one at Grassy Ridge was absolutely great. He said he had spoken with Doug Coleman regarding the subject some months ago, when the plan was still in its early stages, and Mr. Coleman certainly spoke in favor for getting it done. He said Mr. Coleman has had his eye on that area for quite some time and was very happy then to see that it might be going forward. Mr. Reed indicated that he was also happy to see the conservation easement going forward.

Mr. Parr thanked staff for their work on this and said he would entertain a motion for R2024-84.

Mr. Reed moved to approve **Resolution R2024-84** Approval of the Wintergreen Master Plan.

Mr. Rutherford seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (3-0) by roll call vote and the following resolution was adopted:

RESOLUTION R2024-84
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF WINTERGREEN MASTER PLAN AMENDMENT

December 18, 2024

WHEREAS, Wintergreen Partners, Incorporated wishes to amend a portion of Wintergreen's Master Plan such that 355.451 acres of property located at Tax Map Parcel #11-A-2G, currently designated for Residential Development (Grassy Ridge I -221.90 acres and Grassy Ridge II – 133.551 acres) would be placed into an open space Conservation Easement; and

WHEREAS, pursuant to the Nelson County Zoning Ordinance, Article 7 – Residential Planned Community District RPC, §7-2-3 of the Code of Nelson County, the Wintergreen Master Plan having last been amended on December 14, 2004, may not be altered without approval of the Nelson County Board of Supervisors; and

WHEREAS, pursuant to §15.2-2204 of the Code of Virginia 1950 as amended, a notice of public hearing was duly advertised and the public hearing held by the Board of Supervisors on December 18, 2024;

NOW THEREFORE BE IT RESOLVED, the Nelson County Board of Supervisors finds that the request for an amendment to the Wintergreen Master Plan complies with Chapter 6 – Protecting Valuable Resources, of the Nelson County Comprehensive Plan adopted on April 9, 2024, and the requirements of Article 7 – Residential Planned Community District RPC, of the Nelson County Zoning Ordinance; and

BE IT FURTHER RESOLVED, the Nelson County Board of Supervisors finds that the request is also in alignment with the Board's established priority of Preserving Rural Character and Heritage by protecting natural and cultural resources through protecting 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; and

BE IT FINALLY RESOLVED, that the Nelson County Board of Supervisors hereby approves amending the Wintergreen Master Plan, revised December 14, 2004, to show 355.451 acres of the area identified as Tax Map Parcel #11-A-2G (Grassy Ridge I and II), formerly designated for Residential Development as an open space Conservation Easement.

Mr. Parr asked if there was any other business for the Board to discuss.

Mr. Rutherford asked staff if they had a connection with AEP, as he would like to see about coordinating with some of the businesses about putting some lights at the Courthouse and down towards Front Street. Ms. Spivey indicated that staff had a contact person at AEP that they could reach out to.

The Board had no other business to discuss.

V. ADJOURNMENT

Mr. Parr adjourned the Board meeting at 5:36 p.m.

April 8, 2025

Virginia:

AT A REGULAR MEETING of the Nelson County Board of Supervisors at 2:00 p.m. in the General District Courtroom located on the third floor of the Nelson County Courthouse, in Lovingson, 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 L. Ligon, South District Supervisor
Candice W. McGarry, County Administrator
Amanda B. Spivey, Administrative Assistant/Deputy Clerk
Grace E. Mawyer, Director of Finance and Human Resources
Dylan M. Bishop, Director of Planning and Zoning

Absent: Thomas D. Harvey, North District Supervisor

I. CALL TO ORDER

Mr. Reed called the meeting to order at 2:00 p.m. with four (4) Supervisors present to establish a quorum. Mr. Harvey was absent.

- A. Moment of Silence – Attendees observed a moment of silence.
- B. Pledge of Allegiance – Mr. Rutherford led in the Pledge of Allegiance.

II. PUBLIC COMMENTS

Erin Harris- Virginia Cooperative Extension

Ms. Harris stated that she was the 4-H agent for the County and for Virginia Cooperative Extension and also serving in the role of unit coordinator. Ms. Harris said she was present to introduce Kim Bryant, who had some notes she would like to share.

Kim Bryant – Virginia Cooperative Extension

Ms. Bryant said that she was the Associate Extension agent for Nelson County, having started in November. She said that new extension agents in Virginia are encouraged to take time to learn—and since November, she has attended a new agent orientation in Virginia Tech, the Virginia Cooperative Extension Winter Conference, the Virginia Farm to Table Conference, the Mid-Atlantic Fruit Grower Convention in Hershey, Pennsylvania, and a new agent onboarding session. Ms. Bryant reported that they had hosted fruit school for 28 Southern Virginia fruit growers as well as a grape disease management workshop for 12 growers. Ms. Bryant mentioned that she taught a propagation class for Master Gardeners of Nelson County and their training class of 12. She said that she hosted her first orchard meeting at Carter Mountain Orchard for a group of 33 and she recently completed the Virginia Master Cattleman Program.

Ms. Bryant stated that to improve communication within the community, they began sending out their monthly newsletter in January by email and they began building an address list to physically mail information, as well as using social media. Ms. Bryant said they are now reaching more than 800 people on their mailing list. She said they planted vegetables at the Extension Center to showcase container gardening, and she invited everyone to visit. Ms. Bryant said this is another way they can reach out to everyone with whatever space they have available, indoors or outdoors. She said that they are also currently working with the Nelson Amherst Beef Producers, the Nelson Beekeepers, the Gladstone Community Center, the Blue Ridge Medical Center, and 4-H and FFA. She noted that she had a great team with Erin Harris and Cindy MacRae. Ms. Bryant thanked everyone for their continued support of Virginia Cooperative Extension.

Stephen Bayne - Nellysford, VA

Mr. Bayne stated that the resolution to establish the 2025 tax rates was included in today's agenda and packet. He suggested that this was premature and inconsistent with the FY25-26 budget next steps. He said that the public hearing for the FY25-26 budget was currently planned for the meeting on May 13th, and the Board may make budgetary changes after the public hearing and the public sentiment expressed during that meeting. Mr. Bayne stated that such changes may include a reduction in expenditure that may in turn provide the opportunity to reduce the real estate tax rate from 65 cents. He stated that if the resolution to establish 2025 tax rates occurred today, that would unnecessarily restrict and limit the Board's options and actions, particularly after hearing from County residents on May 13th. Mr. Bayne stated that the

resolution to establish 2025 tax rates should instead occur after the public hearing so that the Board may first hear fully from County residents.

Edith Napier - Arrington, VA

Ms. Napier said she remembered being at the hearing when the original permit was granted to build a warehouse for storing vehicles of military personnel traveling overseas. Ms. Napier said the Board was told that the property was right in the middle of a community. She said that during the public hearing for the original permit that it had been stated that the storage buildings would not adversely affect the community because the cars would be stored inside the building. She said there were two African-American churches in close proximity to the property and she urged respect for the community and places of worship. Ms. Napier stated that nobody mentioned anything to her church regarding the current permit application. She said the community should be respected, and she had predicted this day would come when someone would want to change the use of the property. Ms. Napier said that the proposed special events, public establishments, and sale of alcohol would have a negative impact on the community. She urged the Board to consider the community and asked them to reject the application or give time for community consultation. She said that if it were next door to their church, they would not want it to happen. Ms. Napier stated that one neighbor with a severe heart condition could be adversely affected. She asked for the Board to respect the community and not approve the special permit.

There were no others wishing to speak and the Public Comments period was closed.

III. CONSENT AGENDA

Mr. Reed noted that the Board would be reading some of the resolutions and proclamations on the Consent Agenda aloud. Mr. Parr read **Resolution R2025-23** Public Safety Telecommunicators Week aloud and members of Dispatch were recognized by Mr. Reed. Dr. Ligon read **Resolution R2025-24** Animal Care and Control Appreciation Week aloud. Mr. Reed recognized the Animal Control officers present. Dr. Ligon noted that Kevin Wright was recognized as Animal Control Officer of the Year. Mr. Reed read aloud **Resolution R2025-25** April is Fair Housing Month. Mr. Parr acknowledged that not all members of Animal Control and Dispatch could be present due to being on call. He thanked them all for the work they do. Mr. Parr then read aloud **Resolution R2025-26** April is Child Abuse Prevention Month. Mr. Rutherford read aloud **Proclamation P2025-02** Month of the Military Child.

Mr. Parr moved to approve the Consent Agenda as presented. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion by vote of acclamation and the following resolutions and proclamations were adopted:

A. Resolution – R2025-19 Minutes for Approval

RESOLUTION R2025-19
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF MINUTES
(October 8, 2024)

RESOLVED, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **October 8, 2024** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

B. Resolution – R2025-20 FY25 Budget Amendment

RESOLUTION R2025-20
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET
April 8, 2025

I. Appropriation of Funds (General Fund)			
	<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$	2,795.00	3-100-001901-0032	4-100-031020-3038
\$	1,838.43	3-100-003303-0107	4-100-031020-1013
\$	53.74	3-100-001901-0033	4-100-031020-3039
\$	31,319.76	3-100-002404-0048	4-100-032030-3016
\$	31,319.76	3-100-002404-0048	4-100-032030-3016
\$	67,326.69		
II. Transfer of Funds (General Fund Departmental)			
	<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$	5,430.45	4-100-022010-1001	4-100-022010-5401
\$	5,430.45		
III. Transfer of Funds (General Fund Recurring Contingency)			
	<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$	31,500.00	4-100-999000-9901	4-100-013010-1010
\$	2,410.00	4-100-999000-9901	4-100-013010-2001
\$	250.00	4-100-999000-9901	4-100-013010-3007
\$	3,500.00	4-100-999000-9901	4-100-013010-5201
\$	8,000.00	4-100-999000-9901	4-100-013010-5401
\$	5,000.00	4-100-999000-9901	4-100-013010-5413
\$	1,400.00	4-100-999000-9901	4-100-013010-5501
\$	320.00	4-100-999000-9901	4-100-013010-5503
\$	3,000.00	4-100-999000-9901	4-100-013020-1002
\$	230.00	4-100-999000-9901	4-100-013020-2001
\$	250.00	4-100-999000-9901	4-100-013020-3007
\$	150.00	4-100-999000-9901	4-100-013020-5201
\$	200.00	4-100-999000-9901	4-100-013020-5401
\$	75.00	4-100-999000-9901	4-100-013020-5503
\$	56,285.00		

C. Resolution – R2025-21 Establishment of 2025 Tax Rates

RESOLUTION R2025-21
NELSON COUNTY BOARD OF SUPERVISORS
ESTABLISHMENT OF 2025 TAX RATES

RESOLVED, by the Nelson County Board of Supervisors, pursuant to and in accordance with Section 58.1-3001 of the Code of Virginia, 1950, that the tax rate of levy applicable to all property subject to local taxation, inclusive of public service corporation property, shall remain effective until otherwise re-established by said Board of Supervisors and is levied per \$100 of assessed value as follows:

Real Property Tax	\$0.65
Tangible Personal Property	\$2.79
Machinery & Tools Tax	\$1.25
Manufactured Home (Mobile Home) Tax	\$0.65

D. Resolution – R2025-22 Tax Refund

RESOLUTION R2025-22
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF PROPERTY TAX REFUNDS

RESOLVED, by the Nelson County Board of Supervisors that the following refunds, as certified by the Nelson County Commissioner of Revenue and County Attorney pursuant to §58.1-3219.5 of the Code of Virginia, be and hereby are approved for payment.

<u>Amount</u>	<u>Tax Category</u>	<u>Payee</u>
\$7,000.50	Real Property	Thomas E. Rutenberg 90 Club Highland Nellysford, VA 22958

E. Resolution – R2025-23 Public Safety Telecommunicators Week

RESOLUTION R2025-23
NELSON COUNTY BOARD OF SUPERVISORS
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 13-19, 2025

WHEREAS, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our first responders is dependent upon the quality and accuracy of information obtained from citizens who telephone into the Nelson County Emergency Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our deputies and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW THEREFORE BE IT RESOLVED, that the Nelson County Board of Supervisors declares the week of April 13-19, 2025 as National Public Safety Telecommunicators Week in Nelson County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

F. Resolution – R2025-24 Animal Care and Control Appreciation Week

RESOLUTION R2025-24
NELSON COUNTY BOARD OF SUPERVISORS
ANIMAL CARE AND CONTROL APPRECIATION WEEK

WHEREAS, the National Animal Care & Control Association (NACA) is committed to setting the standard of professionalism in animal welfare and public safety through training, networking, and advocacy; and

WHEREAS, animal care and control professionals dedicate their lives to the health and safety of at-risk and helpless animals; and

WHEREAS, animal care and control professionals work to rescue and protect animals from injury, disease, abuse, and starvation; and

WHEREAS, NACA has designated the second full week of April as Animal Care and Control Officer Appreciation Week; and

April 8, 2025

WHEREAS, federal, state, and local government officials throughout the nation take this time to recognize, thank, and commend all animal care and control professionals for the dedicated services they perform and for fulfilling the commitment to providing the highest and most efficient level of customer service;

NOW, THEREFORE BE IT RESOLVED, that the Nelson County Board of Supervisors does hereby recognize April 13-19, 2025, as **ANIMAL CARE AND CONTROL APPRECIATION WEEK** in Nelson County, and we call this observance to the attention of our citizens.

G. Resolution – R2025-25 April is Fair Housing Month

**RESOLUTION R2025-25
NELSON COUNTY BOARD OF SUPERVISORS
APRIL 2025 IS FAIR HOUSING MONTH**

WHEREAS, April is Fair Housing Month and marks the 57th anniversary of the passage of the federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988); and

WHEREAS, the Fair Housing Act provides that no person shall be subjected to discrimination because of race, color, national origin, religion, sex, disability, or familial status in the rental, sale, financing or advertising of housing) and the Virginia Fair Housing Law also prohibits housing discrimination based on elderliness); and

WHEREAS, the Fair Housing Act supports equal housing opportunity throughout the United States; and

WHEREAS, fair housing creates healthy communities and housing discrimination harms us all;

NOW THEREFORE BE IT RESOLVED, that the Nelson County Board of Supervisors supports equal housing opportunity and seeks to affirmatively further fair housing not only during Fair Housing Month in April, but throughout the year.

H. Resolution – R2025-26 April is Child Abuse Prevention Month

**RESOLUTION R2025-26
NELSON COUNTY BOARD OF SUPERVISORS
APRIL IS CHILD ABUSE PREVENTION MONTH**

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among families, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

NOW THEREFORE BE IT RESOLVED, that the Nelson County Board of Supervisors do hereby recognize April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and neglect and strengthening the communities in which we live.

I. Proclamation – P2025-02 Month of the Military Child

**PROCLAMATION P2025-02
NELSON COUNTY BOARD OF SUPERVISORS
APRIL 2025 IS THE MONTH OF THE MILITARY CHILD**

April 8, 2025

WHEREAS, the Department of Defense has consistently acknowledged the vital role of military children and youth; and

WHEREAS, the resilient young individuals demonstrate unwavering commitment, adaptability, and courage in the face of unique challenges; and

WHEREAS, military children contribute significantly to the strength and resilience of our military families and communities; and

WHEREAS, their sacrifices often go unnoticed, yet they play an essential role in supporting the military's mission; and

WHEREAS, the Month of the Military Child provides an opportunity to celebrate their achievements, honor their past, cherish the present, and shape a brighter future; and

THEREFORE, let it be known that we recognize and appreciate the contributions of military children and youth, and we commit to providing them with quality care and positive youth development, and

BE IT RESOLVED, that the Nelson County Board of Supervisors does hereby proclaim April 2025 as the Month of the Military Child.

IV. PRESENTATIONS

A. VDOT Report

Robert Brown of VDOT, reported that they were making progress with their emergency pipe repair on 151. Mr. Brown said they started a few weeks ago and had about 100 feet of new pipe under the road. He stated that hopefully they would finish up in a couple of weeks. He said they had also just started an emergency slope repair on 151 just past Bland Wade. He explained that VDOT had to do a lot of preliminary work done to the point their contractor could come in there and start some soil nailing work. Mr. Brown said they also repaired a pipe on Route 778 at a private entrance. He reported that they had pretty much finished up most of the debris from the ice storm. He noted that there was a fair amount of debris on the southeast side of the County, but most of that had been addressed. He stated that they were working on some drainage issues in Gladstone on Route 656 to fix a drainage problem under the road. Mr. Brown reported that they did plan on doing a litter pickup on May 1st for their primary routes. He stated they are busy patching potholes on 29, and he hoped they could do some other pavement work because the roads took a beating due to the cold weather.

Supervisors then discussed the following VDOT issues:

Mr. Rutherford:

Mr. Rutherford had no VDOT issues to discuss.

Dr. Ligon:

Dr. Ligon mentioned that coming off of Oak Ridge Road onto Route 29, every morning she sees five (5) or six (6) drivers dropping down into a pothole in the median when they are going to the crossover into the left lane and heading southbound. She said while drivers technically should not be right there, they are dropping off the pavement and flinging gravel.

Mr. Parr:

Mr. Parr thanked Mr. Brown for the work VDOT had done on the private entrance on Lowesville Road, as that seemed to resolve the issue there.

Mr. Reed:

Mr. Reed had no VDOT issues to discuss.

B. Social Services Building Final Design – PMA Architecture

Jeff Stodghill of PMA Architecture was present to provide an update on the Social Services building.

Mr. Stodghill reported that the drawings were complete for the building and the site at this point. He stated they were working on pulling specifications together. He said originally, they had hoped to be before the Board this month asking for authorization to bid the project, but they still had not received comments from VDOT, and as of yesterday, they had just received comments from DEQ. Mr. Stodghill explained that they needed to get through those comments to ensure there was nothing else required in the project. He said he felt pretty confident in talking to the civil engineer today, that they would be at a point by the end of the month where they would have those comments back, and they did not anticipate anything significant being added to the project.

Mr. Stodghill said that currently, VDOT had asked for a sidewalk along Main Street and that had been integrated into the project. He stated that it was being worked out, and by the end of the month, they would have it together. He said they were expecting comments from the County site plan review and building plan review this week, and those elements should come together. Mr. Stodghill stated that next month, they would be requesting authorization to bid, and they would also have a date to issue the drawings. He said they are getting very close to being able to move into the pricing and get the project under construction. He stated he had provided an update of the budget, saying that the last time he was there in October and presented the budget, their own internal budgeting showed the project appeared to be on budget.

Mr. Stodghill said in November, they had an independent cost estimate done that showed they were still within that budget. He stated that between November and now, they rearranged some elements in that budget, added a contingency for escalation, and included some elements for window treatments and additional testing necessary during construction. He said the bottom line was that they were still within the budget, despite the uncertainty during bidding. Mr. Stodghill stated there was a lot of bad news circulating, but he said the good news was that last week, PMA had a project bid with the Department of Conservation and Recreation, and it came in right on their numbers. He said they have had good success recently in seeing these estimates perform within predictions, and there should be good interest in this project.

Mr. Rutherford asked if any builder with a commercial designation was allowed to bid the project, or if there were further requirements.

Mr. Stodghill responded that it was really the County's policies, and as long as they were a Class A contractor and could meet the bonding, there were two (2) things that would be required of performance and payment bonds if the contract was awarded, and typically a bid bond was requested. He said that usually means that contractors are able to bid and bond a project. He said that was typically 5 percent requiring a letter of credit, or a bid bond. He said it was a publicly advertised bid, it would be open to anybody, and he encouraged the Supervisors to have constituents look for the bid advertisement. Ms. McGarry stated that part of the bid package would include asking for qualification statements, references, and listings of projects that they had completed.

Mr. Rutherford said they typically found themselves caught with the same three (3) contractors—Jamerson-Lewis, English, or Blair Construction. He said it would be nice to diversify it as best they could, but he also understood that requirements were sometimes a limiting factor.

Mr. Stodghill stated that the project was big enough to get good interest, but not too big to scare off contractors from Lynchburg, Charlottesville, or even Roanoke.

Mr. Reed commented that the addition of a sidewalk was a good addition and he liked the fact they still had some contingency to play with.

C. Move Safely Blue Ridge – Draft Comprehensive Safety Action Plan (R2025-29)

Dylan Bishop, Director of Planning and Zoning, reported that the Thomas Jefferson Planning District Commission (TJPDC) received federal grant funds from the Safe Streets for All (SS4A) program to develop a regional safety action plan. She noted that the Board of Supervisors adopted a resolution in February of 2024, and the TJPDC along with the consultant Kimley-Horn established a working group with County staff and the other localities in the region to develop the Move Safely Blue Ridge Regional Safety Action Plan. She noted that they were present to report on the process.

Mr. Gorjan Gjorgjevski addressed the Board and stated that he was a regional planner at TJPDC and was there to present the draft safety action plan which was developed with the assistance of all of their project partners. He also requested that the Board adopt the plan should it align with their expectations. Mr. Gjorgjevski stated that his discussion would include the background of the Safe Streets for All program, Nelson County's leadership commitment, the planning process, the emphasis areas in the high-injury network, public engagement, proposed solutions, and next steps. He said that Move Safely Blue Ridge was the region's plan to reduce road fatalities and serious injuries for all road users, no matter their mode of transportation.

Mr. Gjorgjievski said the bipartisan infrastructure law passed in 2021 established the SS4A program, which was a federal program that supports the United States Department of Transportation National Roadway Safety Strategy with its goal of zero fatalities by 2050 using a safe system approach. He stated that the regional plan covers counties within the Thomas Jefferson Planning District, including Albemarle, Fluvanna, Greene, Louisa, and Nelson, as well as the City of Charlottesville. Mr. Gjorgjievski said the region's plan was focused specifically for the jurisdiction so it also could be classified as a super local plan.

Mr. Gjorgjievski stated that from 2018 to 2022, during which 173 people were killed on the County's roadways. He said Nelson County recognized this and adopted a resolution on February 13, 2024 to reduce the total number of fatalities and serious injuries by half by 2045. He said the Board's leadership choice was a key step toward fulfilling the goal because adoption of the plan would position Nelson County to be able to apply for implementation funding in future SS4A rounds and other funding.

Mr. Gjorgjievski stated that the planning process for the project was established by the Thomas Jefferson Planning District Commission and partners, including working group members and VDOT. He said the working group members were specifically identified for this project as jurisdictional staff. Mr. Gjorgjievski thanked Amanda Spivey, Ms. Bishop, and VDOT, including Rick Youngblood and Carson Eckhardt, for their valuable input. He said the planning process was divided into four (4) key components and three (3) rounds of public engagement, serving as a foundation for development of the final comprehensive safety action plan.

Mr. Gjorgjievski said the crash data from 2018 to 2022 was structured around 13 identified emphasis areas, which were the key factors that contributed to fatalities and serious injuries in the region. He stated that these emphasis areas corresponded with each other, meaning that if someone was driving under the influence, was not wearing a seatbelt, and had a roadway departure, they would be classified in all three (3) emphasis areas. He said that the project team used the emphasis areas to inform decisions on needs and potential solutions for the project. He stated that the project team developed the high-injury network methodology, which showed the highest concentration of crashes on the County's roadway network. He said that from 2018 to 2022, 75% of the fatal, serious, and minor injury crashes occurred on just 7% of the County's roadways. Mr. Gjorgjievski stated that three rounds of public engagement were crucial in the development of the plan.

He said in round one, they identified the region's values, issues, and opportunities, and in round two, they engaged on strategies and collaborated with partners. Mr. Gjorgjievski stated that round three was the current round, which was focused on the development and review of the draft comprehensive safety action plan. He reported that during round 1, they kicked off the project with a Regional Safety Summit, which had staff from all participating jurisdiction present, as well as police, emergency services and other partners. He said public engagement in Nelson County included key locations such as the Nelson County Food Pantry and the Lovingson Farmer's Market, as well as a public meeting at the Nelson Center. Mr. Gjorgjievski said round two involved asking the public about solutions that would have the most impact on transportation safety. He thanked the Nelson County Sheriff's Department, the First Responders Team, and the Unity and Community Ministry for allowing them to attend their meetings and gain feedback. Mr. Gjorgjievski stated that they also hosted a roundtable discussion with the Virginia Farm Bureau, discussing transportation safety for farm vehicles. Mr. Gjorgjievski said topics included potential solutions, issues, and opportunities for improvement.

Mr. Gjorgjievski stated that the potential solutions for the project would not have been able to be recommended without the help of County staff and VDOT. He thanked their partners for thoroughly reviewing the details of these solutions. Mr. Gjorgjievski said that none of the projects would conflict with VDOT's work, rather they would support it. He stated that the first recommended solutions were spot-specific improvements. He reported that there are five (5) spot improvements, with more detail in the Comprehensive Safety Action Plan document.

Project ID	Location	Countermeasure
N-1	US 29 & Tye Brook Rd	<ul style="list-style-type: none">Construct RCUT
N-2	Route 151 & Lowesville Rd	<ul style="list-style-type: none">Improve advance warning on Lowesville RdImprove sight distance by clearing trees
N-3	US 29 in Colleen	<ul style="list-style-type: none">Improve pavement markings in the crossoversConduct a speed study to create a reduced speed limit zoneExtend turn lane onto Colleen RdReplace TWLTL with physical median
N-4	US 29 through Lovington	<ul style="list-style-type: none">Close crossover at Main StConstruct RCUT at Northside LnConduct a speed study to extend the reduced speed limit zone and include curb and gutter
N-5	US 29 & Route 6	<ul style="list-style-type: none">Offset left-turn lane off US 29 northbound to provide better sight distanceConstruct RCUTConsider Tidbit Trail as an alternative route for turning movementsConduct a speed study to reduce speed limits on US 29

He said that on US-29 and Tye Brook Road, the potential solution was to construct a restricted-crossing U-turn, and on Route 151 and Lowesville Road, improve the warning on Lowesville Road, and enhance the sight distance by clearing vegetation. Mr. Gjorgjievski stated that on US-29 in Colleen, the improvements included better pavement markings on the crossovers, conducting a speed study to create reduced speed limit zones, extending the turn lane onto Colleen Road, and replacing the two-way left turn lane with a physical median.

Mr. Gjorgjievski stated that on US-29 through Lovington, the solutions included closing the crossover at Main Street, constructing a restricted-crossing U-turn (RCUT) at Northside Lane, conducting a speed study to extend the reduced speed limit zone, and include curb and gutter enhancements. Mr. Gjorgjievski said that the improvement on US-29 on Route 6 involved offsetting the left turn lane of US-29 Northbound to provide better sight distance, constructing a restricted-crossing U-turn, considering Tidbit Trail as an alternative route for turning movements, and conducting a speed study for reduced speed limits.

Mr. Reed asked if there were any considerations for the 151 corridor, as all those presented so far were along the Route 29 corridor. Mr. Gjorgjievski confirmed that there were none in the Afton and Nellysford area of 151.

Mr. Rutherford said there were issues with pedestrians crossing 29, and he did not want to see them close the crossover from Main Street, because there were a lot of individuals who used that for commerce every day to access 56, as opposed to going to the stoplight and coming in that direction. He said he was not necessarily sold on the first two improvements presented under N-4 and asked if this essentially translated into going to Smart Scale. Mr. Gjorgjievski responded yes, but indicated that the main goal of the Draft Comprehensive Safety Action Plan, once adopted, was to enable Nelson County to apply for implementation funding in future rounds of the Safe Streets and Roads (SS4A) program.

Mr. Rutherford said he had no problem addressing the Main Street scenario and further down near the stoplight. He said that he would like to visit those two particular solutions as ideas, because as the Board has interacted with VDOT for Smart Scale, they had looked at the RCUT concept, and there was not really one that was that feasible. He said he would much rather focus on the entrance at the stoplight more so than the Northside entrance, and focus on the pedestrian traffic coming from the apartments into Lovington.

Mr. Gjorgjievski assured the Board that he was here to present the plan but also to receive their input.

Mr. Rutherford said he has an office on Tidbit Trail, and he had often said that figuring out how to send northbound traffic to Tidbit and go that direction would definitely be a safer move. He added that he was not sure how that math translated and the traffic counts and so forth, but he was not necessarily against that, because people trying to make a left at that intersection was a tough thing.

Mr. Parr noted N-5 and the suggested RCUT. He asked if there was already an RCUT at 29 and 6 that was cut from the plans. Ms. McGarry and Mr. Rutherford confirmed that there had been. Mr. Rutherford said the Board had voted on it and then VDOT nixed it. Ms. McGarry indicated that VDOT had determined it wasn't feasible.

Mr. Parr asked if VDOT was involved in this plan. Mr. Gjorgjievski confirmed that VDOT had been part of the draft comprehensive safety action plan.

Mr. Rutherford said he had not heard them say they wanted to shut down the Main Street intersection yet. Dr. Ligon noted that the fire department was located across 29 from the Main Street entrance and they did not want to slow them down from being able to respond to calls.

Mr. Rutherford stated that he was very interested in seeing how they could utilize the plan in cooperation with VDOT, and he wanted like to address those first two bullets on N-4 more specifically. He added that he was not sold on closing the crossover at Main Street or constructing the RCUT at Northside. He acknowledged that he did get some complaints from people who are concerned they are going to get rear-ended with traffic coming in. He commented that he did not know how they could amend the plan other than just saying they wanted to amend it. Mr. Gjorgjievski said they could definitely revisit it.

Mr. Gjorgjievski reported that the project team also looked at systemic improvements for the entire roadway network in the County. He stated that edge-line treatment and installing center-line rumble strips were included to deter distracted driving and roadway departures. He said they planned to install advanced warning signs and pavement markings at intersections to improve driver awareness.

Mr. Gjorgjievski stated that the team examined policies and programs which were non-engineering solutions. He said red-light cameras at intersections, high-visibility saturation for law enforcement to control impaired driving, and FarmZone educational campaigns were key solutions. He explained that adopting this plan would help Nelson County apply for future funding sources such as the Safe Streets and Roads for All Implementation funding, Smart Scale, the Highway Safety Improvement Program, and Revenue Sharing.

Mr. Gjorgjievski said the team planned annual updates on crash data on the Move Safely Blue Ridge website to further align with current safety transportation trends and further refine their strategies. He stated that these processes and policies guided by the comprehensive safety action plan, the project aimed to create a safer and more efficient transportation network in Nelson County and the region.

Mr. Reed commented that he was looking at the areas of high-crash segments indicated on Page 21, specifically the one on 151/Lowesville. He noted that other segments from that page did not make the cut for some reason. Mr. Reed stated that traffic safety along the 151 corridor in his district was one of the highest priorities of the community he represented, and particularly for the North District in the County. He asked what the best way to interact would be if they had things they wanted revisited, considered, or commented on to be included in the report.

Mr. Gjorgjievski responded that they could reach out to him by email, and he confirmed that the final plan must be adopted by all jurisdictions by June 30, 2025. He added that the sooner they could provide feedback, the better, and his team would appreciate a comprehensive view of the entire plan but mainly, a review of the specific projects mentioned. He explained that the projects included in the safety action plan would be available to be funded in future rounds.

V. NEW & UNFINISHED BUSINESS

A. Authorization for Public Hearing on FY26 Budget (R2025-27)

Grace Mawyer, Director of Finance, presented the authorization for public hearing of the FY25-26 budget.

Ms. Mawyer noted State Code Authorization Title 15.2, Sections 2503 and 2506.

Ms. Mawyer stated that the proposed tax rates for 2025 are not changed from the 2024 rates, and all tax rates were levied per \$100 of assessed value:

- For real estate, the proposed tax rate is 65 cents.
- For mobile and manufactured homes, the proposed tax rate is 65 cents.
- The personal property tax rate is proposed at \$2.79.
- The proposed machinery and tools tax rate is \$1.25.

Ms. Mawyer presented the FY26 budget summary by fund:

- General Fund – \$51,088,536.
- Debt Service Fund – \$6,784,074.
- Capital Fund (including the DSS building project) – \$8,932,180.
- Broadband Fund – \$273,638.
- Piney River Water and Sewer Fund – \$513,033.
- School Fund - \$33,879,480.

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- School Capital Fund (High School Project) - \$22,065,327.
- School Cafeteria Fund - \$391,628.
- School Textbook Fund - \$556,868.
- VPA Fund (DSS Operating funds) - \$2,111,235.

Ms. Mawyer state that the total budget amount is \$126,595,999.

She stated that their next steps for this meeting would be to adopt the proposed Resolution R2025-27, authorizing a public hearing on the budget to be held on May 13th at 7 p.m. She said that on April 24, 2025 and May 1, 2025, the FY25-26 detailed public hearing notice would be given in accordance with State Code 15.2-2506. She indicated that on May 13, 2025, during their regular meeting, there would be a detailed staff presentation on the budget, followed by a public hearing starting at 7 p.m. She noted that on June 10, 2025, during the regular meeting, the Board would consider adoption and appropriation of the FY25-26 budget via resolution.

Ms. Mawyer reported that the Board may make budgetary changes between the budget public hearing and budget adoption and appropriation, and the public would receive notice of any additional work sessions that are scheduled. Mr. Reed confirmed that the purpose of the resolution was to schedule the public hearing and be able to hear back from the public about the draft budget so far.

Dr. Ligon moved to approve **Resolution R2025-27** and Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote, and the following resolution was adopted:

RESOLUTION R2025-27
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR PUBLIC HEARING ON FY26 BUDGET

BE IT RESOLVED, by the Nelson County Board of Supervisors, that pursuant to §15.2-2503, and §15.2-2506 of the Code of Virginia 1950 as amended that a public hearing on the FY26 Budget is hereby authorized to be held on Tuesday, May 13, 2025 at 7:00 PM in the General District Courtroom of the Courthouse in Lovingson, Virginia.

B. Establishment of 2025 Personal Property Tax Relief (R2025-28)

Ms. McGarry reported that the presentation involved the establishment of the 2025 personal property tax relief, which was the percentage tax rate discount on personal property. She indicated that they must do this by state code, and the authorization for that is Section 58.1-3524. Ms. McGarry noted that the code section also provided the history of the tax relief. She said for the tax year 2006 and thereafter, counties would be reimbursed by the state for providing the required tangible personal property tax relief as set forth in the code section.

Ms. McGarry explained that in 2006, \$950 million in tax relief was divvied up between the counties, cities, and towns in the Commonwealth based upon their pro rata share of their actual payments for tax year 2005, as compared to the actual payments to all counties, cities, and towns in 2005. She noted that this amount would be the same for each subsequent tax year. She said that at that time, the annual amount of tangible personal property tax relief provided to the County by the state was determined to be \$1,708,030.

Ms. McGarry said state code mandates that a tax relief rate for qualifying vehicles be annually established to receive this tax relief reimbursement from the state. She said that pursuant to that code section, proposed Resolution 2025-28, 2025 Personal Property Tax Relief, establishes the percentage reduction in rate used for distribution of the County's personal property tax relief amount of the \$1.7 million, and this would be for qualifying vehicles under the statute. She stated that the County's financial system used this percentage to calculate the amount of relief distributed, given the amount of current tax levied and the qualifying vehicles as categorized by the Commissioner of Revenue within the accounting system.

Ms. McGarry reported that in the 2024 tax year, the percentage relief was set at 43% to utilize available funding within the proposed FY25 budget to provide more relief. She said that for the tax year 2024, personal property tax relief percentage of 43% distributed approximately \$1,886,362, which was \$178,332 greater than the \$1.7 million in relief received from the state. She noted that \$1,736,216 of this was the initial distribution calculated, and then throughout the year they distributed \$150,146 through supplemental changes by the Commissioner of Revenue to the tax base through their monthly DMV downloads.

Ms. McGarry reported that for the 2025 tax year, staff was recommending a distribution percentage of 38%, to equal the \$1,708,030 received from the state. She said the 38% rate was expected to distribute \$1,155,050 at the beginning of 2025, and would allow for a distribution of \$152,980 throughout 2025 as supplemental changes to the tax base are made by the Commissioner.

Ms. McGarry presented several PPTRA distribution examples.

PPTRA Distribution Examples

% PPTRA Relief	\$ PPTRA Distribution 4-2-25 Book Edit - Feb DMV	\$ PPTRA Allowance for 2025 Adjustment	Anticipated Local Funds Utilized
2025 At 2024 Rate - 43%	\$1,755,994	≈\$150,146	\$198,110
2025 - 38%	\$1,555,050	\$152,980	\$0
2025 - 37%	\$1,515,122	\$192,908	\$0

** For 2025 each 1% of PPTRA relief distributes ≈\$40,000*

Ms. McGarry explained that the top box showed what percentage relief did in total. She stated that the first line in that box is what a distribution rate of, or discount rate of, 43% would look like. Ms. McGarry said this would distribute \$1,755,994 but would not provide any allowance for future distribution throughout the year. She said if they used \$150,146, which was what was distributed in 2024, extrapolating that to 2025, the anticipated local funds utilized would then be \$198,110. She said the second example showed the 2025 rate at 38%, with a distribution of \$1,555,050, and that would allow \$152,980 for distribution throughout the year with expected anticipated local funds of \$0 utilized.

Ms. McGarry said if they were to go to a 37% rate for 2025, they would distribute \$1,515,122 at the beginning of the year, and then that would allow for \$192,908 to be distributed throughout 2025 with no impact to local funding. She stated that for about each 1% of PPTRA relief distributed, that would be about \$40,000.

Ms. McGarry indicated that the bottom box showed the effective tax rate and minimum annual tax impact.

PPTRA Effective Tax Rates & Maximum Annual Tax Impact

% PPTRA Relief	Effective Tax Rate per \$100 Value - 2025 100% Rate = \$2.79	Effective Annual Tax on Maximum of 1 st \$20,000 in Value/\$Change
2024 Rate - 43%	57% - \$1.59	\$318
2025 - 38%	62% - \$1.73	\$346/\$28 (\$14/billing)
2025 - 37%	63% - \$1.76	\$352/\$34 (\$17/billing)

** Each 1% of PPTRA relief ≈ \$.03 in effective tax rate*

Ms. McGarry said for a 2024 rate of 43%, this was an effective tax rate of \$1.59, or 57% of the 100% rate of \$2.79. She stated that the effect on the annual tax of maximum of the first \$20,000 in value would be \$318. She said if the County went with a 38% discount rate in 2025, this would mean paying 62% or \$1.73 of the \$2.79, which would translate to an annual bill of \$346 or \$28 more in 2025 than in 2024. She stated that this is split between two tax billings for \$14 more per billing.

Ms. McGarry said the next example was the 37%, with a discount rate paying 63% of the \$2.79 for \$1.76, and then a bill would be \$35—or \$34 higher than in 2024 for \$17 split between two billing periods. She stated that each 1% of the PPTRA relief equals about a three-cent effective tax rate. Ms. McGarry said the distribution of PPTRA per state code 58.13-524 was as follows:

- Qualified vehicles with an assessed value of \$1,000 or less will be eligible for 100% tax relief.
- Qualified vehicles with an assessed value of \$1,001 to \$20,000 will be eligible for the 38%, recommended tax relief.

- Qualified vehicles with an assessed value of \$20,001 or more shall be eligible to receive the 38% tax relief only on the first \$20,000 of assessed value.

Ms. McGarry said all other vehicles which did not meet the definition of qualifying, such as those for business use vehicles, farm use vehicles, motorhomes, etc., would not be eligible for any form of tax relief under the program.

Ms. McGarry said the next steps would be to obtain any input from staff. She stated that staff would be recommending approval of Resolution 2025-28 that sets the 2025 percentage PPTRA relief at 38%. She noted that this percentage would be what the Commissioner of Revenue would use when generating the final 2025 personal property tax levy book. Ms. McGarry said should the Board approve a percentage PPTRA that appears to require local funding, staff would just need direction on the source of those funds.

Mr. Rutherford asked what the rate was in prior years, historically, other than last year's 43%.

Ms. McGarry responded that it has gone back and forth between 38% and 39%.

Mr. Rutherford asked if one percentage point was about \$40,000. Ms. McGarry confirmed that it was.

Mr. Rutherford asked what the typical level is for local funds to bridge the gap, as they had to utilize \$198,000 to bridge the gap.

Ms. McGarry confirmed that last year, it was \$1,886,362, which ended up needing a difference of \$178,332.

Dr. Ligon recalled that they had identified one-time funding last year to put toward the additional tax relief.

Mr. Parr moved to approve **Resolution R2025-28** as presented and Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote, and the following resolution was adopted:

**RESOLUTION R2025-28
NELSON COUNTY BOARD OF SUPERVISORS
2025 PERSONAL PROPERTY TAX RELIEF**

WHEREAS, the Personal Property Tax Relief Act of 1998, Va. Code § 58.1-3524 has been substantially modified by the enactment of Chapter 1 of the Acts of Assembly, 2004 Special Session I (Senate Bill 5005), and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly; and

WHEREAS, the Nelson County Board of Supervisors has adopted an Ordinance for Implementation of the Personal Property Tax Relief Act, Chapter 11, Article X, of the County Code of Nelson County, which specifies that the rate for allocation of relief among taxpayers be established annually by resolution as part of the adopted budget for the County.

NOW THEREFORE BE IT RESOLVED that the Nelson County Board of Supervisors does hereby authorize tax year 2025 personal property tax relief rates for qualifying vehicles as follows:

- Qualified vehicles with an assessed value of \$1,000 or less will be eligible for 100% tax relief;
- Qualified vehicles with an assessed value of \$1,001 to \$20,000 will be eligible for **38%** tax relief;
- Qualified vehicles with an assessed value of \$20,001 or more shall be eligible to receive **38%** tax relief only on the first \$20,000 of assessed value; and
- All other vehicles which do not meet the definition of "qualifying" (business use vehicle, farm use vehicle, motor homes, etc.) will not be eligible for any form of tax relief under this program.

BE IT FINALLY RESOLVED that the personal property tax relief rates for qualifying vehicles hereby established shall be effective January 1, 2025 through December 31, 2025.

C. Lovington Volunteer Fire Department Fireworks Funding Request

Ms. McGarry stated that the Lovington Volunteer Fire Department was requesting \$12,000 for the fireworks show on the 4th of July. She said the firework technician they intend to use was Mike Durbin with Francisco Display Fireworks (Virginia Skypainters). She said that they did not yet have an official quote finalized. She noted that the quote would include Mr. Durbin's time, the materials used and the insurance costs. She indicated that should the finalized quote come in less than \$12,000, the Committee and Chief agreed that any unused monies would be returned to the County. She said the display would be held at the

high school and would last about 20–25 minutes, and all necessary technical precautions would be taken. She said that due to school construction, they were still finalizing the viewing area.

Mr. Reed commented that it was a great community event, and it was good to have it back at the high school.

Mr. Daniel Johnson of Lovington Volunteer Fire Department was present. Mr. Johnson said that once they had nailed down the school's construction schedule, they would finalize details of viewing area location and other details, including a final total.

Mr. Rutherford moved to approve \$12,000 for the Fourth of July fireworks show held by the Lovington Volunteer Fire Department, with any remainder returned to the County. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

A. Reports

1. County Administrator's Report

1. **DSS Building Project** – Ms. McGarry said they had received an update on the DSS building project earlier in the meeting, and final site plan reviews were in process and nearing completion. Ms. McGarry said that due to the current pending status, the financing bid schedule would be modified but would still coincide with the key VRA summer pool bond financing dates. She presented a revised timeline:
 - May 1st is still the Virginia Resource Authority financing application due date.
 - On May 13th, Davenport will present the plan of finance with the VRA summer pool and the Board will be asked to authorize bidding on the project.
 - PMA will also present extensively on May 13th.
 - May 13th through June 30th is the project bid period for receiving and reviewing bids.
 - At their June 10 meeting, the Board will consider approval of the financing resolution and documents. Ms. McGarry said the documents set the maximum principal amount of borrowing, which will set the ceiling for the project. She stated the Board may need to consider the maximum principal amount of borrowing and have a cushion in place in the resolution.
 - The Board will be asked to approve the construction contract on July 8th.
 - The VRA bond sale is July 29th, and the tentative closing date is August 6th.
 - The high school renovation project key dates are April 22nd for the VPSA bond sale, April 24th for the bond document signing, and May 6th for the executed closing documents due to VPSA.
 - The tentative closing of bonds is May 13th.
2. **FY26 Budget** – Ms. McGarry noted that the FY26 budget public hearing authorization is set for 7 p.m. on May 13th, as recommended today.
3. **Regional Water Supply Planning** – Ms. McGarry, Supervisor Reed, and Service Authority Board Member Robert McSwain had attended the Regional Water Supply Planning kickoff meeting for the Middle James River II Regional Planning Unit (RPU), held in Altavista on March 24th. DEQ is offering grant funds of about \$8,800 per RPU to help RPUs get started in the planning process. CVPDC will apply for these funds on behalf of the RPU, which can be used for eligible purposes related to the planning process, such as conducting regional meetings or hiring a consultant to work on the plan. Subsequent discussions will be held with CVPDC regarding their leadership of the planning process, which will entail the CVPDC membership voting affirmatively for them to do so. Future funding for these plans is unknown and may ultimately be a local responsibility. Regional Water Supply Plans are due to be submitted to DEQ by October 10th, 2029. She noted that they were just getting started and would have more to report as this moves forward.
4. **Follow-up from CHA and Larkin Phase 1 Well Evaluation and Dillard Creek Flow Evaluation** – Ms. McGarry noted that Jeff Brantley met with CHA staff on-site this past Friday to evaluate access to the property and any potential tree removal that may be necessary for them to do the resistivity testing and ultimately provide for drill rig access to the identified and mapped testing sites. She indicated that Mr. Brantley had reported back and he did not think that outside tree removal help would be necessary and scheduling of the actual resistivity testing is to be determined.
5. **Piney River Phase II Pump Station** – Ms. McGarry reported that the pump station is currently down with the pump motors out for repair and pumping and hauling of the wastewater is being performed. She noted that the time frame for the motor repair is pending from the shop and Mr. Brantley said he may be able to temporarily bypass the pump station as a workaround until the pump station is back online.

The County is currently working to secure an engineer’s review of the new pump station specifications before placing that order. Along those lines, the County and Service Authority staff will be meeting later in the month to discuss the Piney River Phase II system, inclusive of the Phase II Pump Station replacement plans and plans for moving towards the Service Authority’s ownership of that system. This will include some preliminary discussion and review of near future rate adjustments for that system.

6. **Ambulance Transport Billing Status:**

A special thanks goes out to Deputy Chief Mike Riddle of NEMS for his work on this issue. NEMS staff have worked through the billing issues for the last year and they want me to emphasize through no fault of their own, and this is true, they did nothing to contribute to this issue, but they found approximately 760 transport reports that did not get billed.

- It was determined that when the NEMSIS guidelines changed last year, the filtering of reports also changed and excluded several reports that should have been billed. NEMSIS is the national organization that sets guidelines for collecting, storing, and sharing EMS data and maintains the national EMS database. So once this was determined, they were able to compare the billing reports from the billing company with what they had sent in to be billed from the EMS transport end.
- Reports that did not get billed last year were resubmitted and should now be in the process of being billed and collected. They will continue to review the reports from January and February of this year to ensure that those have in fact been billed as well. And from a revenue receipt standpoint, the collections are almost at expected year-to-date levels now, so that is being recovered.

Mr. Parr asked if staff had gotten any feedback on the billing system. Ms. McGarry noted that they usually only received feedback when something was not going well, and she had not gotten any feedback on the billing system. Dr. Ligon noted they had talked in a prior meeting about possibly shopping around and she asked if staff had done any price comparisons. Ms. McGarry indicated that staff had not done any checking on that.

7. **Investment of County Funds** – Ms. McGarry, Treasurer Hull, and Grace Mawyer had met with Davenport, the County’s financial advisors, and Atlantic Union Municipal Advisors (AUMA), a subsidiary of Atlantic Union Bank (AUB), to discuss their investment in asset management services. Both offer similar services based on cash flow analysis and current investment practices; however, the County currently has its commercial accounts with Atlantic Union Bank, which offers their investment asset management services in house and is able to provide some incentives, such as renegotiation of banking fees, restructuring and lengthening of current accounts to maximize interest earned, and interest rate incentive associated with account restructuring.

- Ms. McGarry reported that Ms. Hull was currently working with AUB and AUMA on this, and a presentation to the Board by the director of their fixed income unit for AUMA is being planned for possibly June or July. Revised reports include the current investment mix, which totals \$28,673,988 in several different investment accounts which are the Atlantic Union Bank operating account. She reported that \$1.2 million is non-interest bearing. She also noted that there was an Atlantic Union Bank sweep account, which is a money market account, with about \$9.1 million at an interest rate of 2%.
- Ms. McGarry noted that the Virginia local government investment pool accounts, or LGIP, had \$7.8 million earning 4.43% interest. She then reported that the VIP stable NAV liquidity pool, which was a similar tool as LGIP, had \$6.9 million at 4.45% interest earnings. She also indicated that there were multi-bank securities and a fixed income account, and noted that these were CDs that had different interest rates with about \$3.4 million in those, and those earnings rates ranged from 3% to 4%. She noted staff would come back to the Board with more information in June or July.

Current Investment Mix Totaling \$28,673,988

Investment Account	Amount	Interest Rates
Atlantic Union Bank Operating account	\$1,279,196	Non-interest Bearing
Atlantic Union Bank Sweep Account (Money Market)	\$9,139,985	2% interest rate
Virginia Local Government Investment Pool (LGIP)	\$7,836,655	4.43% interest rate
VIP Stable NAV Liquidity Pool	\$6,981,924	4.45% interest rate
Multi-Bank Securities, Inc. Fixed Income Account - these are CD’s that have different interest rates	\$3,436,228	Ranges from 3%-4%

Mr. Rutherford commented that with CHA and the well, he recalled in their prior discussions that other localities are being required to do a receptivity test before they start looking into water-related improvements. He said this was likely something they have to do, and they could send well drillers out to go find the water for a much better price.

Ms. McGarry responded that she thought they could, and any funding mechanism is going to require engineering.

8. **Wintergreen Fire Marshal** – Ms. McGarry said Mr. Rutherford had spoken with State Fire Marshal Billy Hux regarding Wintergreen’s request, and he is amenable to coming to a Board meeting to discuss this. Staff and Chief Sheets will coordinate a meeting in the next couple of months with Mr. Hux and then designate Board members prior to bringing this back for the Board's reconsideration. She noted that Mr. Reed had expressed in interest in this, and Mr. Rutherford would also like to be involved.
9. **Meals and Lodging Task Collection and Lodging Entity Tracking** – Ms. McGarry referenced the charts as attached for February and March. She said the number of lodging units is 826, up from 816 for March, based on the previous report. She said that Glen Yi, the County’s GIS specialist, is working on plotting all the registered STRs in the County and developing an interactive map, which should prove to be an excellent tool in the short-term rental ordinance conversation. She said as soon as that is fully developed, staff could release it to the Board for review and comment or any additional elements to add. She noted that the Board had received all the department and office reports from March to April.

Ms. McGarry concluded her report by echoing the Board's comments and congratulations to Mr. Wright for winning his Animal Control Officer of the Year Award, and she thanked the Animal Control department. She also commended the telecommunicators and dispatchers for their hard work and recognition.

The Board thanked Ms. McGarry for her report.

2. Board Reports

Mr. Parr:

Mr. Parr had nothing to report.

Dr. Ligon:

Dr. Ligon stated that at the recent Planning Commission meeting, they began addressing short-term rental ordinance changes. She also said that the Commission hoped the County would spend the extra \$2,500 on the 151 overlay district—in addition to the 29, Lovington, and R-3 overlay districts—as the Commission felt the 151 corridor was not well represented.

Mr. Reed stated that he had spoken with Ms. Bishop earlier that day, and she would be bringing a proposal forward for the 151 overlay district.

Mr. Rutherford:

Mr. Rutherford reported that he had a Planning District Commission meeting recently, and it was a brief one without a lot of activity. He stated that he and Mr. Reed had attended the Central Virginia Regional Housing Partnership conference recently, which was productive and well attended by regional localities. He said that there was a lot of good discussion as it relates to housing costs and high interest rates, and what this looks like in a rural context. He noted that the local study begins this month, so they should be getting some data over the next year. He also reported that in addition to the joint School Board meeting and their budget work sessions, he attended the Sheriff's Town Hall at the Rockfish Community Center, which had fairly good attendance and lots of positive feedback about enforcement on 151. He said that he and Dr. Ligon were currently pursuing their Planning Commissioner certifications, which he felt was valuable.

Dr. Ligon stated all the County’s entities—including the Planning Commission—needed to be elevated in their work, particularly in their work with the EDA. She added that it was her mission when she was elected to empower the EDA, fund them, and try to get some momentum there. She concurred with Mr. Rutherford that the timing was good with their work on zoning and comprehensive planning, noting that the second Commission meeting was the first full one with the new members.

Mr. Reed:

Mr. Reed reported that the regional housing summit was extremely valuable, and he thanked the TJPDC and others involved in putting that even together. He also mentioned that the Sheriff's Town Hall at the Rockfish Community Center was positive, and he thanked Mr. Rutherford for attending.

Mr. Reed said that the Regional Water Supply Plan meeting that Ms. McGarry talked about in her report was important, and he wanted to share some information because there had been many questions about getting that information updated. Mr. Reed reported that the last revision was done in 2017 and noted that they were in a different planning unit/RPU with the Middle River than they were with TJPDC. He said this was interesting because they might be more familiar with issues that cover the TJPDC area, and many of the reports and support they receive for their planning department came from TJPDC; however, they shared the same watershed in the middle part of the James River with Amherst County, Appomattox County, Campbell County, Bedford County, and Lynchburg—so it made sense for them to work together on regional planning.

Mr. Reed stated that he had been meeting with constituents, both at their request and at his, to discuss the short-term rental scenario. He said there was no shortage of interest, input, and ideas on that subject. Mr. Reed noted that he was looking forward to being more involved as they progressed.

B. Appointments

Mr. Reed noted that there had been one appointment to the EDA, but Ms. Spivey indicated that candidate Margaret Clair withdrew her request due to scheduling conflicts with that obligation. She said they would continue to accept applications for the EDA, which was a countywide—not a district—seat. She indicated that they were also looking for applicants for the Board of Zoning Appeals for the alternate position, which was also a countywide position.

C. Correspondence

The Board had no correspondence to discuss.

D. Directives

Mr. Rutherford stated that he had done some more studying since the last work session. He offered his assistance and any help needed with following-up on the Tunnel Foundation as it related to improvements at the Tunnel trail.

Mr. Rutherford stated that the primary budget issue of concern was the school bus situation and the need for more buses, which could be accomplished by substituting some of the recurring funding and set it up as a “bus fund.” He said that he had called his School Board member but did not get a chance to talk to him about this. He emphasized that the bus situation was dire and needed attention. He noted he was not sure if he would propose something for the current budget session, and he was in the beginning stages of finding out details and seeing what the schools might be amenable to. Mr. Parr commented that he and George Cheape had a conversation regarding the reallocation of some of the recurring funding to help purchase buses and he seemed open to the idea.

VII. CLOSED SESSION PURSUANT TO 2.2-3711(A)(1) – PERSONNEL

Mr. Reed indicated that they would take a short break before the Board entered into closed session.

Mr. Rutherford moved 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)(1) - “Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body;” – Personnel. Mr. Parr seconded the motion. There being no further discussion, Supervisors voted unanimously (4-0) by roll call vote to approve the motion.

Supervisors conducted the closed session and upon its conclusion, Mr. Rutherford moved to reconvene in public session. Mr. Parr seconded the motion and there being no further discussion, Supervisors voted unanimously (4-0) by roll call vote to approve the motion.

Upon reconvening in public session, Mr. Rutherford moved that the Nelson County Board of Supervisors certify that, in the closed session just concluded, nothing was discussed except the matter or matters specifically identified in the motion to convene in closed session and lawfully permitted to be discussed under the provisions

of the Virginia Freedom of Information Act cited in that motion. Mr. Parr seconded the motion and there being no further discussion, Supervisors voted unanimously (4-0) by roll call vote to approve the motion.

VIII. OTHER BUSINESS (AS PRESENTED)

The Board directed Ms. Mawyer to include in the FY26 budget, a salary increase for Ms. McGarry, to bring her salary to \$160,000. Ms. McGarry expressed her appreciation for the raise. Mr. Reed thanked Ms. McGarry for all of her work.

Mr. Rutherford noted the discussion of the Schools utilizing some of the funds for buses. He asked for staff to look at this further and for the Board members to reach out to their School Board members.

The Board discussed the \$36,000 in family assistance fund amount provided by Margaret Clair from the Nelson Community Development Foundation (NCCDF). Mr. Rutherford suggested sticking with the \$25,000 amount and asked if Ms. Clair could look at the administrative costs at that amount of total funding.

The Board determined that no budget work session was needed at this time.

IX. ADJOURN AND CONTINUE - EVENING SESSION AT 7PM

At 4:58 p.m., Mr. Rutherford moved to adjourn and reconvene at 7:00 p.m. and Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the meeting adjourned.

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

I. CALL TO ORDER

Mr. Reed called the meeting to order at 7:00 p.m., with four (4) Supervisors present to establish a quorum. Mr. Harvey was absent.

II. PUBLIC COMMENTS

There were no persons signed up to speak under Public Comments.

III. PUBLIC HEARINGS

A. Special Use Permit #25-0019 – Banquet Hall

Consideration of a Special Use Permit application requesting County approval to allow a banquet hall use within an existing structure at 99 Morse Lane in Arrington. The subject property is further identified as Tax Map Parcel #76-10-3, is 3.275 acres, and owned by James and Crystal Harris.

Ms. Bishop said that this is a request for a special-use permit to allow banquet hall use within an existing structure of property zone A1 agriculture. She stated that the Planning Commission heard this at their meeting in February. She noted that this is located at 99 Morse Lane and Arrington in the South District, owned by Crystal and James Harris. She reported that the property had an approved special-use permit from 2010 for long-term indoor vehicle storage, which was approved by the Board of Supervisors on May 11, 2010. She stated that there are two (2) existing warehouses on the property currently serving the storage garage use.

Ms. Bishop reported that the applicants were proposing to convert a portion of one of the warehouses to be used as an event space. She noted that banquet halls, in the ordinance, are defined as “a facility for hosting public and or private events, including but not limited to weddings, receptions, social events or parties and workshops, use as a venue for social, cultural, recreational, and/or educational activities.” She said that banquet halls did not include lodging.

Ms. Bishop stated that the area is residential in nature with some commercial and institutional uses, such as the Heritage Center, which was now home to the Health Department. She noted that the zoning in the vicinity is A-1 and there were no floodplains on the property. She said that the property is accessed by an existing entrance on Morse Lane. She stated that VDOT reviewed the request and determined the existing entrance to be sufficient for the proposed use. She noted that parking requirements in the zoning ordinance indicate one space for each 100 square feet of area. Ms. Bishop reported that the floor area of the proposed event space is approximately

4,200 square feet, requiring at least 42 parking spaces. She said there is an existing gravel parking lot with 50 spaces and additional parking if necessary.

Ms. Bishop stated that there was existing septic and spring-fed water on the property. She reported that the applicant is working with Old Dominion Engineering to complete a capacity assessment. She noted that the Health Department indicated they have been in contact and do not believe the proposal will add any additional load onto the existing septic system. Ms. Bishop said that the property is located in a rural area on the future land use map. She stated that the core concepts ensure protection of the county's rural landscape and economy by maintaining open space, scenic views, and agricultural uses. She noted that rural areas comprise the majority of the county, and alterations and retrofits to existing developments to enhance resiliency and conform to current standards are encouraged, while expansion is not.

Ms. Bishop presented a GIS view of the property, showing the warehouses and the Heritage center. She said that special use permit review criteria states that the use “shall not change the character or established pattern of development, use shall be in harmony with other uses permitted by right, and should not adversely affect the use of neighboring property.” She noted that the property must be adequately served by public or private water and sewer and “shall not result in the destruction, loss, or damage of any significant feature.” She stated that at their meeting in February, the Planning Commission voted 4-0 to recommend approval of this special use permit for a banquet hall at 99 Morse Lane.

Ms. Bishop offered to answer questions.

Dr. Ligon asked if the study on the occupancy was in process.

Ms. Bishop responded that the applicants were working with Old Dominion Engineering to perform a capacity assessment but they would not be required to fulfill any of those obligations unless the special use permit is approved. She indicated that they are also having to work with a registered design professional on the building code aspect of the building to change the use to an assembly use. She noted that the applicants wanted to make sure the special use permit gets approved first before proceeding with changing the building code use.

Mr. Reed opened public hearing.

The applicant, Crystal Harris, explained that they have taken the front part of one of the existing warehouses and cleared it out to make it a “personal space” to begin with, and now have decided to start renting it out and holding events there to generate revenue and add on to the existing revenue there. She confirmed that the architect has already made the necessary drawings, which had been sent to Jeremy Marrs, the building official.

Dr. Ligon asked about the number of people that would use the building. Ms. Harris stated that it would be 300, and the space was right under 5,000 square feet. Dr. Ligon asked if there were existing rules for occupancy and the parking requirements. Ms. Bishop responded that the only parking requirements were related to floor area, and were not linked to occupancy unless there were fixed seats—which there were not.

Mr. Reed asked if adjacent property owners were notified. Ms. Bishop confirmed that they were notified by mail, as required. Mr. Parr asked if anyone had heard from constituents on the project. Dr. Ligon said they had heard some concerns earlier today regarding the proximity to the church.

Mr. Reed opened the public hearing. There were no persons wishing to speak and the public hearing was closed.

Dr. Ligon stated that she did a drive-by before the Planning Commission meeting and did not feel it was going to change the character of the area. She reiterated the concerns stated about the proximity to the church and wondered if they would consider not operating during church hours. She said that this was not necessarily a proposed condition, just a point of discussion.

Mr. Rutherford said there was nothing that would prohibit the applicants from allowing a church to rent this facility from them, so he would not want them to limit that. He said this was more about them being good neighbors and maybe not doing something from 9 a.m. to 12 p.m. on Sunday. He agreed with the applicant that the noise from Route 29 would be louder than an event there, and he did not see the need for a condition.

Mr. Reed noted that the Planning Commission does not recommend adding any conditions.

The Board discussed the proposed conditions and it was noted that the property owners were agreeable to the conditions as suggested.

Dr. Ligon moved to approve **Special Use Permit #25-0019** for a banquet hall in A-1 on 99 Morse Lane.

Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

B. FY26-31 Six-Year Secondary Road Plan

Robert Brown of VDOT reported that after the work session, he took the comments back that were made and incorporated them into a revised six-year plan, also changing the unpaid road priority list based on discussions. He stated that they wanted to get Lonesome Pine Road and Findlay Gap Road into the plan. Mr. Brown reported that they could not get Findlay Gap into the plan due to budgeting in the last year, but they were able to get Lonesome Pine Road included in the last year of the six-year plan. He said they placed Findlay Gap as priority number 3 below Spring Valley Road on the unpaved road priority list, as instructed.

PRIORITY	UPC	ROUTE	STREET NAME	START LOCATION	START STATE MILEPOINT	END LOCATION	END STATE MILEPOINT	LENGTH	ESTIMATE	PLANNED CN SEASON
2.01	121342	623	DAVIS CREEK ROAD	DEAD END	0.880	RTE 625	2.640	1.700	\$ 399,168	2024
2.02	125857	646	HUNTING LODGE RD	RTE 604	2.200	RTE 645	4.200	2	\$400,000	2025
2.03	125858	674	JENNYS CREEK RD	RTE 56	1.430	0.60 MILES SOUTH OF RTE 151	2.630	1.2	\$250,000	2025
2.04	125863	640	WHEELERS COVE RD	1.50 MILE SOUTH OF RTE 620	5.800	RTE 620	7.300	1.5	\$300,000	2026
2.05	125860	667	FORK MOUNTAIN RD	1.29 MILE NORTH OF RTE 56	1.300	2.29 MILE NORTH OF RTE 56	2.300	1	\$225,000	2026
2.06	125862	613	BERRY HILL RD	1.10 MILE SOUTH OF RTE 788	4.750	RTE 788	5.750	1	\$200,000	2027
2.07	125859	606	BUFFALO STATION RD	RTE 626	0.050	1.4 MILE EAST OF RTE 626	1.450	1.4	\$260,000	2027
2.08	125864	764	WALK AROUND LN	RTE 628	0.000	DEAD END	0.600	0.6	\$150,000	2028
2.09	125866	648	EAGLE MOUNTAIN DRIVE	RTE 703	1.000	RTE 56	1.500	0.5	\$150,000	2028
2.10	125865	721	GREEN FIELD DR	.70 MILES NORTH OF RTE 626	1.500	2.8MILE NORTH OF RTE 626	3.600	2.1	\$450,000	2029
2.11	125861	629	GULLEYSVILLE LN	DEAD END	0.000	RTE 634	1.270	1.27	\$200,000	2030
2.12	T30520	649	LONESOME PINE ROAD	RTE 771	0.320	RTE 694	1.120	0.8	\$150,000	2030
6.01	122046	NELSON COUNTYWIDE - TRANSPORTATION SERVICES								
6.02	T18804	NELSON COUNTY UNPAVED ROAD FUNDING								

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	647	Findlay Gap	RTE 722 Keys Church Rd	1.20 Mi East	1.20	220	\$ 400,000.00
4	681	Pigeon Hill Rd	RTE 680 Cub Creek Rd	RTE 769	1.56	80	\$ 425,000.00
5	662	South Powell Island	0.68 Mi North RTE 739	1.45 Mi N 739	1.45	60	\$ 362,500.00

Mr. Brown stated that projects 1 through 10 were existing projects. He noted that Greenfield and Gulleysville were moved down to the bottom of the list, and Lonesome Pine Road was added as priority 12. Mr. Brown said that was the only addition to the six-year plan. He reported that Findlay Gap couldn't be included because it needs to be fully funded to be in the plan. He noted that next year, Findlay Gap could be moved to the plan and fully funded in FY31 and FY32, as they have not designated all of their paved road monies.

Mr. Brown said they have \$169,000 in FY31 that was not designated. He remarked it was not very important at the moment either way. He explained that priorities 6.01 and 6.02, the Nelson Countywide Transportation

Service, represent telecommunications money used for special projects on secondary roads and new sign installations. Mr. Brown said that money is secondary road money that can be allocated to projects when needed. He noted that it is generally reserved for transportation services and special projects.

He stated that he would be glad to answer any questions.

Mr. Reed opened the public hearing. There were no speakers, and the public hearing was closed.

Mr. Brown noted that they were a month early in the process this year and had not gotten their final allocations, but they would be very close to what was shown—perhaps off by a thousand dollars or two. He said that this is why they would not pass the resolution that night and would address it next month.

C. Ordinance O2025-02 – Amendment to Chapter 2, Administration, Article IV, School Board

Consideration of an ordinance proposed for passage to amend Sec. 2-125(k) to 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.

Ms. McGarry reported that the proposed local code amendments were in conformance with the 2021 updates in state code that change the dates of primary elections in Virginia for being held on the second Tuesday to the third Tuesday in June. She said that this amends the local code to change the deadline for filing declarations and petitions for general elections in November to the third Tuesday in June from the second Tuesday in June. She stated that it also amends the local code to change the deadline for filing declarations and petitions for special elections to fill a vacancy to either, (1), at least 81 days before the election, and this is a change from at least 74 days, or (2); if the special election is being held at the second November election after the vacancy occurred, the deadline for filing declarations and petitions is changed to the third Tuesday in June from the second Tuesday in June before the November election. She showed what the proposed ordinance amendment O2025-02 language changes look like and indicated that it would be effective upon adoption. She indicated that staff recommended approval of the ordinance O2025-02.

Mr. Reed opened the public hearing. There were no speakers, and the public hearing was closed.

Mr. Parr moved to approve **Ordinance O2025-02 – Amendment to Chapter 2, Administration, Article IV, School Board**.

Mr. Rutherford seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following ordinance was adopted:

**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.

IV. OTHER BUSINESS (AS PRESENTED)

The Board had no other business to discuss.

V. ADJOURN AND CONTINUE TO APRIL 23, 2025 AT 5:00 P.M. FOR A JOINT WORK SESSION WITH THE PLANNING COMMISSION

At 7:21 p.m. Mr. Parr moved to continue the meeting to April 23, 2025 at 5:00 p.m. for a joint work session with the Planning Commission. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the meeting adjourned.

DRAFT

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 R2025-38
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET
June 10, 2025

I. Appropriation of Funds (General Fund)

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 731.25	3-100-001901-0032	4-100-031020-3038
\$ 134.35	3-100-001901-0033	4-100-031020-3039
\$ 1,713.28	3-100-002404-0001	4-100-031020-5419
\$ 12,500.00	3-100-002404-0038	4-100-031020-7016
\$ 26,000.00	3-100-001899-0030	4-100-081020-7055
\$ 8,577.35	3-100-001899-0015	4-100-031020-5409
\$ 40,820.00	3-100-003303-0050	4-100-091050-7013
\$ 446,760.00	3-100-002401-0045	4-100-053600-3164
\$ 19,675.00	3-100-001303-0011	4-100-999000-9905
\$ 67,088.47	3-100-001303-0008	4-100-999000-9905
\$ 15,203.76	3-100-001901-0026	4-100-999000-9905
\$ 639,203.46		

II. Transfer of Funds (General Fund Nonrecurring Contingency)

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 15,000.00	4-100-999000-9905	4-100-091030-5680
\$ 203,735.00	4-100-999000-9905	4-100-053600-3164
\$ 43,928.55	4-100-999000-9905	4-100-094200-3004
\$ 5,300.00	4-100-999000-9905	4-100-035010-3003
\$ 5,000.00	4-100-999000-9905	4-100-043040-5408
\$ 14,000.00	4-100-999000-9905	4-100-043040-5415
\$ 286,963.55		

III. Transfer of Funds (General Fund Recurring Contingency)

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 13,432.18	4-100-999000-9901	4-100-012040-3002
\$ 13,432.18		

IV. Transfer of Funds (Debt Service Fund)

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 3,683.29	4-108-095100-9150	4-108-095200-9127
\$ 3,683.29		

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 \$639,203.46 include requests of (1) \$325.00 and \$406.25 appropriations totaling \$731.25 requested for Sheriff's FY25 UVA MOU Special Events Overtime funding for April 2025; (2) \$134.35 appropriation requested for Sheriff's FY25 Bedford MOU Southern VA Internet Crimes Against Children (ICAC) Overtime funding for March 2025; (3) \$1,713.28 appropriation requested for Sheriff's asset forfeiture funds received in FY25; (4) \$12,500.00 appropriation requested for Sheriff's VSP H.E.A.T. funds received in FY25; (5) \$26,000 appropriation request for GO Virginia Wine Industry Implementation Grant match funds to be provided by Albemarle, Madison, and Fauquier Counties; (6) \$8,577.35 appropriation requested for Sheriff's donation from Zenith Firearms received in FY25; (7) \$40,820.00 appropriation requested for VDEM State Homeland Security Grant funds for Registrar Office improvements; (8) \$446,760.00 supplemental appropriation request for State funds (68.68%) for additional State mandated CSA (Children's Services Act) services costs through June 30th totaling \$650,495.00; (9) \$19,675.00 appropriation requested for FY23 and FY24 Well and Septic Permit Fees collected by VDH and remitted to the County; (10) \$67,088.47 appropriation requested for additional Building Permit revenue received in FY25; and (11) \$15,203.76 appropriation requested for additional EMS Revenue Recovery revenue received in FY25. *The total appropriation request for this period is below the 1% of expenditure budget limit of \$773,432.00 for June. Of the total appropriations this month, \$101,967.23 (Items 9-11) of funds are being added to Non-Recurring Contingency.***
- II. 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 Non-Recurring Contingency in the amount of \$286,963.55 are reflected in (1) \$15,000.00 to the Piney River Cover the Caboose line item for the contribution to the Campaign as approved in the November 14, 2024 BOS meeting; (2) \$203,735.00 is requested to cover the local share cost (31.32%) of State CSA (Children's Services Act) mandated services through June 30, 2025; (3) \$43,928.55 for the payoff to First National Bank for the 2024A BAN issuance costs; (4) \$5,300.00 is requested to cover increased Animal Control Court Related Expenses due to a large case in FY25 requiring more resources; (5) \$5,000.00 is requested to cover increased Motor Pool vehicle repairs and maintenance costs; and (6) \$14,000.00 is requested to requested to cover increased fuel costs for Motor Pool and agency vehicles in FY25. *Following approval of these expenditures, the balance of Non-Recurring Contingency will be \$475,120.99. This net balance includes the additions in I. and reductions in II.***
- III. 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 Recurring Contingency in the amount of \$13,432.18 are reflected in (1) \$13,432.18 to the County Attorney line item to cover increased professional services costs in FY25. *Following approval of these expenditures, the balance of Recurring Contingency will be \$492,153.00.***
- 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 between Debt Service Fund accounts in the amount of \$3,683.29 are reflected in (1) \$3,683.29 transfer from the Debt Service Reserve line to Interest (BAN2024A) NCHS Renovation Project line item to cover the accrued interest paid on the Bond Anticipation Note for this project.**

Company No: 001 Account Number: 3100 1901 32 Period:
 Date: 6/03/25 UVA-MOU Special Events OT Time: 1654
 Budget Amount Year To Date Encumbrances Balance
 \$32,955.00- \$33,686.25- \$.00 \$731.25

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-
02072025	CS	1	20250207	\$942.50	-202502	-TREASURER CASH REPORT-
02202025	CS	1	20250220	\$845.00	-202502	-TREASURER CASH REPORT-
03072025	CS	1	20250307	\$650.00	-202503	-TREASURER CASH REPORT-
03182025	CS	1	20250318	\$1,495.00	-202503	-TREASURER CASH REPORT-
03242025	CS	1	20250324	\$650.00	-202503	-TREASURER CASH REPORT-
04092025	CS	1	20250409	\$1,086.82	-202504	-TREASURER CASH REPORT-
04112025	CS	1	20250411	\$241.82	202504	-TREASURER CASH REPORT-
04172025	CS	1	20250417	\$1,267.50	-202504	-TREASURER CASH REPORT-
*****			G/L Year-To-Date-	\$30,192.50-		
*****			Encumbrance-			
*****			A/P Holding File-			
*****			P/R Holding File-			
*****			U/T Holding File-			
05012025	CS	1	20250501	\$2,762.50	-202505	-TREASURER CASH REPORT-
05192025	CS	1	20250519	\$731.25	-202505	-TREASURER CASH REPORT-
*****			A/R Holding File-	\$3,493.75-		
*****			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
03112025	BS	1	0000433	\$1,787.50	-202503	FY25 UVA MOU OVERTIME 05106

3-100-1901-0032
 4-100-31020-3038

Company No: 001 Account Number: 3100 1901 33

Date: 6/03/25

Bedford-MOU ICAC OT

Period:

Time: 1654

Budget Amount

Year To Date

Encumbrances

Balance

\$295.56-

\$429.91-

\$.00

\$134.35

Date	Source	Reference Number	PO#	Amount	Period	Description
03142025	CS	1	20250314	\$53.74-	202503	-TREASURER CASH REPORT-
04112025	CS	1	20250411	\$241.82-	202504	-TREASURER CASH REPORT-
*****		G/L Year-To-Date-		\$295.56-		

***** Encumbrance-

***** A/P Holding File-

***** P/R Holding File-

***** U/T Holding File-

06022025	CS	1	20250602	\$134.35-	202506	-TREASURER CASH REPORT-
*****		A/R Holding File-		\$134.35-		

***** G/L Holding File-

***** S/S Holding File-

***** INV Holding File-

04082025	BS	1	0000436	\$53.74-	202504	FY25 ICAC MOU OVERTIME	05118
05152025	BS	1	0000437	\$241.82-	202505	FY25 ICAC MOU FEB	05130
*****		Budget Amount-		\$295.56-			

BEDMOV

3-100-1901-0033

4-100-31020-3039



Disbursements for: 5/2/2025 through 5/2/2025

Date to Finance	DCJS Seizure No	Asset Description	Value	Disbursal Amt	Voucher No
County of Nelson					
Nelson County Sheriff's Office					
5/2/2025	22-FS24401 [REDACTED]	U.S. Currency	\$6,424.00	\$1,713.28	15321
Subtotal:				\$1,713.28	→ FDRG
Total:				\$1,713.28	3-100-2404-0001 4-100-31020-5419

Grace Mawyer

From: Neely Hull
Sent: Tuesday, May 13, 2025 1:54 PM
To: Grace Mawyer
Subject: EDI-Code please

Total Amount: 12,500.00

Deposit Date: 05/13/2025

Trace Number: 82656195

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
156	12,500.00	0.00	0.00	02MAY25	05/02/2025		3154110	HEAT FINANCIAL AID

Tot ~~156:~~12,500.00

HEAT
3-100-2404-0038
4-100-31020-7016



COMMONWEALTH OF VIRGINIA

Colonel Gary T. Settle
Superintendent

(804) 674-2000

DEPARTMENT OF STATE POLICE

7700 Midlothian Turnpike
North Chesterfield, Virginia 23235

(804) 674-2000

Lt. Colonel Kirk S. Marlowe
Deputy Superintendent

January 29, 2025

Sheriff Mark Embrey
Nelson County Sheriff's Office
84 Court House Square
Lovingston, VA 22949

Dear Sheriff Embrey:

Thank you for applying for the fiscal year 2025 Help Eliminate Auto Theft (HEAT) Equipment Reimbursement initiative. This funding opportunity was announced by the Superintendent on July 1, 2024, and offers up to \$12,500.00 per agency to purchase the equipment your agency needs to combat motor vehicle theft. Your written request for \$12,500.00 in funding was received on October 8, 2024 and subsequently reviewed by HEAT Statewide Program Coordinator First Sergeant Peter W. Lazear. Your application indicated that you intended to use this funding to purchase Flock Safety automated license plate reader equipment to assist in the detection and recovery of stolen motor vehicles which is in alignment with the purpose of this funding initiative. Therefore, your request was approved by First Sergeant Lazear on October 8, 2024.

This funding initiative is handled via reimbursement to your agency in accordance with your Federal Identification Number (FIN). Therefore, once the appropriate proof of payment has been received by First Sergeant Lazear, a one-time payment to your agency in the requested amount (up to \$12,500.00) will be authorized by our Property & Finance Division. If you have additional questions or concerns regarding this initiative, please feel free to reach out to First Sergeant Lazear directly at (804) 221-0997 or peter.lazear@vsp.virginia.gov.

As we continue this valuable partnership, I wish you success in your efforts to combat motor vehicle theft in your county.

Sincerely,

G. Michael Jenkins, Jr.

Captain G. Michael Jenkins, Jr.
Commander
Special Investigations & Programs Division

Complete this form for both cash and/or in-kind match commitments. All fields are required.

Match Commitment Form

Project Name Wine Industry Implementation Grant
Support Organization: Central Virginia Partnership (Support Organization)
Regional Council: GO Virginia Region 9

Contributor Information

Name of Business/Individual/Locality/Entity: Albemarle County
Name of Primary Contact: Emily Kilroy
Address: 401 McIntire Rd, Suite 130
City: Charlottesville State: VA Zip: 22902
Telephone: 434-296-5841 Email: ekilroy@albemarle.org

Match Information

Type of Match: ☐ In-kind Match ☒ Cash Match*
Local Match: ☐ No ☒ Yes**
*Select only if providing cash to the applicant for this grant. **Select only if funds are from local government sources.

Contributed Goods or Services (Amounts and how valued)

Albemarle County EDA is contributing cash toward the scope of the Wine Industry Implementation Grant activities noted in the proposal

Date(s) contributed: Funds may be used for the grant period under contract estimated March 25- March 27

Real or Estimated Value of Contribution: \$ 20,000

How was the value determined?: ☐ Actual Value ☐ Appraisal ☐ Other

Explain further, if needed: cash

Who Made this Value Determination?: n/a

Is there a restriction on the use of this contribution?: ☒ No ☐ Yes

If yes, what are the restrictions?: n/a

Contribution obtained or supported with state funds?: ☒ No ☐ Yes

E Kilroy

Signature of Contributor

2/19/25

Date

Match Verification Form

Project Name Wine Cluster Up Implementation Grant
Support Organization: Central Virginia Partnership for Eco Dev
Regional Council: GO Virginia Region 9

Contributor Information

Name of Business/Individual/Locality/Entity: Madison County Economic Development & Tourism
Name of Primary Contact: Tracey Gardner
Address: 110 N Main Street
City: Madison State: VA Zip: 22727
Telephone: 540-948-7560 Email: tgardner@madisonco.virginia.gov

Match Information

Type of Match: ☒ In-kind Match ☒ Cash Match
Local Match: ☐ No ☒ Yes

Contributed Goods or Services

Please explain in detail how this match is being contributed on behalf of the project:

As a member of the Advisory Council on the Planning Grant, I will continue that role during the Implementation Grant to help gather, work on solutions for items found in planning phase and address recommendations found in the Wine Industry Report. This will be done in meetings, emails, programming and disseminating information to our many partners in the wine industry and other partners.

Date(s) Contributed: Course of the grant period which we anticipate being a 24-month span

Real or Estimated Value of Contribution: \$ 6000

How was the value determined?: ☒ Actual Value ☐ Appraisal ☐ Other

Please explain: Cash match of \$1000 and \$5000 In-kind - we estimated 59 hours for planning grant, so would double for this grant at \$43 X 118 at \$5074 for In-kind

Who Made this Value Determination?: Tracey Gardner, Eco Dev and grant partner

Is there a restriction on the use of this contribution?: ☒ No ☐ Yes

If yes, what are the restrictions?:

Contribution Obtained or Supported with State funds?: ☒ No ☐ Yes

Tracey Gardner
Signature of Contributor

9-20-24
Date

Match Verification Form

Project Name: Wine Cluster Up Implementation Grant
Support Organization: Central Virginia Partnership for Economic Development
Regional Council: GO VA Region 9

Contributor Information

Name of Business/Individual/Locality/Entity: Fauquier County Department of Economic Development & Tourism
Name of Primary Contact: Laura Torpy
Address: 21 Main Street
City: Warrenton State: VA Zip: 20186
Telephone: 540-422-8270 Email: laura.torpy@fauquiercounty.gov

Match Information

Type of Match: ☒ In-kind Match ☐ Cash Match
Local Match: ☐ No ☒ Yes

Contributed Goods or Services

Please explain in detail how this match is being contributed on behalf of the project:

Our department and specifically, Laura Torpy, will continue to support this project through work on the implementation of this project.

Date(s) Contributed: 18-24 month period for completion of this project.

Real or Estimated Value of Contribution: \$ \$7,000

How was the value determined?: ☒ Actual Value ☐ Appraisal ☐ Other
Please explain: Fauquier will contribute \$2,000 of in-kind staff time and \$5,000 of cash.

Who Made this Value Determination?: Fauquier County Department of Economic Development staff.

Is there a restriction on the use of this contribution?: ☐ No ☒ Yes
If yes, what are the restrictions?: Contribution must be used in support of the above mentioned planning grant.

Contribution Obtained or Supported with State funds?: ☒ No ☐ Yes

Douglas J. Parson
Signature of Contributor

9-23-2024
Date

TRUIST 

Official Check

5304859714

Purchaser ZENITH AEROTECH INC

Date May 28, 2025

Cost Center 2110305

Pay EIGHT THOUSAND FIVE HUNDRED SEVENTY SEVEN
DOLLARS and 35 CENTS

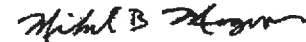
\$8577.35

To the Order of COUNTY OF NELSON

Truist Bank is an Authorized Agent

Memo SHERRIFF DEPARTMENT

Truist Bank



Payable at Truist Bank

Authorized Signature

DONSH

3-100-1899-0015

↳ Police Supplies 4-100-31020-5409

Grace Mawyer

From: Mark Embrey
Sent: Thursday, May 29, 2025 9:55 AM
To: Grace Mawyer
Cc: Jennifer Thomas
Subject: Firearms Purchase



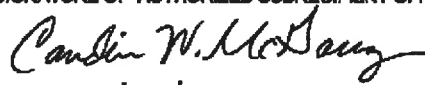
Good morning Grace,

Thank you again for your time this morning! As we had previously discussed, we are beginning to receive invoices for the firearm items that we are purchasing as part of this in-kind donation from Zenith Firearms. Jennifer is going to be sending these specific invoices up next week under the line item of Police Supplies. We will be happy to mark them a specific way as an indication that these purchases are affiliated with this local business donation. Feel free to provide us with any additional guidance on this.

Thank you,

Sheriff Mark E. Embrey
Nelson County Sheriff's Office
84 Courthouse Sq.
Lovingston VA 22949
434-263-7051 office



 <p>Virginia Department of Emergency Management 9711 Farrar Court, Suite 200 North Chesterfield, VA 23236</p>	<p align="center">SUBAWARD AGREEMENT</p> <p align="right">Page 1 of 3</p>			
<p>1. SUBRECIPIENT NAME AND ADDRESS: Nelson County 84 Courthouse Square Lovingston, Virginia 22949</p>	<p>4a. SUBAWARD ID NUMBER: 67 4b. Federal Award ID: EMW-2023-SS-00109 5. SUBAWARD DATE: 6. PROJECT PERIOD: Sep 1, 2023 to Jun 30, 2025 BUDGET PERIOD: Sep 1, 2023 to Jun 30, 2025 7. TOTAL AMOUNT OF THIS SUBAWARD: \$40,820.00</p>			
<p>2. SUBRECIPIENT UEI Number: XSCRKWJHKVQ5 SUBRECIPIENT EIN: 54-6001441</p>	<p>8. FEDERAL AMOUNT OF THIS SUBAWARD: \$40,820.00 9. SUBRECIPIENT NON-FEDERAL COST SHARE REQUIREMENT: \$0.00 10. INDIRECT COST RATE (if applicable):</p>			
<p>3. PASS-THROUGH ENTITY: Virginia Department of Emergency Management SUBAWARD NAME: 2023 State Homeland Security Grant Program CFDA: 97.067 - State Homeland Security Grant Program SHSP U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</p>				
<p>11. STANDARD TERMS AND CONDITIONS & SPECIAL CONDITIONS The above subaward is approved subject to the 2023 Department of Homeland Security (DHS) Standard Terms and Conditions and VDEM Special Conditions found here: DHS Terms and Conditions 2023</p>				
<p>12. APPROPRIATION AUTHORITY FOR GRANT The project is supported under the <i>Department of Homeland Security Appropriations Act, 2023 (Public Law No. 117-328)</i>.</p>				
<p>13. METHOD OF PAYMENT Commonwealth of Virginia Cardinal Accounting System</p>				
<table border="0" style="width:100%"> <tr> <td align="center" style="width:50%">AGENCY APPROVAL</td> <td align="center" style="width:50%">SUBRECIPIENT ACCEPTANCE</td> </tr> </table>			AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE			
<p>14. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL Cheryl Adkins Chief Financial Officer</p>	<p>16. NAME AND TITLE OF AUTHORIZED OFFICIAL Candy McGarry County Administrator</p>			
<p>15. SIGNATURE OF APPROVING VDEM OFFICIAL </p>	<p>17. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL  18. DATE: 11/19/24</p>			

June 6, 2025

Chairman Reed and Board Members,

The Children's Services Act (CSA) is the result of a 1993 Virginia Law that provided for the pooling of eight specific funding streams used to purchase services for high-risk youth. The pool of funds comes from the Department of Social Services, Department of Juvenile Justice, Department of Education, Department of Mental Health, and an Interagency Consortium. Currently, the County Administrator supervises the program, and the Director of Finance and Human Resources serves as the fiscal agent. The CSA Coordinator is a part time position housed in the Court Service Unit office space and oversees all aspects of the program including budget, payments, and reimbursement. The program has served 48 children thus far in FY25.

The FY25 budget allocation for the CSA program is \$2,000,000 with a local share of \$626,400 (31.32%). Current expenditures are projected at \$2,650,495 which will require an additional local share of \$203,735 (31.32%). The increase in expenditures is a result of the increase in number of children served overall, specifically in foster care and foster care prevention services and the level of need, the increase in children placed in private day schools through IEP's, the increase in parental requested placements and, the increase in pricing of services. Due to these factors that have resulted in an increase in projected expenditures, I am requesting an additional \$650,495, \$203,735 in local funds, be appropriated to the FY25 CSA budget.

Respectfully,

A handwritten signature in cursive script that reads "Allison McGarry".

Allison McGarry
Nelson County CSA Coordinator

Grace Mawyer

From: Neely Hull
Sent: Friday, June 6, 2025 8:11 AM
To: Grace Mawyer
Subject: EDI-code please

WELL

3-100-001303-0011

↳ NRC → 4-100-999000-9905

Hi Grace,

Could you please tell me where this needs to be posted 😊

Total Amount: 19,675.00

Deposit Date: 06/04/2025

Trace Number: 82674504

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
601	8,450.00	0.00	0.00	FY24 QTR PAY	05/14/2025		0268097	LOCAL ORD
601	11,225.00	0.00	0.00	FY23 QTR PAY	05/14/2025		0268109	LOCAL ORD

Well : Septic Permit Fees from Health Department

Tot 601: 19,675.00

Company No: 001 Account Number: 3100 1303 8 Period:
 Date: 6/06/25 Building Permits Time: 1311
 Budget Amount Year To Date Encumbrances Balance
 \$349,079.00- \$416,167.47- \$.00 \$67,088.47

```

=====
Date      Source Reference Number      PO#      Amount Period Description
07302024 CS      1      20240730      $41,679.91-202407 -TREASURER CASH REPORT-
08302024 CS      1      20240830      $18,283.25-202408 -TREASURER CASH REPORT-
09302024 CS      1      20240930      $18,645.08-202409 -TREASURER CASH REPORT-
10312024 CS      1      20241031      $81,516.53-202410 -TREASURER CASH REPORT-
11262024 CS      1      20241126      $13,417.13-202411 -TREASURER CASH REPORT-
12302024 CS      1      20241230      $22,000.42-202412 -TREASURER CASH REPORT-
01242025 CS      1      20250124      $18,521.13-202501 -TREASURER CASH REPORT-
02282025 CS      1      20250228      $29,529.69-202502 -TREASURER CASH REPORT-
03312025 CS      1      20250331      $108,910.19-202503 -TREASURER CASH REPORT-
04302025 CS      1      20250430      $25,436.96-202504 -TREASURER CASH REPORT-
*****      G/L Year-To-Date-      $377,940.29-

*****      Encumbrance-

*****      A/P Holding File-

*****      P/R Holding File-

*****      U/T Holding File-

06022025 CS      1      20250602      $38,227.18-202506 -TREASURER CASH REPORT-
*****      A/R Holding File-      $38,227.18-

*****      G/L Holding File-

*****      S/S Holding File-

*****      INV Holding File-

07012024 BA      1      0000305      $349,079.00-202407 -APPROPRIATION ENTRY-      04999
*****      Budget Amount-      $349,079.00-
  
```

Company No: 001 Account Number: 3100 1901 26 Period:
 Date: 6/06/25 EMS Revenue Recovery Time: 1311
 Budget Amount Year To Date Encumbrances Balance
 \$781,000.00- \$796,203.76- \$.00 \$15,203.76

Date	Source	Reference	Number	PO#	Amount	Period	Description
07232024	CS	1	20240723		\$9,925.80	-202407	-TREASURER CASH REPORT-
07262024	AP	1	EMS-005529		\$1,779.25	-202407	EMS MGMT. & CONSULTATABH-N02864
07302024	CS	1	20240730		\$18,628.45	-202407	-TREASURER CASH REPORT-
08132024	AP	1	EMS-006315		\$2,584.49	-202408	EMS MGMT. & CONSULTATABH-N02866
08262024	CS	1	20240826		\$11,527.90	-202408	-TREASURER CASH REPORT-
08302024	CS	1	20240830		\$5,457.88	-202408	-TREASURER CASH REPORT-
09262024	AP	1	EMS-007577		\$834.75	-202409	EMS MGMT. & CONSULTATABH-N02878
09302024	CS	1	20240930		\$3,643.65	-202409	-TREASURER CASH REPORT-
10012024	CS	1	20241001		\$4,257.45	-202410	-TREASURER CASH REPORT-
10292024	CS	1	20241029		\$706.22	-202410	-TREASURER CASH REPORT-
10312024	CS	1	20241031		\$19,292.88	-202410	-TREASURER CASH REPORT-
11082024	AP	1	EMS-008688		\$283.50	-202411	EMS MGMT. & CONSULTATABH-N02885
11252024	AP	1	EMS-009192		\$1,294.73	-202411	EMS MGMT. & CONSULTATABH-N02889
11272024	CS	1	20241127		\$1,397.19	-202411	-TREASURER CASH REPORT-
11302024	CS	1	20241130		\$90,058.30	-202411	-TREASURER CASH REPORT-
12272024	AP	1	EMS-010993		\$8,104.55	-202412	EMS MGMT. & CONSULTATABH-N02895
12302024	CS	1	20241230		\$66,057.54	-202412	-TREASURER CASH REPORT-
12302024	CS	1	20241230		\$1,000.00	202412	-TREASURER CASH REPORT-
01022025	CS	1	20250102		\$50,673.30	-202501	-TREASURER CASH REPORT-
01272025	AP	1	EMS-011478		\$6,409.97	-202501	EMS MGMT. & CONSULTATABH-N02900
01282025	CS	1	20250128		\$46,180.29	-202501	-TREASURER CASH REPORT-
01302025	CS	1	20250130		\$48,827.25	-202501	-TREASURER CASH REPORT-
02262025	AP	1	EMS-012322		\$4,087.27	-202502	EMS MGMT. & CONSULTATABH-N02908
02282025	CS	1	20250228		\$21,726.54	-202502	-TREASURER CASH REPORT-
02282025	CS	1	20250228		\$23,881.44	-202502	-TREASURER CASH REPORT-
03042025	CS	1	20250304		\$23,881.44	-202503	-TREASURER CASH REPORT-
03112025	CS	1	20250311		\$25,957.26	-202503	-TREASURER CASH REPORT-
03242025	CS	1	20250324		\$19,271.71	-202503	-TREASURER CASH REPORT-
03262025	AP	1	EMS-013810		\$4,153.82	-202503	EMS MGMT. & CONSULTATABH-N02914
03312025	CS	1	20250331		\$129,596.44	-202503	-TREASURER CASH REPORT-
04222025	CS	1	20250422		\$11,013.21	-202504	-TREASURER CASH REPORT-
04252025	AP	1	EMS-014325		\$8,266.30	-202504	EMS MGMT. & CONSULTATABH-N02921
04302025	CS	1	20250430		\$111,644.66	-202504	-TREASURER CASH REPORT-
*****			G/L Year-To-Date-		\$780,405.43-		
*****			Encumbrance-				
05282025	AP	1	EMS-015489		\$7,165.59	-202505	EMS MGMT. & CONSULTATABH-N02927
*****			A/P Holding File-		\$7,165.59-		
*****			P/R Holding File-				
*****			U/T Holding File-				
05272025	CS	1	20250527		\$8,632.74	-202505	-TREASURER CASH REPORT-
*****			A/R Holding File-		\$8,632.74-		

Company No: 001	Account Number: 3100	1901	26	Period:
Date: 6/06/25	EMS Revenue Recovery			Time: 1311
Budget Amount	Year To Date	Encumbrances		Balance
\$781,000.00-	\$796,203.76-	\$.00		\$15,203.76

```

=====
Date      Source Reference Number      PO#      Amount Period Description
=====
*****      G/L Holding File-
*****      S/S Holding File-
*****      INV Holding File-
07012024 BA  1      0000305      $781,000.00-202407 -APPROPRIATION ENTRY-      04999
*****      Budget Amount-      $781,000.00-

```

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DR. JESSICA LIGON
South District



CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

November 18, 2024

To: Linda Staton & Grace Mawyer, Directors of Finance & Human Resources
From: Amanda Spivey, Administrative Assistant/Deputy Clerk *ab*
Re: Board Decisions

Please be advised of the Board of Supervisors' decisions in session on November 14, 2024:

1. FY24 Health Department Carry Over Funds Request: The Board authorized the Health Department's request to use the \$58,667.57 in carry over funds to cover the moving costs for relocating to the new Health Department at the Nelson Heritage Center, installing the new IT network infrastructure, and to support expansion of sexually transmitted infection (STI) testing for Nelson County.
2. ACRJ Opioid Use Disorder Program: The Board authorized the County's staff to apply for the use of the County's OAA individual distribution funds in the amount of \$21,045.
3. Cover the Caboose: The Board approved a contribution of funds not-to-exceed \$15,000 to help the Parks and Recreation Department build a structure to cover and protect the Caboose at the Blue Ridge Railway Trail in Piney River. This contribution will come from Non-Recurring Contingency Funds.

BT

4-100-91030-5680

CC: file – County Administration

5. County Wire to First National Bank

Prior to May 13, 2025, the County will wire **\$47,445.42** to First National Bank, representing the principal amount of the 2024A BAN that was used to pay **issuance costs (\$43,928.55)** and the **accrued interest** due on the 2024A BAN through May 13, 2025 **(\$3,516.87)**.

Wire to First National Bank	
Wire Amount:	\$47,445.42
ABA:	
Bank Name:	First National Bank
Beneficiary Account Number:	
Beneficiary Name:	First National Bank
Beneficiary Physical Address:	622 Broad Street, Altavista, VA 24517
Reference:	Economic Development Authority of Nelson County Loan #82571
Contact:	Jennifer Edgell (434) 477-5887 jenniferedgell@1stnatbk.com

6. Transfer of Funds to Facilitate Closing of the 2025 Local School Bond

On the morning of May 13, 2025, the Department of Treasury will wire/deposit **\$22,188,557.30** into the County's VPSA Series 2025A Project Fund Account with VASNAP to facilitate the closing of the 2025 Local School Bond, representing the Purchase Price of the 2025 Local School Bond.

7. Transfer of Funds by VASNAP

Upon receipt of the funds in Section 6 above, VASNAP will make the transfers/wires below on behalf of the County and Schools.

- A.** VASNAP will wire **\$1,515,535.60** to the First National Bank, representing the remaining payoff amount after the payment made by the County in Section 5 above.

Wire to First National Bank	
Wire Amount:	\$1,515,535.60
ABA:	
Bank Name:	First National Bank
Beneficiary Account Number:	
Beneficiary Name:	First National Bank
Beneficiary Physical Address:	622 Broad Street, Altavista, VA 24517
Reference:	Economic Development Authority of Nelson County Loan #82571
Contact:	Jennifer Edgell (434) 477-5887 jenniferedgell@1stnatbk.com



BUDGET INCREASE JUSTIFICATION

JUNE 2025

On February 24th 2025, Nelson County Animal Control seized 7 K9s from a Piney River residence owned by Robert Shell. Shell has been charged with felony animal cruelty and the k9s have been placed in our custody by the courts until the matter is resolved. These K9s require ongoing vet care and special dietary dog food. We recently made the decision to board these K9s to free up space to accommodate county strays. Our budget currently has funds to support these type cases and has been sufficient in the past. However, this case brings a heavier financial burden and strain on our resources. With that said, Robert Shell has not been given a trial date and there is no end to this in sight.

To Date, Vet related expenses and boarding is approximately \$5,300

To Date, Shelter Impound Fees is approximately \$12,875

The Vet expenses, Boarding, and Shelter Impound fees will become restitution in the upcoming trial and the county should recover these costs.

Due to the unexpected burden of this case, I am requesting additional funds (Minimum of \$5,300) to supplement existing budget line item # 35010-3003 (Court Related Expenses)

K. Wright

Director of Animal Control

6/04/2025 16:07 GL060

NELSON COUNTY
EXPENDITURE SUMMARY
7/01/2024 - 6/04/2025

PAGE 1

--DETAIL--

--DETAIL--

FUND #-100 General Fund Expenditures

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
12040	***COUNTY ATTORNEY***							
1002	Professional Services	100,000.00	100,000.00	6,909.20	95,369.23	.00	4,630.77	4.63
	COUNTY ATTORNEY	100,000.00	100,000.00	6,909.20	95,369.23	.00	4,630.77	4.63
	GENERAL & FINANCIAL ADMINISTRATION	100,000.00	100,000.00	6,909.20	95,369.23	.00	4,630.77	4.63
	--FUND TOTAL--	100,000.00	100,000.00	6,909.20	95,369.23	.00	4,630.77	4.63

Balance as of 6/04/25: \$4,630.77

June bill for May Services: (9,172.20)

(8,541.43) Overage

Estimated July bill (June Svc) (8,890.75)

(13,432.18) Additional estimated funds for 6/25 GM

Grace Mawyer

From: Wilson, Ben <bwilson@investdavenport.com>
Sent: Wednesday, May 14, 2025 9:08 AM
To: Jennifer Edgell; Grace Mawyer; Jacobson, Paul C.
Cc: Pam Adams; Julie McDaniel; Kooch, Roland; Caplice, Gracie; Wilson, Ben
Subject: RE: [External] RE: Nelson County EDA - payoff of 2024A Bond Anticipation Note

Thank you, Jennifer.

Grace, the differential between what's already been sent and the payoff as of today is \$166.42. Could you please work to send that differential to First National today? We will confirm with VASNAP that the wires are being sent this morning.

2024A BAN Payoff Progression	
Principal	\$1,559,464.15
Accrued Interest (Through May 13, 2025)	3,516.87
Payoff Amount (May 13, 2025)	1,562,981.02
Less: County Funds Previously Sent (COI)	(47,445.42)
Plus: Additional Accrued Interest	166.42
Payoff Amount (May 14, 2025)	1,515,702.02
Less: Wire from VASNAP	(1,515,535.60)
Amount Required from County	\$166.42

Please don't hesitate to reach out with any questions.

Thank you,
Ben

Ben Wilson

Vice President

O: 804-697-2920 (Call/Text)

C: 757-272-2348 (Call Only, No Texting)

bwilson@investdavenport.com

One James Center, 901 East Cary Street
Suite 1100, Richmond, VA 23219



Davenport & Company LLC Member: NYSE | FINRA | SIPC

From: Jennifer Edgell <JenniferEdgell@1stnatbk.com>
Sent: Tuesday, May 13, 2025 22:50
To: Wilson, Ben <bwilson@investdavenport.com>; Grace Mawyer <gmawyer@nelsoncounty.org>; Jacobson, Paul C. <pjacobson@sandsanderson.com>
Cc: Pam Adams <PamAdams@1stnatbk.com>; Julie McDaniel <JulieMcDaniel@1stnatbk.com>
Subject: RE: [External] RE: Nelson County EDA - payoff of 2024A Bond Anticipation Note

BOARD OF
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LINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2025-29
NELSON COUNTY BOARD OF SUPERVISORS
ADOPTION OF THE MOVE SAFELY BLUE RIDGE
COMPREHENSIVE SAFETY ACTION PLAN

WHEREAS, Nelson County is committed to improving roadway safety and reducing fatalities and serious injuries on its transportation network; and

WHEREAS, 173 people were killed or seriously injured in crashes in Nelson County from 2018 to 2022, underscoring the urgent need for coordinated safety improvements; and

WHEREAS, the County has previously committed to the goal of reducing roadway fatalities and serious injuries by 50% by 2045, in alignment with the Virginia Strategic Highway Safety Plan (SHSP); and

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) has developed the Move Safely Blue Ridge Comprehensive Safety Action Plan to identify data-driven strategies, prioritize safety improvements, and guide implementation efforts for enhanced roadway safety; and

WHEREAS, the Move Safely Blue Ridge Comprehensive Safety Action Plan serves as a framework for regional collaboration and supports eligibility for federal funding under the Safe Streets and Roads for All (SS4A) program; and

WHEREAS, adopting this plan reinforces Nelson County's commitment to proactive safety measures, including infrastructure improvements, policy initiatives, and community engagement strategies aimed at preventing roadway fatalities and serious injuries;

NOW, THEREFORE, BE IT RESOLVED, that the Nelson County Board of Supervisors hereby adopts the Move Safely Blue Ridge Comprehensive Safety Action Plan, with the spot specific changes as presented on May 13, 2025, as a guiding document for improving roadway safety in the County; and

BE IT FURTHER RESOLVED, that Nelson County will work collaboratively with local, regional, state, and federal partners to implement the recommendations outlined in the plan, prioritize safety improvements, and seek funding opportunities to support these efforts; and

BE IT FINALLY RESOLVED, that Nelson County reaffirms its commitment to reducing roadway fatalities and serious injuries by 50% by 2045, with the ultimate goal of eliminating traffic deaths and serious injuries entirely.

Approved: June 10, 2025

Attest: _____, Clerk
Nelson County Board of Supervisors

I, Candice W. McGarry, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Board of Supervisors of Nelson County by a vote of _____ to _____, as recorded below, at a meeting held on _____, 2025.

Clerk, Board of County Supervisors

	<u>Aye</u>	<u>Nay</u>
Mr. Harvey	_____	_____
Dr. Ligon	_____	_____
Mr. Parr	_____	_____
Mr. Reed	_____	_____
Mr. Rutherford	_____	_____



move
SAFELY
blue ridge



Nelson County Board of Supervisors Meeting

May 13, 2025

Agenda

- Safe Streets and Roads For All
- Leadership Commitment
- Planning Process
- Emphasis Areas
- High Injury Network
- Public Engagement
- Proposed Solutions
- Next Steps



Safe Streets and Roads for All (SS4A)

move
SAFELY
blue ridge

*...the region's plan to reduce
roadway fatalities and serious
injuries for all road users*





Nelson County's Leadership Commitment



**Halve the total number of
roadway fatalities and serious
injuries by 2045.**

*- Nelson County Board of Supervisors adopted the
resolution on **February 13, 2024***





Planning Process

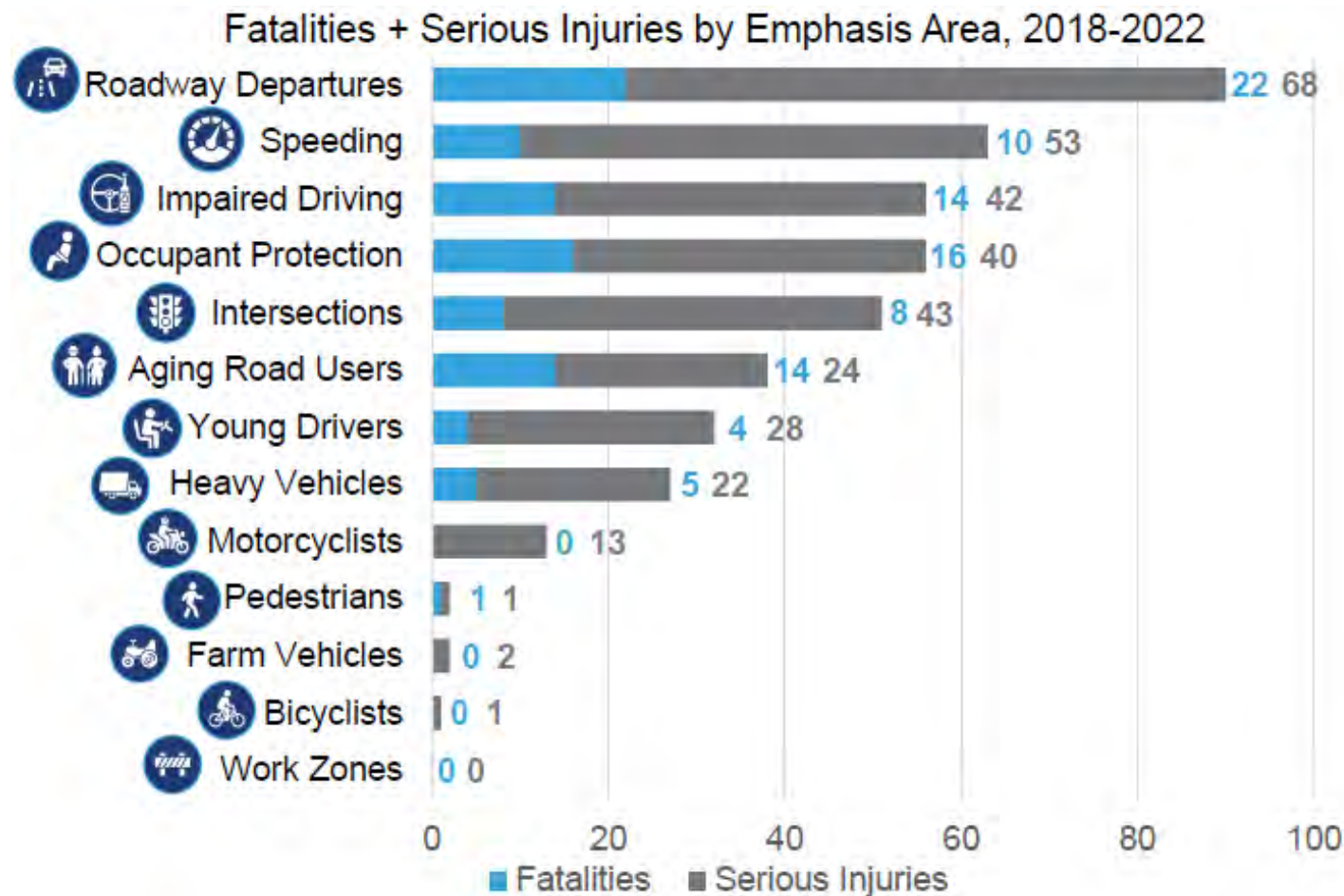
Working Group represented all member jurisdictions, VDOT, and TJPDC





Emphasis Areas

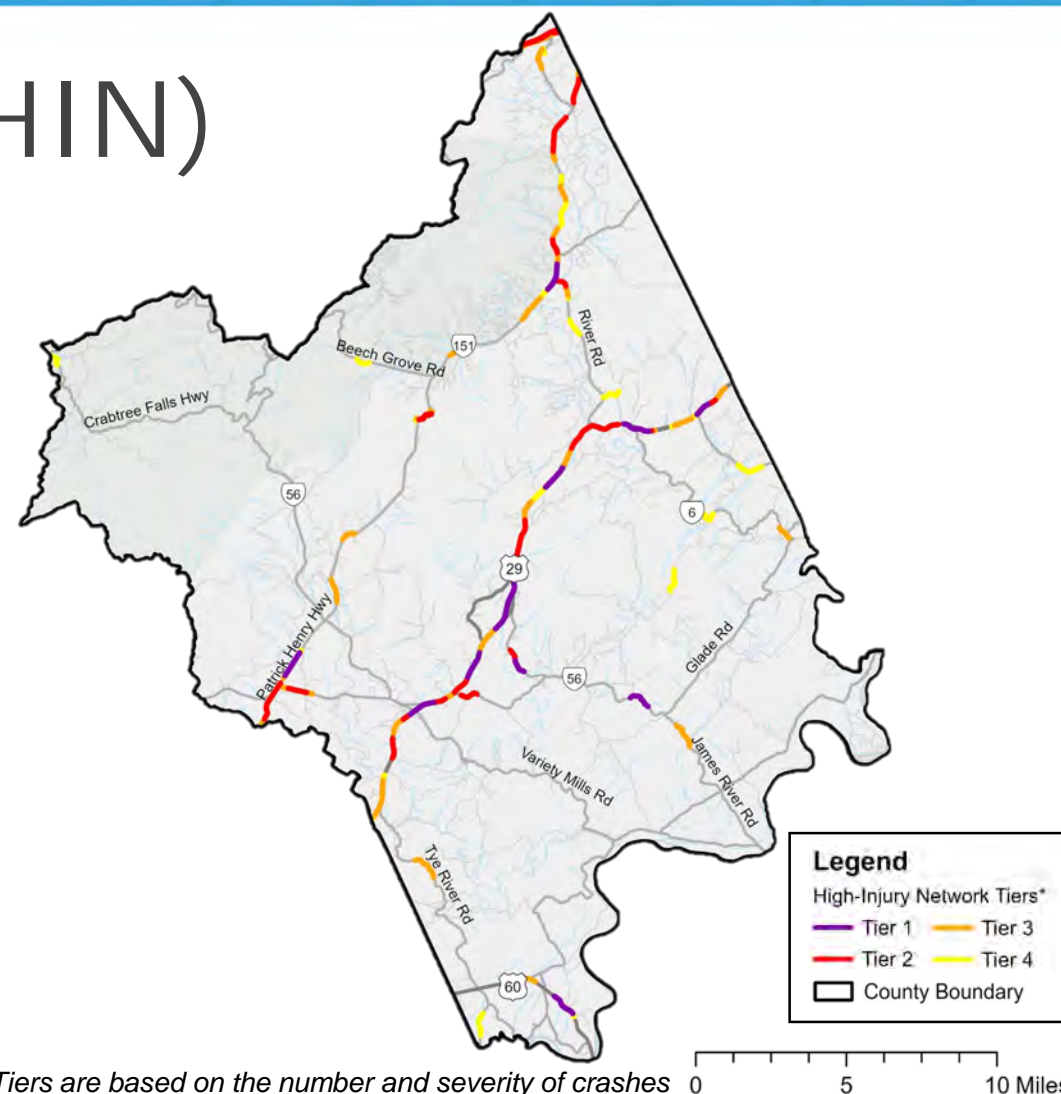
- Factors that contribute to **fatalities** and **serious injuries** or user types that suffer fatalities and serious injuries
- The emphasis areas will inform the identification of **needs** and **potential solutions**





High-Injury Network (HIN)

In Nelson County, 75% of the fatal, serious, and minor injury crashes from 2018 to 2022 occurred on 7% of the roadway mileage.



**Tiers are based on the number and severity of crashes*



Public Engagement

- **Round 1:** Identifying the Region's Values, Issues, and Opportunities
- **Round 2:** Engage on Strategies and Priorities
- **Round 3:** Review Draft Action Plan





Engagement in Nelson County

Round 1

- Regional Safety Summit
- Pop-Up Events
 - Nelson County Pantry Food Distribution
 - Village of Lovingsston Farmers' Market
- Public Meeting at the Nelson Center

Round 2

- Pop-Up Events
 - Sherriff's Listening Session
 - First Responders 5K Race
 - Unity in Community Meeting
- Farmers and Ranchers Roundtable



Spot Improvements

Project ID	Location	Countermeasure
N-1	US 29 & Tye Brook Hwy	<ul style="list-style-type: none"> Reroute all side street movements with a right turn and a U-turn movement at a median opening. Install median opening for U-turn between Route 655 and Tye Brook Hwy.
N-2	Route 151 & Lowesville Rd	<ul style="list-style-type: none"> Improve advance warning on Lowesville Rd Improve sight distance by clearing trees
N-3	US 29 in Colleen	<ul style="list-style-type: none"> Improve pavement markings in the crossovers Conduct a speed study to create a reduced speed limit zone Extend turn lane onto Colleen Rd Implement access management measures to reduce conflicts
N-4	US 29 through Lovington	<ul style="list-style-type: none"> Install pedestrian safety infrastructure at Main St intersection, including sidewalk on the north of Main Street and add intersection warning conflict signs or update pedestrian signage Modify the intersection at Northside Ln to only allow southbound US 29 left, and right-in and right-out at US 29 / Northside Ln intersection (remove northbound U-turn and westbound left-turn) Conduct a speed study to extend the reduced speed limit zone and include curb and gutter
N-5	US 29 & Route 6	<ul style="list-style-type: none"> Offset left-turn lane off US 29 northbound to provide better sight distance Consider Tidbit Trail as an alternative route for turning movements Conduct a speed study to reduce speed limits on US 29

Systemic Improvements

Edgeline Treatment

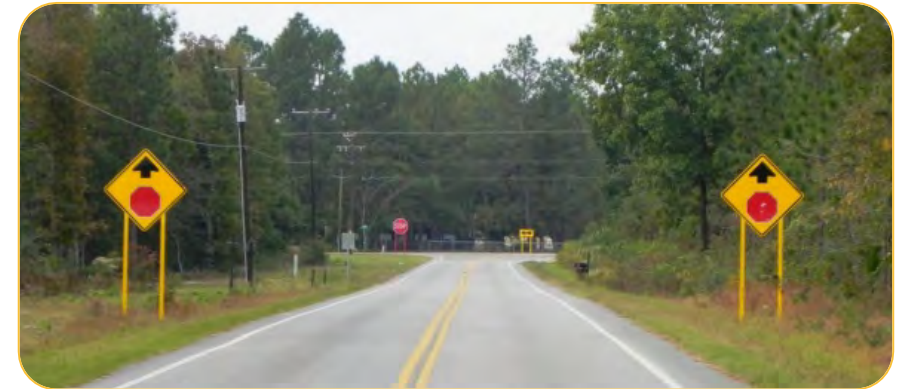
- Applicable Emphasis Areas: Roadway Departures, Distracted Driving

Install Centerline Rumble Strips

- Applicable Emphasis Areas: Roadway Departures, Distracted Driving

Advance Warning Signs & Pavement Marking

- Applicable Emphasis Area: Intersections



***Candidate Nelson County locations
documented in the Safety Action Plan***



Policies and Programs

Categories

- Design Improvement Policies
- Education and Engagement Programs
- Implementation Support Programs
- Implementation Support Policies

Example Solutions

- Update Appropriate Speed Limits for All Road Users
- Farm Zone Educational Campaign
- Add Red Light Cameras at Intersections
- High Visibility Saturation Patrol for Impaired Driving





Next Steps

Funding Opportunities

- SS4A Implementation Funding
- SMART SCALE
- Highway Safety Improvement Program (HSIP)
- Revenue Sharing

Monitoring

- Annual update of crash data on the Move Safely Blue Ridge website

Thank You

TJPDC Contact Information

Gorjan Gjorgjievski: gorjang@tjpdc.org

www.movesafelyblueridge.com



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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 R2025-39
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF BERKLEY GROUP WORK ORDER AMENDMENT 5
ADDITION AN OVERLAY DISTRICT FOR THE 151 CORRIDOR

BE IT RESOLVED, that the Nelson County Board of Supervisors hereby approves Berkley Group Work Order Amendment 5 in the amount of \$2,410.00 to add an Overlay District for the Route 151 Corridor to the zoning and subdivision ordinance update scope of work.

Approved: June 10, 2025

Attest: _____, Clerk
Nelson County Board of Supervisors



May 1, 2025

Ms. Dylan Bishop
Director, Planning & Zoning
P.O. Box 558
Lovington, VA 22949

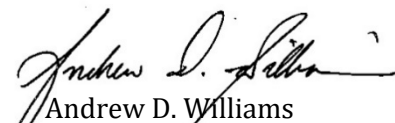
**RE: Comprehensive Plan Update and Recommendations for Zoning and Subdivision
Ordinance Amendments RFP21-PZ01 Scope of Work
Amendment 5: Overlay District for the 151 Corridor**

Dear Ms. Bishop:

We are pleased to present this amendment to the Comprehensive Plan Update scope of work. This amendment will add a Route 151 Overlay Corridor to the zoning and subdivision ordinance update.

Should you or your staff have any questions related to the amendment and associated fee, please let me know.

Sincerely,



Andrew D. Williams
Chief Executive Officer

I have reviewed the scope and fee for the associated work order and I hereby give the consultant notice to proceed for the work described herein.

Ms. Dylan Bishop, Director of Planning

Date

SCOPE OF WORK

Deliverables:

The Scope of Work will result in the following:

1. The County will receive draft text for an overlay district for the Route 151 Corridor. This text will be incorporated into the draft ordinance. The final version will be submitted in digital (.pdf) and word (.docx) format to the County as part of the full Zoning and Subdivision Ordinance.

Assumptions:

The specific tasks required as part of this scope of work will total \$2,410.00. The following assumptions shall apply:

1. **Overlay District Text:** The text will be drafted using benchmark localities and similar standards and layout to the proposed Village Overlay and Route 29 Corridor Overlay.
2. **Comments & Revisions:** One (1) round of revisions is anticipated with County staff, Planning Commission, and Board of Supervisors after review and discussion at a joint work session. Revisions associated with iterative reviews will require an additional fee, based on the hourly rates of those conducting the work.
3. **Work Sessions & Public Hearings:** No additional Planning Commission and/or Board of Supervisor work sessions or hearings are scoped with this project. It is assumed that the drafted material will be integrated into the draft ordinance and discussed during previously scoped work sessions and public hearings. Berkley Group can add work sessions for an additional fee.
4. **Graphics:** No illustrations relating to the overlay are associated with this scope but can be added as an optional service.
5. **Optional Services:** Optional services may be added with written authorization from the locality and subject to the following assumptions:
 - A. **Illustrations:** Basic illustrations by Berkley Group would be integrated into the draft text.
 - B. **Additional Work Session / Meeting / Public Hearing**

Schedule:

Berkley Group proposes to perform the tasks included in this Work Order within the current scoped schedule. This schedule is predicated on the assistance of County staff in providing timely documentation, guidance, and scheduling of necessary meetings.

If the work order is not signed and work commenced within 30 days, the proposed fee and schedule expires, and Berkley Group may propose a new fee and schedule.

From: [Candy McGarry](#)
To: [Amanda Spivey](#)
Subject: FW: Project Bids and Next Steps
Date: Tuesday, June 3, 2025 11:50:03 AM

Amanda,

Please include Martin Kumer's email below in the BOS Packets. Thanks!

From: Anderson, Marce B. [mailto:andersonm@acrj.org]
Sent: Tuesday, June 3, 2025 11:21 AM
To: Anderson, Marce B. <andersonm@acrj.org>; Ashley R. Marshall <marshalla@charlottesville.gov>; Brian Pinkston <pinkstonb@charlottesville.gov>; Candy McGarry <CMcGarry@nelsoncounty.org>; Chan Bryant <cbryant2@albemarle.org>; David Brown <dbrowndc@gmail.com>; David Pastors <davepastors@msn.com>; Diantha McKeel <dmckeel@albemarle.org>; James Brown <brownja@charlottesville.org>; Jesse Rutherford <jrutherford@nelsoncounty.org>; Kaki Dimock <kdimock@albemarle.org>; Mark Embrey <membrey@nelsoncounty.org>
Cc: Brendan Hefty <Brendan@heftywiley.com>; Ann Shawver <ann@annharrityshawver.com>
Subject: FW: Project Bids and Next Steps

Good morning,

Please see the correspondence below from Colonel Kumer.

Thank you,

From: Kumer, Martin <kumerm@acrj.org>
Sent: Tuesday, June 3, 2025 11:16 AM
To: Anderson, Marce B. <andersonm@acrj.org>
Subject: Project Bids and Next Steps

To all,

On Friday, May 30, we received and opened all of the bids for the Jail renovation. We received five bids out of the six pre-qualified bidders. The bids ranged from the lowest \$54 million to the highest \$77 million. The estimated construction costs, actual cost to build minus all of the soft costs, design, engineering, permits, construction management etc, was \$39 million.

Since the bids exceeded the estimate it was necessary to postpone the funding requests to each of the three member jurisdictions until such time that the project can be brought to within the original estimate through negotiation and reduction in scope.

Next steps:

- 1) Monday afternoon, June 2, Jail Staff and representatives from Downey and Scott, Moseley Architects and English Construction, the apparent low bidder, met to discuss the bid. During the meeting we discussed the impact of the unpredictability of the current economy and supply chain (tariffs) and its impact on the bid. In addition, we discussed ways to reduce the scope of work and use value engineering. The intent is to the project within budget while preserving the core components of the project, such as focusing on inmate housing in the original 1975 portion, HVAC, visitation area, ADA compliance, mental health housing and complying with the updated building codes to the degree possible.
- 2) Today, Tuesday, June 3, All of the bids are available on the our website <https://www.acrj.org/renovationproject>
- 3) Friday, June 6, we are scheduled to receive a new budget estimate based on the reduced scope with the above criteria in mind.
- 4) Monday, June 9, I will reach out to each of the three jurisdictions governing bodies to reschedule the final request for funding presentation. The City is tentatively rescheduled for June 16.
- 5) Thursday, June 12, I will present the revised scope of work to the Board with a revised cost estimate on the reduced scope of work and the cost to complete the remaining original scope of work as a future option.

Please feel free to forward or refer anyone to this email or they can reach out to me individually if there are any questions..

Sincerely,

Colonel Martin Kumer
Superintendent
Albemarle Charlottesville Regional Jail
160 Peregrine Lane,
Charlottesville, Virginia 22902
Desk: 434-962-3015
Cell: 434-962-3015
Fax: 434-951-1339

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 R2025-40
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION APPROVING LEASE FINANCING OF
COUNTY BUILDING CAPITAL IMPROVEMENTS

WHEREAS, the Board of Supervisors (the "**Board**") of Nelson County, Virginia (the "**County**") has determined that a true and very real need exists for the acquisition, design, improvement, expansion, renovation, construction and equipping of land and facilities for County governmental purposes, including specifically department of social services offices and other County uses including public meeting space (the "**Project**") on certain real estate (the "**Real Estate**") owned by the County, described in the Prime Lease and Local Lease Acquisition Agreement and Financing Lease (each as hereinafter defined); and

WHEREAS, the Board has the power to acquire by lease real property and personal property consisting of the Real Estate and the Project, as may be required by VRA (as defined below) for financing of the Project, all as further described in the Local Lease Acquisition Agreement and Financing Lease (**together, the "Leased Property"**); and

WHEREAS, the Leased Property, including the Project, is essential to the governmental functions of the County and the Board reasonably expects the Leased Property, including the Project, to be essential to the governmental functions of the County for a period not less than the terms of the Prime Lease (as defined below) and the Local Lease Acquisition Agreement and Financing Lease; and

WHEREAS, the Board has previously entered into financing arrangements with the Economic Development Authority of Nelson County, Virginia (the "**Authority**") for the Authority's issuance of its \$1,700,000 Maximum Principal Amount Lease Revenue Bond Anticipation Note, Series 2024B dated as of April 26, 2024 (the "**2024B Note**") to finance certain costs of the Project and intends to prepay such 2024B Note from certain proceeds of the Lease Obligations (as defined below); and

WHEREAS, to assist in providing financing of the Project, the Virginia Resources Authority ("**VRA**") intends to (a) issue its Series 2025 VRA Summer Pool Bonds (as more particularly defined in the below defined **Local Lease Acquisition Agreement and Financing Lease, the "VRA Bonds"**) and, subject to VRA credit approval, to make available a portion of the proceeds to the County to finance all or a portion of the costs of the Project in the amount of approximately \$9,000,000 or such other amount as requested by the County in writing and approved by VRA prior to the VRA Sale Date, as defined below (the "**Proceeds Requested**"); (b) acquire a leasehold interest in the Leased Property pursuant to the terms of the Prime Lease; and (c) lease the Leased Property to the County pursuant to the terms of the Local Lease Acquisition Agreement and Financing Lease (**collectively, the "Lease Obligations"**); and

WHEREAS, the County has submitted its application to VRA to finance the Project and to undertake the Lease Obligations; and

WHEREAS, VRA has advised the County that the sale date of the VRA Bonds is expected to be July 22, 2025, but may occur, subject to market conditions, at any time between July 15 and August 15, 2025 (**the “VRA Sale Date”**), and that VRA’s objective is to pay the County an amount which, in VRA’s judgment, reflects the market value of the Lease Obligations under the Local Lease Acquisition Agreement and Financing Lease (**the “Purchase Price Objective”**), taking into consideration such factors as the purchase price received by VRA for the VRA Bonds, the underwriters’ discount and other issuance costs of the VRA Bonds, and other market conditions relating to the sale of the VRA Bonds; and

WHEREAS, such factors may result in the County receiving an amount other than the par amount of the aggregate principal components of the Lease Obligations under the Local Lease Acquisition Agreement and Financing Lease and consequently the aggregate principal components of the Lease Obligations under the Local Lease Acquisition Agreement and Financing Lease may be greater than the Proceeds Requested in order to receive an amount of proceeds that is not less than the Proceeds Requested;

WHEREAS, the Local Lease Acquisition Agreement and Financing Lease shall provide that the aggregate total principal components of Lease Obligations and the interest component of the Lease Obligations will not exceed the parameters set forth herein; and

WHEREAS, there have been presented to this meeting drafts of the following documents (**together, the “Basic Documents”**) in connection with the transactions described above, copies of which shall be filed with the records of the Board:

- A. Prime Lease, between the County and VRA, dated as of June 13, 2025 conveying certain interests in the Leased Property to VRA (**the “Prime Lease”**);
- B. Local Lease Acquisition Agreement and Financing Lease, between the County and VRA, dated as of June 13, 2025 (i) providing for a portion of the proceeds of the sale of the VRA Bonds to be provided by VRA to the County and (ii) conveying to the County a leasehold interest in the Leased Property (**the “Local Lease Acquisition Agreement and Financing Lease”**); and
- C. Leasehold Deed of Trust and Security Agreement, between VRA and certain deed of trust trustees to be named therein, dated as of June 13, 2025 regarding VRA’s leasehold interest in the Leased Property (**the “Leasehold Deed of Trust”**).

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. It is hereby found and determined that the terms of the Basic Documents in the respective forms presented to this meeting and incorporated in this Resolution are in the best interests of the County for the acquisition, design, improvement, expansion, renovation, construction and equipping of the Project.

2. The Basic Documents and related financing documents are hereby approved in substantially the respective forms presented to this meeting. The Chairman, Vice Chairman, County Administrator and any officer of the Board who shall have power generally to execute contracts on behalf of the Board be, and each of them hereby is, authorized to execute, acknowledge, consent to and deliver, as appropriate, the Basic Documents and any other related financing documents, with any changes, insertions and omissions therein as may be approved by the individuals executing them, such approval to be conclusively evidenced by the execution and delivery thereof. The actions of the Chairman, the Vice Chairman and the County Administrator, each of whom is authorized to act, shall be conclusive, and no further action shall be necessary on the part of the County.

The final pricing terms of the Local Lease Acquisition Agreement and Financing Lease will be determined by VRA, subject to VRA's Purchase Price Objective and market conditions described in the Recitals hereof; provided, however that (i) the Lease Obligations shall be composed of principal components having a maximum aggregate principal amount of not to exceed \$9,450,000 (the **"Maximum Authorized Principal Amount"**) and interest components with a maximum interest rate of 5.50% per annum (exclusive of "supplemental interest" as provided in the Local Lease Acquisition Agreement and Financing Lease) and (ii) the Lease Obligations shall be payable over a term expiring not later than December 31, 2055. Subject to the preceding terms, the Board further authorizes VRA to determine the aggregate total of principal and interest components of the Lease Obligations, establish a schedule of Lease Obligations including the dates and amounts and the optional and extraordinary prepayment provisions, if any, of the Lease Obligations, all in accordance with the provisions hereof. The term of the Prime Lease shall not be more than five years longer than the term of the Local Lease Acquisition Agreement and Financing Lease; such term is intended to provide security to VRA in the event of default or non-appropriation by the County, all as more fully set forth in the Local Lease Acquisition Agreement and Financing Lease (or any supplement thereto).

Given the Purchase Price Objective and market conditions, it may become necessary to enter into the Local Lease Acquisition Agreement and Financing Lease with aggregate principal components of the Lease Obligations greater than the Proceeds Requested. If the limitation on the maximum aggregate principal components of Lease Obligations on the Local Lease Acquisition Agreement and Financing Lease set forth in this Section 2 restricts VRA's ability to generate the Proceeds Requested, the Local Lease Acquisition Agreement and Financing Lease may be entered into for an amount less than the Proceeds Requested.

The Chairman, the Vice Chairman, the County Administrator, or any of them and such other officer or officers of the County as either may designate are hereby authorized and directed to enter into the Local Lease Acquisition Agreement and Financing Lease and the Prime Lease.

As set forth in the Local Lease Acquisition Agreement and Financing Lease, the County agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish any VRA Reserve (as defined in the Local Lease Acquisition Agreement and Financing Lease).

Rental Payments (as defined in the Local Lease Acquisition Agreement and Financing Lease) due under the Local Lease Acquisition Agreement and Financing Lease shall be payable in lawful money of the United States of America and otherwise comply with the terms set forth in the Local Lease Acquisition Agreement and Financing Lease. The County may, at its option, prepay the principal components of Rental Payments upon the terms set forth in the Local Lease Acquisition Agreement and Financing Lease.

3. The same officers of the Board, and the County Administrator and the County Attorney be, and each of them hereby is, authorized and directed to take all actions and procure, execute and deliver any and all other agreements, financing statements, papers, instruments, title insurance policies, real property surveys and inspections, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out the purposes and intent of this resolution, the Basic Documents, including the final selection of property to be utilized as the Leased Property as may be required by VRA prior to the recording of the Local Lease Acquisition and Financing Lease and causing the redemption and prepayment in full of the 2024B Note. The same officers are authorized and directed to work with the County's bond counsel, Sands Anderson PC, and representatives of VRA, including without limitation McGuireWoods LLP, Bond Counsel to VRA, to perform all services and prepare all documentation necessary or appropriate for the execution, delivery and recording, as appropriate, of the Basic Documents.

4. The County represents and covenants that it shall not take or omit to take any action the taking or omission of which would (a) cause the VRA Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (**the “Code”**) or (b) otherwise cause interest on any VRA Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require it at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the VRA Bonds. The County shall pay any such required rebate from legally available funds.

5. The County covenants that it shall not permit any proceeds derived from the Lease Obligations to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the County’s use of the Project, (b) 5% or more of such proceeds being used with respect to any “output facility” (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that compliance with any such covenant is not required or is no longer required in order to prevent the interest on the VRA Bonds from being includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law, the County need not comply with such covenant to the extent provided in such opinion.

6. Such officers of the County as may be requested are authorized and directed to execute and deliver a tax compliance agreement in relation to the Lease Obligations (**the “Tax Compliance Agreement”**) in the form approved by the Chairman or Vice Chairman of the Board or the County Administrator, or any of them, in collaboration with the County’s bond counsel, with such completions, omissions, insertions and changes as may be approved by the officers of the County executing such Tax Compliance Agreement, whose approval shall be evidenced conclusively by the execution and delivery thereof.

7. The undertaking by the County under the Local Lease Acquisition Agreement and Financing Lease to make Rental Payments and any other payments due under the Lease Obligations shall be a limited obligation of the County, payable solely from funds to be appropriated by the Board from time to time for such purpose and shall not constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit of the County beyond any fiscal year for which the Board has lawfully appropriated from time to time. Nothing herein or in the Lease Obligations shall constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit or taxing power of the County.

8. The Board believes that funds sufficient to make payment of all amounts payable under the Lease Obligations can be obtained. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the Board hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future Boards do likewise during the term of the Lease Obligations. The Board directs the County Administrator, or such other officer who may be charged with the responsibility for preparing the County’s annual budget, to include in the budget request for each fiscal year during the term of the Lease Obligations an amount sufficient to pay all amounts coming due under the Lease Obligations during such fiscal year. As soon as practicable after the submission of the County’s annual budget to the Board, the County Administrator is authorized and directed to deliver to VRA evidence that a request for an amount sufficient to make the payment of all amounts payable under the Lease Obligations has been made. Throughout the term of the Lease Obligations, the County Administrator shall deliver to VRA within 30 days after the adoption of the budget for each fiscal year, but not later than July 1, a certificate stating whether an amount equal to the Rental Payments and any other amounts due under the Lease Obligations which will be due during the next fiscal year has been appropriated by the Board in such budget. If at any time during any fiscal year of the County, the amount appropriated in the County’s annual budget in any such fiscal year is insufficient to pay when due the amounts payable under the Lease Obligations, the Board directs the

County Administrator, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to submit to the Board at the next scheduled meeting, or as promptly as practicable but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

9. The County authorizes and consents to the inclusion of information with respect to the County to be contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds, a portion of the proceeds of which will be used to purchase the Lease Obligations. If appropriate, such disclosure documents shall be distributed in such manner and at such times as the Chairman of the Board, the Vice Chairman of the Board or the County Administrator, each of whom is authorized to act, shall determine. The Chairman of the Board, the Vice Chairman of the Board or the County Administrator, each of whom is authorized to act, are authorized and directed to take whatever actions are necessary and/or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

10. The recitals to this resolution are hereby incorporated by reference and are declared to be findings of the Board in connection with its decision to finance the Project.

11. The Board hereby determines that it is in the best interests of the County to authorize the County Treasurer to participate in the Virginia State Non-Arbitrage Program in connection with the Lease Obligations if requested by VRA.

12. Nothing in this Resolution, the Basic Documents or other related documents shall constitute a debt or a pledge of the faith and credit of the County, and the County shall not be obligated to make any payments under the Basic Documents except from funds that may be appropriated by the Board.

13. All acts of the officers, agents and representatives of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the leasing of the Leased Property by the County to finance the Project and the redemption and prepayment in full of the 2024B Note are hereby approved, ratified and confirmed.

14. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto, to record such document where appropriate and to pay from County funds all appropriate recording fees, taxes and related charges.

15. This Resolution shall be effective immediately upon its adoption.

Approved: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Nelson, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on June 10, 2025, by the Board of Supervisors with the following votes:

Aye:

Nay:

Abstentions:

Absent:

Signed this ____ day of _____, 2025.

By: _____
Clerk, Board of Supervisors

Prepared by:
T.W. Bruno
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219

Tax Parcel Nos: # 58-A-36 and # 58-A-37

PRIME LEASE

THIS PRIME LEASE IS EXEMPT FROM RECORDING TAXES UNDER SECTIONS 58.1-811(A)(3) AND 17.1-266 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED

This **PRIME LEASE** (as amended, modified, extended, restated or supplemented from time to time, this "Prime Lease") is dated as of June 13, 2025 (the "Effective Date"), and is a deed of lease made between the COUNTY OF NELSON, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "Local Government"), as lessor, and the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), as lessee.

RECITALS

A. VRA desires to acquire, and the Local Government desires to convey to VRA, a leasehold interest in certain real estate described in Exhibit A (the "Real Estate") and the Improvements (as defined in the hereinafter defined Financing Lease) in order to assist the Local Government with financing the Project (as defined in the Financing Lease).

B. The Local Government is authorized pursuant to Section 15.2-1800 of the Code of Virginia of 1950, as amended (the "Code"), to lease the Real Estate and the Improvements (collectively, as more particularly described in the Financing Lease, the "Leased Property") to VRA.

C. VRA will lease the Leased Property back to the Local Government pursuant to a Local Lease Acquisition Agreement and Financing Lease dated as of June 13, 2025 (as amended, modified, extended, restated or supplemented from time to time, the "Financing Lease"), between the Local Government and VRA.

NOW THEREFORE, parties agree as follows:

1. Lease of Leased Property. The Local Government hereby demises and leases to VRA, and VRA hereby leases from the Local Government, the Leased Property, upon the terms and conditions hereinafter set forth.

2. Definitions. Each capitalized term used and not otherwise defined herein has the same meaning given to it in the Financing Lease, unless the context requires otherwise.

3. Term. The term of this Prime Lease commences on the Effective Date and ends on October 1, 2055, unless such term is sooner terminated or relinquished as hereinafter provided.

4. Rental. VRA shall pay to the Local Government rent hereunder in the amount of \$5.00. The Local Government hereby acknowledges receipt and sufficiency of the rental payment.

5. VRA's Use of the Leased Property. VRA shall use the Leased Property solely for the purpose of assisting the Local Government with the financing of the Project as well as for such purposes as may be incidental and necessary thereto, as provided in and subject to the terms of the Financing Lease.

6. Owner of Leased Property. The Local Government hereby represents and warrants that it is the owner of a fee simple interest in and to the Leased Property.

7. Assignment and Sublease; Encumbrances.

(a) VRA shall not sell, mortgage, pledge, assign or encumber its rights under this Prime Lease or sublet the Leased Property except in accordance with the terms of the Financing Lease.

(b) The Local Government agrees that, as long as any of the Rental Payments under the Financing Lease remain unpaid, except as specifically provided for herein or in the Financing Lease, the union of the interests of the Local Government and VRA shall not result in a merger of this Prime Lease and the fee interest in the Leased Property.

8. Termination. Upon the Local Government's satisfaction of all of the Rental Payments under the Financing Lease, this Prime Lease shall automatically be assigned to the Local Government and shall be terminated through merger of the leasehold interest with the fee simple interest. VRA shall, upon the earlier of such assignment and termination or the expiration of the term hereunder, surrender the Leased Property to the Local Government. Any Improvements existing upon the Real Estate at the time of termination of this Prime Lease shall remain thereon, and VRA shall have no interest therein, and such Improvements shall be free of any encumbrance imposed by VRA pursuant to or in connection with this Prime Lease or the Financing Lease at the time of such termination. Upon request by the Local Government, VRA shall execute and deliver to the Local Government an appropriate instrument assigning, transferring and conveying to the Local Government all of VRA's right, title and interest in this Prime Lease and the Leased Property free from any lien or security interest that was granted by VRA, but without other warranties, and shall enter into an appropriate instrument terminating this Prime Lease.

9. Default. The Local Government acknowledges that, upon an Event of Default or Event of Non-Appropriation, VRA and the Trustee are each entitled to exercise any and all remedies available under the Financing Lease and the Indenture, including possession of any or all of the Leased Property for the remainder of the term of this Prime Lease, subleasing any or all of the Leased Property or selling VRA's interest in any or all of the Leased Property. Notwithstanding the foregoing, if VRA or its assigns or sublessees shall receive a payment for the sale of its interest or total rental payments from the sublease that are, after payment of related expenses, in excess of all amounts due under the Financing Lease applicable at the time of the occurrence of an Event of Default or Event of Non-Appropriation, such excess shall be paid to the Local Government by VRA or its assigns or its sublessee.

The Local Government shall not exclude VRA or the Trustee, or both, from the Leased Property, take possession of the Leased Property (other than pursuant to the Financing Lease) or terminate this Prime Lease prior to the expiration of its term for any reason.

10. Quiet Enjoyment. Subject to Section 12 hereof, VRA shall have, hold and enjoy peaceably and quietly all of the Leased Property.

11. Further Assurances. The Local Government shall, to the fullest extent permitted by law, pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights of VRA under this Prime Lease, or as may be required to carry out the purposes of this Prime Lease. The Local Government shall, to the fullest extent permitted by law, defend, preserve and protect all rights of VRA under this Prime Lease against all claims and demands of all persons.

12. Leaseback to Local Government. Contemporaneously with the execution of this Prime Lease, VRA and the Local Government shall execute, and the Local Government shall deliver to VRA, the executed Financing Lease whereby VRA will lease back to the Local Government, and the Local Government will lease back from VRA, the Leased Property, in accordance with the terms thereof. Title to the Leased Property shall be deemed to remain in the Local Government at all times, subject to the leasehold interest of VRA.

13. Severability. If any clause, provision or section of this Prime Lease is held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remaining clauses, provisions and sections, and this Prime Lease shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. If any agreement or obligation contained in this Prime Lease is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Local Government or VRA, as the case may be, only to the extent permitted by law.

14. Notices. All notices or other communications given under this Prime Lease shall be delivered in accordance with the Financing Lease.

15. Counterparts. This Prime Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

16. Successors. This Prime Lease shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

17. Applicable Law. This Prime Lease shall be governed by the applicable laws of the Commonwealth of Virginia.

18. Headings. The headings of the several sections of this Prime Lease are inserted for convenience only and do not comprise a part of this Prime Lease.

19. No Partnership. Nothing in this Prime Lease shall be construed as making any party a partner or joint venturer with any other party.

20. Amendments. This Prime Lease may not be amended except by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the Local Government and VRA are signing this Prime Lease as of the day and year first above written.

[SEAL]

COUNTY OF NELSON, VIRGINIA

By: _____
Ernie Reed
Chair, Board of Supervisors

ATTEST:

Candice W. McGarry
Clerk, Board of Supervisors

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF NELSON) to-wit:

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this ____ day of _____ 2025, by Ernie Reed, as the Chair of the Board of Supervisors of the County of Nelson, Virginia, on behalf thereof.

My commission expires: _____

[SEAL]

Notary Public
Registration No. _____

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF NELSON) to-wit:

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this ____ day of _____ 2025, by Candice W. McGarry, as the Clerk of the Board of Supervisors of the County of Nelson, Virginia, on behalf thereof.

My commission expires: _____

[SEAL]

Notary Public
Registration No. _____

[SEAL]

VIRGINIA RESOURCES AUTHORITY

By: _____
Shawn B. Crumlish, Executive Director

COMMONWEALTH OF VIRGINIA)
)
CITY OF RICHMOND) to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Shawn B. Crumlish, as Executive Director of Virginia Resources Authority, on behalf thereof.

My commission expires: _____

Registration No.: _____

[SEAL]

Notary Public

EXHIBIT A

DESCRIPTION OF REAL ESTATE

LEGAL DESCRIPTION

Tax Map # 58-A-36

All that certain lot or parcel of land, together with all buildings and improvements thereon, rights, privileges and appurtenances thereto or anywise appertaining, including the joint use of a 40 foot wide road leading to State Highway #1101, and subject to the rights and easements hereinafter described, lying in the Lovingston Magisterial District of Nelson County, Virginia, in Lovingston, near the intersection of U.S. Highway #29 and State Highway #1101, adjoining the land now or formerly owned by Nelson County Farm Supply, Inc., and Georg G Peverill, Jr., et al., and being more particularly described as follows:

BEGINNING at a point in the northeast corner of the 1.03 Peverill lot and along the Peverill boundary line to the right-of-way to U.S. Highway #29, a distance of 200.6 feet; thence along U.S. Highway #29 in a northeasterly direction a distance of 50 feet; thence leaving said highway in a southeasterly direction parallel with the Peverill boundary line a distance of 200.6 feet to the center line of the aforesaid 40-foot wide right-of-way; thence with said right-of-way and in a southwesterly direction and parallel with U.S. Highway #29 a distance of 50 feet to the point of BEGINNING.

Being the same property conveyed to Joe Lee McClellan, Inc., a Virginia Corporation, by deed from Fisher Auto Parts, Inc., a Virginia Corporation, successor by name change, Coiner Parts Company, Inc., dated January 5, 2006, and recorded January 12, 2006, in the Clerk's Office of the Circuit Court of Nelson County, Virginia, as Instrument Number 060000132.

LEGAL DESCRIPTION

Tax Map # 58-A-37

All that certain lot or parcel of land containing 1.03 acres, more or less, together with all buildings and improvements thereon and appurtenances thereunto belonging, lying in the Lovingston District of Nelson County, at the Intersection of U.S. Highway 29 and State Highway 1001, and bounded by the said two roads, being more particularly shown and described on a plat thereof made by Paul M. Sanders, D.L.S., dated October 10, 1969, of record in the Clerk's office of the Circuit Court of Nelson County, Virginia, in Deed Book 117, Page 446.

Being the same property conveyed to Joe Lee McClellan, Inc., a Virginia Corporation, by deed from Warren L. Bryant dated April 18, 2005, recorded April 25, 2005, in the aforesaid Clerk's Office as Instrument Number 050001956.

Prepared by:
T.W. Bruno
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219

Tax Parcel Nos: # 58-A-36 and # 58-A-37

**LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

**THIS CREDIT LINE DEED OF TRUST IS EXEMPT FROM RECORDING TAXES
UNDER SECTIONS 62.1-219 AND 17.1-266 OF THE CODE OF VIRGINIA AS OF 1950,
AS AMENDED AND THE MAXIMUM PRINCIPAL AMOUNT SECURED HEREBY IS**
\$_____.

This **LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (as amended, modified, extended, restated or supplemented from time to time, this "Deed of Trust"), is dated as of June 13, 2025, and is made by the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia ("Grantor" for indexing purposes and "VRA" for reference herein), to MONIQUE L. GREEN, a resident of the County of Chesterfield, Virginia, and MELODY M. SCOTT, a resident of the County of Henrico, Virginia, as trustees, either of whom may act and each of whom have a business address of Three James Center, 1051 East Cary Street, Suite 600, Richmond, Virginia 23219, Attention: Corporate Trust Services (whether one or many, "Grantee" for indexing purposes and the "Deed of Trust Trustee" for reference herein), for the benefit of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee under the Indenture (as defined below), the beneficiary hereunder, whose address is Three James Center, 1051 East Cary Street, Suite 600, Richmond, Virginia 23219, Attention: Corporate Trust Services ("Grantee" for indexing purposes and, together with its successors and assigns, the "Indenture Trustee" for reference herein).

RECITALS

A. VRA and the County of Nelson, Virginia (the "County") have entered into that certain Prime Lease dated as of June 13, 2025, and recorded in the Office of the Clerk of the Circuit Court for the County (the "Clerk's Office") on even date herewith and prior hereto (as amended, modified, extended, restated or supplemented from time to time, the "Prime Lease"), whereby the County has leased to VRA, and VRA has leased from the County, the real estate described in Exhibit A (the "Real Estate") and the Improvements (as defined in the Financing Lease). Collectively, the Real Estate and the Improvements are referred to herein and more particularly defined in the Financing Lease as the "Leased Property".

B. VRA is issuing a portion of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2025B (the "Related VRA Bonds") to assist the County with financing one or more projects (the "Project") as described in that certain Local Lease Acquisition Agreement and Financing Lease dated as of June 13, 2025, from VRA as lessor in favor of the County as lessee, and recorded in the Clerk's Office on even date herewith and prior hereto (as amended, modified, extended, restated or supplemented from time to time,

the "Financing Lease"), whereby VRA leased back to the County, and the County leased back from VRA, the Leased Property.

C. The Related VRA Bonds have been and will be issued pursuant to a Master Indenture of Trust dated as of December 1, 2003, as previously supplemented and amended and as further supplemented by a Sixty-First Supplemental Series Indenture of Trust dated as of August 1, 2025 (collectively and as the same may be further supplemented and amended from time to time, the "Indenture"), both between VRA and the Indenture Trustee. Under the Indenture, the Related VRA Bonds are secured equally and ratably with all other outstanding bonds and bonds issued in the future (collectively with the Related VRA Bonds, the "Bonds") upon the terms and conditions set forth in the Indenture. Under the Indenture, VRA has agreed to grant, convey and/or assign to the Indenture Trustee and/or the Deed of Trust Trustee, as security for the Bonds, all of its right, title and interest in and to the Prime Lease and the Financing Lease (collectively, the "Leases"), subject to the terms of the Indenture (including the right and license described in Section 2(b) below).

D. Unless otherwise defined, each capitalized term used herein has the same meaning given it in the Financing Lease.

NOW, THEREFORE, to secure the payment of the Bonds and performance of VRA's obligations under this Deed of Trust, the Bonds, the Indenture, the Leases and in all other instruments securing the Bonds (collectively, the "Obligations"), if any, that may now or hereafter become owing from VRA to the Indenture Trustee, and in consideration of One Dollar (\$1.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, VRA does hereby irrevocably grant, convey and assign, with special warranty of title, power of sale and right of entry and possession, unto the Deed of Trust Trustee, its successors and assigns forever, all right, title and interest which VRA now has or may hereafter acquire in and to the Property (as hereinafter defined), in trust for the benefit of the Indenture Trustee.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be conveyed and assigned, to the Deed of Trust Trustee and its successor(s) in such trust and its assign(s) forever.

1. **PROPERTY.** The leasehold estate created by the Prime Lease together with VRA's interest in the following described property are collectively referred to herein as the "Property":

(a) All Improvements and all materials intended for construction, reconstruction, alteration and repair of such Improvements which shall be deemed to be included in the Property immediately upon delivery thereof to the Real Estate;

(b) All the easements, rights of way and appurtenances thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issue and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of VRA of, in and to the same and of, in and to every part and parcel thereof;

(c) All right, title and interest of VRA, if any, in and to the land lying in the bed of any street, road, avenue or alley, opened or proposed, in front of or adjoining the Real Estate;

(d) All Personalty, which as used herein, shall mean, collectively: (a) all tangible personal property of every kind and description, whether stored on the Real Estate or elsewhere, including without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, machinery, and which in all cases is either (i) acquired or brought onto the Real Estate under or pursuant to any of the Contracts (as hereinafter defined), or (ii) affixed or installed, or to be affixed or installed, in any manner on the Real Estate or the structural Improvements, regardless of whether such property, when installed, would be deemed fixtures or severable improvements; (b) all architectural and engineering contracts (collectively, the "Contracts"), plans, specifications and drawings (including as-built drawings) which arise from or relate to the Project; and (c) all substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, regardless of whether kept or stored in tangible or electronic media;

(e) All awards or payments, including interest thereon, and the right to receive the same, that may be made with respect to the Property as a result of (i) the exercise of the right of eminent domain or deed in lieu thereof, (ii) the alteration of the grade of any street or (iii) any other injury to or decrease in the value of the Property, to the extent of all amounts that may be secured by this Deed of Trust at the date of receipt of any such award or payment by the Indenture Trustee and to the extent of the reasonable counsel fees, costs and disbursements incurred by the Indenture Trustee in connection with the collection of such award or payment. VRA agrees to execute and deliver, from time to time, such further instruments as may be requested by the Indenture Trustee to confirm the assignment to the Indenture Trustee of any such award or payment;

(f) All modifications and substitutions for, and all proceeds from, the Property, including, without limitation, all insurance proceeds and condemnation awards payable as a result of the loss or damage to, or the taking by eminent domain of, all or any part of the Property; and

(g) All existing and future leases, subleases and subtenancies of or relating to the Property (including without limitation the Financing Lease and any sublease thereunder) (collectively, the "Assigned Leases") and all rents, incomes and profits arising from the Property, provided that this assignment shall not impose on the Deed of Trust Trustee or the Indenture Trustee any obligations of the lessor under such Assigned Leases.

2. GENERAL COVENANTS AND RESERVED RIGHTS. (a) VRA shall cause to be paid all amounts due under the Bonds from the revenues and other property pledged under the Indenture and shall perform all covenants, conditions and agreements of VRA contained in the Bonds and the Leases. VRA acknowledges that the Financing Lease contains certain covenants by the County with respect to the Leased Property that are binding on successors in interest in the Leased Property and that include matters relating to maintenance, repair, insurance, taxes, damage and destruction with respect to the Leased Property. The provisions of the Financing Lease are hereby incorporated by reference in this Deed of Trust.

(b) As permitted under Section 2.3 of the Indenture, so long as no Event of Default (as defined in the Indenture) with respect to the Bonds has occurred and is continuing, VRA has the right and license, among other things, to enjoy and enforce all of VRA's rights under the Leases, which right and license includes, among other things, the right to amend the property leased pursuant to the Leases and grant certain rights and privileges related to such property, and make corresponding amendments to this Deed of Trust to conform it to the changes to the Leases all without the consent of the Indenture Trustee or the Deed of Trust Trustee.

3. LEASE. VRA represents, warrants, covenants and agrees that:

(a) This Deed of Trust is lawfully executed and delivered in conformity with the Financing Lease and the Indenture;

(b) VRA shall promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by VRA under the Leases, within the periods as are provided therein, and will do all things necessary to preserve and to keep unimpaired their rights under the Leases;

(c) VRA shall promptly notify the Indenture Trustee in writing of any default or failure by the County in the performance or observance of any of the terms, covenants, or conditions on the part of the County to be performed or observed under the Leases (including the occurrence of an Event of Non-Appropriation under the Financing Lease);

(d) VRA shall (i) promptly notify the Indenture Trustee in writing of the receipt by VRA of any notice from the County noting or claiming any default by VRA or the County in the performance or observance of any of the terms, covenants, or conditions to be performed or observed under the Leases; (ii) promptly notify the Indenture Trustee in writing of the receipt by VRA of any notice from the County to VRA of termination of the Leases pursuant to the provisions thereof; and (iii) promptly cause a copy of each such notice received by VRA from the County to be delivered to the Indenture Trustee; and

(e) VRA shall execute and deliver, on request of the Indenture Trustee, such instruments as the Indenture Trustee may deem useful or required to permit the Indenture Trustee to cure any default under the Leases or permit the Indenture Trustee to take such other action as the Indenture Trustee considers desirable to cure or remedy the matter in default and preserve the interest of the Indenture Trustee in the Property.

The generality of the provisions of this paragraph relating to the Leases are not limited by other provisions of this Deed of Trust setting forth particular obligations of VRA which are also required of VRA under the Leases. The rights granted and remedies available to the Indenture Trustee under this Deed of Trust are separate and cumulative of any and all rights granted and available to the Indenture Trustee under the Leases.

4. NO MERGER. So long as any of the obligations secured by this Deed of Trust remain unpaid, unless the Indenture Trustee otherwise consents in writing, the separate leasehold estates in the leasehold premises demised under the Leases will not merge with each other or with the fee estate in and to the Leased Property, but always will be kept separate and distinct,

notwithstanding the union of such estates in the County or VRA, or in a third party, by purchase or otherwise.

5. REMEDIES ON DEFAULT OR ACCELERATION. (a) Upon the occurrence and continuation of a Remedy Event (as defined below), the Indenture Trustee may, subject to the terms of the Indenture:

(i) have access to and inspect, examine and make copies of VRA's books, records and accounts pertaining to the Property;

(ii) exercise any of the rights of the Indenture Trustee under this Deed of Trust or the Leases; and

(iii) take whatever action at law or in equity which appears necessary or desirable to collect the amounts then due and to become due or to enforce observance or performance of the Obligations.

(b) Whenever a Remedy Event has occurred and is continuing, and if and as directed by the Indenture Trustee, the Deed of Trust Trustee shall execute the trust created by this Deed of Trust and shall sell, lease or otherwise transfer at the option of the Indenture Trustee VRA's interest in the Property (or such portion thereof as the Indenture Trustee may select) for cash or upon such terms and conditions as the Deed of Trust Trustee may deem expedient, and at such time and place as the Deed of Trust Trustee may consider advisable, at public auction, after having first advertised the time, place and terms and given notice to the County and VRA as required by law. Out of the proceeds of any such sale (and except to the extent some other allocation of proceeds is required by statute) after paying first all the expenses attending the execution of this trust, including auctioneer's fees, if any, trustee's commission on the proceeds of sale as provided by law and, second, all taxes, levies, assessments, insurance premiums and other charges due and unpaid at the time of sale, any and all amounts advanced by the Deed of Trust Trustee or the Indenture Trustee in accordance with the terms hereof, with interest and penalties thereon and a ratable portion of the taxes, assessments or levies for the calendar year in which VRA's interest in the Property is sold, then the Deed of Trust Trustee will pay to the Indenture Trustee the Rental Payments under the Financing Lease then unpaid, and all other obligations secured by the Financing Lease, and finally will pay the balance, if any, to the holders of any junior liens upon the Property and then to the County. In the event of any foreclosure hereunder, the Indenture Trustee has the right to cause to be transferred or canceled any and all insurance policies then outstanding on the Property and the proceeds of such transfer or cancellation will be accounted for and disbursed as though it were a part of the proceeds of sale of the Property. The insurance companies issuing such policies of insurance are hereby authorized to transfer or cancel the same upon the order of the Indenture Trustee and to remit the proceeds of any such cancellation to the Indenture Trustee. If, before or at the time of the sale, the Deed of Trust Trustee shall deem it proper for any reason to postpone or continue the sale, they may do so, in which event notice of such postponement will be published in at least one subsequent issue of the same newspaper before the day of sale. Further, upon the occurrence of any such Remedy Event, the Deed of Trust Trustee, at the request of the Indenture Trustee, will have the absolute right to enter upon the Property and take possession thereof, and VRA agrees to surrender the Property to the Deed of Trust Trustee promptly upon demand. The Deed of

Trust Trustee will have the right to operate the Property themselves or through agents appointed by them and to receive rents and profits therefrom. All such rents and profits will be applied to reasonable compensation to the Deed of Trust Trustee for their services and to the expenses of operating the Property, with any excess to be applied to payment of interest on and the principal of the Bonds.

(c) As used in this Deed of Trust, "Remedy Event" means that both of the following have occurred, (i) an Event of Default, as defined in the Indenture, exists and is continuing beyond applicable notice and cure periods and (ii) (A) an Event of Default, as defined in the Financing Lease, exists and is continuing beyond applicable notice and cure periods and/or (B) an Event of Non-Appropriation, as defined in the Financing Lease, exists and is continuing beyond applicable notice and cure periods.

6. RECEIVERSHIP. VRA agrees that if a Remedy Event has occurred and is continuing, the Indenture Trustee may apply for the appointment of a receiver of the Property or the rents and profits of the Property, or both, without notice except as required by law, and will be entitled to the appointment of the receiver as a matter of right, without consideration of the value of the Property, and solvency of VRA or the effect of the receivership on the operation of the Property or the County's business thereon.

7. CONCERNING THE DEED OF TRUST TRUSTEE.

(a) The powers of the Deed of Trust Trustee hereunder may be exercised by either Deed of Trust Trustee named herein or any successor Deed of Trust Trustee, and the Deed of Trust Trustee may act through their agents and attorneys, and in the event of the resignation, death, incapacity, disability, removal or absence from the Commonwealth of Virginia of the Deed of Trust Trustee hereunder, or in the event the Indenture Trustee for any reason (which reason need not be specified) may deem it appropriate, the Indenture Trustee may, by instrument executed and acknowledged, designate and appoint one or more substitute Deed of Trust Trustees in the place and stead of any such Deed of Trust Trustee, the substituted Deed of Trust Trustee or Deed of Trust Trustees to thereupon be vested with all the powers, rights, authority and duties vested in a Deed of Trust Trustee hereunder. Each such appointment and substitution will be made by written instrument executed by the Indenture Trustee containing reference to this Deed of Trust sufficient to identify it, which instrument, when recorded in the Clerk's Office, will be conclusive proof of proper appointment of the successor trustee. The recital or statement, in any instrument executed by Deed of Trust Trustee in pursuance of any of said trusts, of the due authorization of any agent of the Deed of Trust Trustee executing the same will for all purposes be conclusive proof of such authorization.

(b) The Deed of Trust Trustee will be under no duty (i) to take any action hereunder except as expressly set forth herein and then only following notice of default set forth below, and no implied obligations will be read into this Deed of Trust; or (ii) to perform any act that would involve them in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to their satisfaction; or (iii) to account for the use or application of any payments of the Bonds or under any other documents securing the sale. The Deed of Trust Trustee will not be required to take notice, nor will they be deemed to have knowledge, of any default of VRA or the County, nor will they be required to ascertain or inquire as to the

performance of any covenants or agreements contained herein or in the Leases or the Bonds, and they may conclusively assume that there has been no such default unless and until they have been specifically notified in writing of such default by the Indenture Trustee, VRA or the County.

(c) VRA will pay, from legally available funds, or cause to be paid (subject to legally available funds) to the Deed of Trust Trustee just compensation for any and all services performed and all their expenses, charges, counsel fees and other disbursements incurred on and about the administration and execution of the trusts hereby created, and the performance of their duties and powers hereunder, which compensation, expenses, fees and disbursements will constitute a part of the indebtedness secured hereby. To the extent funds are legally available, VRA agrees to save the Deed of Trust Trustee harmless, or cause to be held harmless the Deed of Trust Trustee, against any loss, liability or expense that it may incur in the exercise and performance of its powers and duties hereunder or the administration of this trust or as a result of serving as a Deed of Trust Trustee hereunder, and not due to its negligence or bad faith.

8. ASSIGNMENT OF PERSONALTY, LEASES AND RENTS. In amplification of the grant, conveyance and assignment of the Property set forth above, VRA hereby assigns to the Indenture Trustee, as additional security for the Obligations, (i) the Personalty, to the extent assignable, and (ii) the Assigned Leases and any and all rents, income and profits now or hereafter due under the Assigned Leases or otherwise from or arising out of the Real Estate, including tax and insurance contributions, forfeitures or liquidated damages following default in any Assigned Lease, all proceeds derived from the termination or rejection of any Assigned Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind that VRA may have against any tenant under any Assigned Lease or any occupants of the Real Property (collectively, the "Rents"). The Indenture Trustee, at its option, may collect and apply the rents, less expenses of collection, to the Rental Payments under the Financing Lease, rent payable under the Prime Lease, or to the performance of VRA's obligation hereunder or to the continued operation of the Property, or any combination of the foregoing, in such manner and amounts as the Indenture Trustee in its sole discretion may determine. The Indenture Trustee may take all further actions necessary to invoke its rights as assignee under the Assigned Leases, with or without taking possession of the Property. The remedies granted in this paragraph are in addition to the other remedies provided in this Deed of Trust or in any other instrument securing the Bonds, and no exercise hereunder shall prevent a simultaneous or subsequent exercise of any other such remedy. **THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.** Notwithstanding the foregoing assignment, the Indenture Trustee hereby confers upon VRA a license to collect and retain the Rents as they become due and payable so long as no Remedy Event shall exist and be continuing. If such a Remedy Event has occurred and is continuing, the Indenture Trustee shall have the right, exercisable in its sole discretion, to terminate the foregoing license without notice to or demand upon VRA, and without regard to the adequacy of the security for the Obligations.

9. SECURITY AGREEMENT; FIXTURE FILING. VRA shall execute and deliver, from time to time, such instruments as may be requested by the Indenture Trustee to confirm the lien of this Deed of Trust on any portion of the Property. This Deed of Trust, in addition to constituting a lien on real estate, is a security agreement under the Uniform Commercial Code as in effect in the Commonwealth of Virginia, as amended or recodified from time to time (the

"UCC"), between VRA as debtor and the Indenture Trustee as secured party, by which VRA has granted to the Indenture Trustee a security interest in all Personalty and will support any financing statement filed showing the interest of the Indenture Trustee as a secured party with respect to any portion of the security described in such financing statement. The Indenture Trustee, in addition to, and not in lieu of or in diminution of, its rights and remedies herein provided, has all rights and remedies of a secured party under the UCC. This Deed of Trust also constitutes a financing statement under the UCC covering any of the Property which now is or may later become a fixture attached to the Real Estate or any Improvements. The real property to which the fixtures relate, and the record owners thereof, are described on Exhibit A attached hereto. The name and mailing address of the debtor for purposes of this financing statement is the name and mailing address of VRA set forth in the preamble of this Deed of Trust, and the name and mailing address of the secured party for purposes of this financing statement is the name and mailing address of the Indenture Trustee set forth in the preamble of this Deed of Trust.

10. MISCELLANEOUS COVENANTS AND AGREEMENTS.

(a) VRA shall permit, subject to the Leases, the Deed of Trust Trustee and the Indenture Trustee to inspect the Property at such reasonable time or times, upon prior written or telephonic notice to the County, as they may desire, either in person or through their duly authorized agents or representatives.

(b) VRA waives the benefit of any debtor's exemptions that lawfully may be waived as to the indebtedness and obligations secured by this Deed of Trust.

(c) Except as otherwise provided herein, the covenants herein contained bind, and the benefits and advantages herein contained inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto and of the Indenture Trustee and its successors and assigns. Whenever used herein, the singular number includes the plural and the plural the singular, and the use of any gender includes all other genders.

(d) The rights of the Indenture Trustee and the Deed of Trust Trustee arising under the clauses and covenants contained in this Deed of Trust, the Bonds, the Indenture or the Leases are separate, distinct and cumulative, and none of them are in exclusion of the others or of any rights and remedies to which the Indenture Trustee or Deed of Trust Trustee is entitled at law or in equity. No act of the Indenture Trustee or the Deed of Trust Trustee will be construed as an election to proceed under any one provision herein to the exclusion of any other provision, and no failure to act hereunder or thereunder in the event of a default will be deemed to constitute waiver of any continuation of that default or of any other default. In the event that one or more provisions of this Deed of Trust, the Bonds, the Indenture or the Leases shall be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this Deed of Trust will be construed as if any such provisions had never been contained herein.

(e) Any notice which any party hereto may desire or be required to give to the other is deemed to be adequate and sufficient notice if given in accordance with the provisions of the Indenture or Financing Lease.

(f) Upon the payment in full of the Related Bonds and the termination of the Financing Lease, the Indenture Trustee and the Deed of Trust Trustee, at the expense of VRA, shall cause the lien and security interest created by this Deed of Trust to be released, cancelled and discharged, and the Indenture Trustee and the Deed of Trust Trustee shall execute and deliver to VRA instruments necessary to effect such release, cancellation and discharge, and shall assign and deliver to VRA any property which the Deed of Trust Trustee then may hold pursuant to this Deed of Trust.

(g) If any clause, provision or section of this Deed of Trust is held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Deed of Trust shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. If any agreement or obligation contained in this Deed of Trust is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Local Government or VRA, as the case may be, only to the full extent permitted by law.

(h) This Deed of Trust shall be governed by the applicable laws of the Commonwealth of Virginia. It expresses the entire understanding and all agreements between the parties and may not be modified except in writing signed by VRA and the Indenture Trustee.

(i) This Deed of Trust may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(j) VRA hereby waives the benefit of any exemptions as to the debt hereby secured and as to all other obligations which may be imposed upon VRA by the provisions of this Deed of Trust.

11. VRA EXPRESSLY WAIVES AND RELEASES ANY REQUIREMENT OR OBLIGATION THAT THE INDENTURE TRUSTEE OR THE DEED OF TRUST TRUSTEE PROCEED BEFORE ANY COURT, CLERK, OR OTHER JUDICIAL OR QUASI-JUDICIAL BODY BEFORE EXERCISE OF THE POWERS OF SALE CONTAINED IN THIS DEED OF TRUST AND IN SECTIONS 55.1-321 THROUGH 55.1-324 OF THE CODE.

12. FUTURE ADVANCES. This Deed of Trust is given wholly or partly to secure future advances and/or future obligations that may be made or incurred under this Deed of Trust and the Indenture. The maximum principal amount secured hereby is \$_____.00.

13. EXCULPATION. Notwithstanding anything contained in this Deed of Trust to the contrary, all of the obligations of VRA hereunder are nonrecourse obligations, and the Deed of Trust Trustee and the Indenture Trustee must look solely to the Property for the satisfaction of any and all remedies they may have against VRA upon a default hereunder. Neither the Deed of Trust Trustee nor the Indenture Trustee may enforce or attempt to enforce any deficiency or other personal money judgment against VRA with respect to the Obligations.

[Signature Page Follows]

[SEAL]

[Signature Page of Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement
and Fixture Filing for County of Nelson – VRA]

EXHIBIT A
DESCRIPTION OF REAL ESTATE

LEGAL DESCRIPTION
Tax Map # 58-A-36

All that certain lot or parcel of land, together with all buildings and improvements thereon, rights, privileges and appurtenances thereto or anywise appertaining, including the joint use of a 40 foot wide road leading to State Highway #1101, and subject to the rights and easements hereinafter described, lying in the Lovingsston Magisterial District of Nelson County, Virginia, in Lovingsston, near the intersection of U.S. Highway #29 and State Highway #1101, adjoining the land now or formerly owned by Nelson County Farm Supply, Inc., and Georg G Peverill, Jr., et al., and being more particularly described as follows:

BEGINNING at a point in the northeast corner of the 1.03 Peverill lot and along the Peverill boundary line to the right-of-way to U.S. Highway #29, a distance of 200.6 feet; thence along U.S. Highway #29 in a northeasterly direction a distance of 50 feet; thence leaving said highway in a southeasterly direction parallel with the Peverill boundary line a distance of 200.6 feet to the center line of the aforesaid 40-foot wide right-of-way; thence with said right-of-way and in a southwesterly direction and parallel with U.S. Highway #29 a distance of 50 feet to the point of BEGINNING.

Being the same property conveyed to Joe Lee McClellan, Inc., a Virginia Corporation, by deed from Fisher Auto Parts, Inc., a Virginia Corporation, successor by name change, Coiner Parts Company, Inc., dated January 5, 2006, and recorded January 12, 2006, in the Clerk's Office of the Circuit Court of Nelson County, Virginia, as Instrument Number 060000132.

LEGAL DESCRIPTION
Tax Map # 58-A-37

All that certain lot or parcel of land containing 1.03 acres, more or less, together with all buildings and improvements thereon and appurtenances thereunto belonging, lying in the Lovingsston District of Nelson County, at the Intersection of U.S. Highway 29 and State Highway 1001, and bounded by the said two roads, being more particularly shown and described on a plat thereof made by Paul M. Sanders, D.L.S., dated October 10, 1969, of record in the Clerk's office of the Circuit Court of Nelson County, Virginia, in Deed Book 117, Page 446.

Being the same property conveyed to Joe Lee McClellan, Inc., a Virginia Corporation, by deed from Warren L. Bryant dated April 18, 2005, recorded April 25, 2005, in the aforesaid Clerk's Office as Instrument Number 050001956.

Prepared by:
T.W. Bruno
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219

Tax Parcel Nos: # 58-A-36 and # 58-A-37

LOCAL LEASE ACQUISITION AGREEMENT AND FINANCING LEASE

between

VIRGINIA RESOURCES AUTHORITY
as Lessor

and

COUNTY OF NELSON, VIRGINIA
as Lessee

Dated as of June 13, 2025

Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds
(Virginia Pooled Financing Program)
Series 2025B

THIS AGREEMENT IS EXEMPT FROM RECORDING TAXES UNDER SECTIONS
58.1-811(A)(3) AND 17.1-266 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.

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LOCAL LEASE ACQUISITION AGREEMENT AND FINANCING LEASE

This **LOCAL LEASE ACQUISITION AGREEMENT AND FINANCING LEASE** is a deed of lease made as of June 13, 2025, between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), as Lessor, and the **COUNTY OF NELSON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Local Government"), as Lessee.

A. VRA intends to issue its 2025B VRA Bonds, as hereinafter defined, and to use a portion of the proceeds thereof to assist the Local Government in financing the Project, as hereinafter defined.

B. VRA and the Local Government wish to set forth herein certain terms, conditions and provisions related the application of the proceeds to be received pursuant to this Agreement, the payment of the sums owed under this Agreement, the use and maintenance of the Related Financed Property, as hereinafter defined, and the lease of the Leased Property, as hereinafter defined, by VRA to the Local Government.

NOW, THEREFORE, VRA and the Local Government agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Each capitalized term contained in this Agreement has the meaning set forth below unless the context requires otherwise:

"2025B Acquisition Fund" has the meaning set forth in the Sixty-First Supplemental Series Indenture.

"2025B VRA Bonds" means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2025B, in the original aggregate principal amount set forth in Schedule 1.1, and, unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the 2025B VRA Bonds in whole or in part.

"Act" means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

"Agreement" means this Local Lease Acquisition Agreement and Financing Lease dated as of the date first written above, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

"Business Day" means any day on which commercial banking institutions are generally open for business in New York, New York and Richmond, Virginia.

"Closing Date" means August 5, 2025, or such other date as may be determined by VRA and set forth in Schedule 1.1.

"Commonwealth" means the Commonwealth of Virginia.

"Consulting Engineer" means the Local Engineer or the Outside Engineer.

"Deed of Trust" means the Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing by VRA in favor of the Trustee and the deed of trust trustees named therein dated as of June 13, 2025, as modified, altered, amended or supplemented from time to time.

"Effective Date" means June 13, 2025, which is the deadline for the Local Government to provide an executed copy of this Agreement to VRA.

"Event of Default" has the meaning set forth in Section 10.1.

"Event of Non-Appropriation" has the meaning set forth in Section 6.1.

"Financing Parameters" means the parameters established by the governing body of the Local Government regarding the terms and conditions of this Agreement, which may include a maximum principal amount of Rental Payments, maximum "true" interest cost or targeted savings.

"Fiscal Year" means the twelve-month period beginning July 1 of one year and ending on June 30 of the following year, or if the Local Government has established another twelve-month period as its annual accounting period such other twelve-month period.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Improvements" means the structures and improvements (including Personalty) now or hereafter located or situated on the Real Estate, whether or not pursuant to the undertaking of the Project.

"Insurance Consultant" means an independent insurance consultant experienced and of recognized standing in the field of municipal insurance.

"Lease Proceeds Amount" has the meaning set forth in Schedule 1.1 and represents the amount received by the Local Government pursuant to this Agreement with VRA. The Lease Proceeds Amount will be determined by adding to or subtracting from the portion of the par amount of the Related 2025B VRA Bonds the Local Government's share of the net original issue premium or discount on the 2025B VRA Bonds and by subtracting from the par amount of the Related 2025B VRA Bonds the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to Capital Reserve Fund (which is a VRA Reserve).

"Leased Property" means all or any portion of the Real Estate or the Improvements or both, as context may require.

"Leases" means, collectively, this Agreement and the Prime Lease.

"Lease Term" shall have the meaning set forth in Section 3.6.

"Local Account" means the local account established for this Agreement within the 2025B Acquisition Fund.

"Local Authorization" means the resolution adopted on June 10, 2025, by a majority of the members of the governing body of the Local Government approving the transactions contemplated by and authorizing the execution and delivery of this Agreement and the other Local Lease Documents subject to the Financing Parameters.

"Local Engineer" means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the design and construction of facilities similar to the Project and (iii) is subject to VRA's reasonable approval.

"Local Lease Documents" means the Leases and the Local Tax Document.

"Local Representative" means (i) the chair or vice chair of the governing body of the Local Government, (ii) the chief executive officer of the Local Government and (iii) any other official or employee of the Local Government authorized by resolution of the governing body of the Local Government to perform the act or sign the document in question.

"Local Tax Document" means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government and VRA, as modified, altered, amended and supplemented in accordance with its terms.

"Master Indenture" means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

"Outside Engineer" means a firm of independent consulting engineers with recognized standing in the field of structural engineering and licensed as professional engineers in Virginia that the Local Government designates in writing, subject to VRA's reasonable approval.

"Personalty" means, collectively: (a) all tangible personal property of every kind and description, whether stored on the Real Estate or elsewhere, including without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, machinery, and which in all cases is either (i) acquired or brought onto the Real Estate under or pursuant to any of the Contracts (as hereinafter defined) or (ii) affixed or installed, or to be affixed or installed, in any manner on the Real Estate or the structural Improvements, regardless of whether such property, when installed, would be deemed fixtures or severable improvements; (b) all architectural and engineering contracts (collectively, the "Contracts"), plans, specifications and drawings (including as-built drawings) which arise from or relate to the Project; and (c) all substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, regardless of whether kept or stored in tangible or electronic media.

"Pricing Objective" has the meaning set forth in Section 3.1(b).

"Prime Lease" means the Prime Lease dated as of June 13, 2025, between the Local Government and VRA, as modified, altered, amended and supplemented in accordance with its terms and the terms of this Agreement.

"Proceeds Requested" means up to \$9,000,000.00 and an amount sufficient to pay related costs of issuance or such other amount requested in writing by the Local Government and approved by VRA prior to the Sale Date.

"Project" means the project described in Exhibit B.

"Project Budget" means the budget for the Project set forth in Schedule 1.1.

"Project Costs" means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance or refinance "costs" set forth in Section 62.1-199 of the Act.

"Qualified Self-Insurance Plan" means any plan or program of self-insurance regarding which the Local Government has received an opinion of an Insurance Consultant that the Local Government has established an adequate, actuarially sound program for the funding of reserves for such self-insurance or an insurance pool established in accordance with the Virginia Code.

"Real Estate" means the real estate described in Exhibit A.

"Related Financed Property" means the land, building, equipment and other property, the acquisition, construction, renovation or equipping of which is being financed by this Agreement as part of the Project, and all of which constitutes a portion of the Leased Property.

"Related 2025B VRA Bonds" means the portion of the 2025B VRA Bonds allocable to this Agreement (as determined by VRA).

"Rental Payments" means the principal and interest components of the rental payments due to VRA from the Local Government pursuant to Section 5.1, including, but not limited to, Supplemental Interest.

"Sale Date" means July 22, 2025, or such other date specified in Schedule 1.1.

"Sixty-First Supplemental Series Indenture" means the Sixty-First Supplemental Series Indenture of Trust dated as of August 1, 2025, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

"Supplemental Interest" has the meaning set forth in Section 5.1.

"Trustee" means U.S. Bank Trust Company, National Association, Richmond, Virginia, as trustee under the Master Indenture and the Sixty-First Supplemental Series Indenture, or its successors serving in such capacity.

"Virginia Code" means the Code of Virginia of 1950, as amended.

"Virginia SNAP" means the Commonwealth State Non-Arbitrage Program.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth.

"VRA Bonds" means the 2025B VRA Bonds and any additional bonds issued under the Master Indenture.

"VRA Reserve" means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility, each as defined in the Master Indenture.

Section 1.2 Rules of Construction. The following rules apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Government's obligations under this Agreement do not refer to or connote the payment of such obligations as and when they are due.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement and do not affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

Section 2.1 Representations by VRA. VRA represents to the Local Government as follows:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the 2025B VRA Bonds, (ii) enter into this Agreement as contemplated under the Sixty-First

Supplemental Series Indenture, (iii) execute and deliver this Agreement and the Sixty-First Supplemental Series Indenture, and (iv) carry out and consummate all other transactions contemplated by this Agreement and the Sixty-First Supplemental Series Indenture.

(c) When executed and delivered by VRA, this Agreement will have been duly authorized, executed and delivered by VRA and constitute a legal, valid and binding obligation of VRA enforceable against VRA in accordance with its terms.

Section 2.2 Representations by Local Government. The Local Government represents to VRA as follows:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Lease Documents and all related documents, (ii) execute and deliver this Agreement to VRA, (iii) own and operate the Leased Property and the Related Financed Property, (iv) undertake the Project and (v) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Lease Documents (including leasing the Leased Property to VRA pursuant to the Prime Lease and leasing the Leased Property from VRA pursuant to this Agreement).

(c) The Local Authorization authorized the execution and delivery of this Agreement, and this Agreement is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Authorization was adopted.

(d) The Local Government has obtained all governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date for the Local Government's (i) adoption of the Local Authorization, (ii) execution and delivery of the Local Lease Documents, (iii) performance of its obligations under the Local Lease Documents, (iv) the undertaking of the Project and (v) the operation and use of the Leased Property and the Related Financed Property. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals required to be obtained after the Effective Date cannot be obtained as required.

(e) This Agreement has been executed and delivered by duly authorized officials of the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) The Local Government has complied with such procurement and public bidding requirements as may be applicable to the acquisition and installation by Local Government of the Improvements.

(g) During the Lease Term, the Leased Property will be used by the Local Government only for the purpose of performing essential governmental or proprietary functions of the Local Government consistent with the permissible scope of the Local Government's authority. The Local Government does not intend to sell or otherwise dispose of the Real Estate

or the Improvements or any interest therein prior to the last Rental Payment scheduled to be paid hereunder.

(h) The Local Government has an immediate need for the Leased Property and has been making use or expects to make immediate use of the Leased Property. The Local Government's need for the Leased Property is not temporary and the Local Government does not expect the need for any of the Leased Property to diminish during the Lease Term.

(i) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which the Local Government has been a party at any time has been terminated by the Local Government as a result of insufficient funds being appropriated in any Fiscal Year.

(j) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(k) The Local Government (i) to the best of the Local Government's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents. The Local Government's execution and delivery of the Local Lease Documents and its compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(l) The Local Government reasonably expects that, unless otherwise permitted by the terms of the Local Lease Documents or approved by VRA, the Local Government will own, operate and control the Leased Property and the Related Financed Property at all times during the term of the Local Lease Documents.

(m) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Lease Documents, (iii) in any way contesting or affecting the validity or enforceability of the Local Authorization, the Local Lease Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Leased Property, the Local Government or its business, assets, condition (financial or otherwise),

operations or prospects or on its ability to perform its obligations under the Local Authorization or the Local Lease Documents or (v) affecting the Project.

(n) The financial statements, applications and other information that the Local Government furnished to VRA in connection with this Agreement fairly and accurately portray the Local Government's financial condition, as of their dates, and there has been no material adverse change in the financial condition of the Local Government since the date of the financial statements provided to VRA in connection with this Agreement.

(o) Nothing that would constitute an Event of Default hereunder has occurred and is continuing, and no event or condition exists that with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

ARTICLE III ACQUISITION AND LEASE OF LEASED PROPERTY

Section 3.1 Determination and Effect of Transfer of Local Proceeds Amounts. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein including satisfaction of the conditions precedent set forth in Section 3.4, VRA shall deposit the Lease Proceeds Amount into the Local Account for the use of the Local Government pursuant to this Agreement, and the Local Government agrees that its obligation to make Rental Payments under this Agreement shall be effective in return.

(b) The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government a Lease Proceeds Amount for this Agreement that in VRA's judgment reflects the market value of this Agreement ("Pricing Objective"), taking into consideration the Financing Parameters, the purchase price received by VRA for the 2025B VRA Bonds, the underwriters' discount and other issuance costs of the 2025B VRA Bonds and other market conditions relating to the sale of the 2025B VRA Bonds. The Local Government further acknowledges that VRA has advised it that such factors may result in principal components of the Rental Payments to be made under this Agreement having a value other than par and that in order to receive the Lease Proceeds Amounts in an amount that is substantially equal to the Proceeds Requested, the Local Government may need to deliver this Agreement an aggregate of the principal components amount that is greater or less than the Proceeds Requested. This Agreement shall not become effective if any of the terms hereof violate any Financing Parameter. Subject to the preceding sentence, the Local Government agrees to lease the Leased Property for an aggregate amount of the principal component of Rental Payments that provides to the fullest extent practicable, given VRA's Pricing Objective, a Lease Proceeds Amount at least equal to the Proceeds Requested, all in accordance with the Local Authorization. The Local Government acknowledges that the Lease Proceeds Amount will be less than the Proceeds Requested if any Financing Parameter prevents VRA from generating a Lease Proceeds Amount substantially equal to the Proceeds Requested, based upon VRA's Pricing Objective.

Section 3.2 Issuance Expenses. VRA shall pay, or cause to be paid, from the proceeds of the 2025B VRA Bonds all expenses incident to the performance of VRA's obligations under and the fulfillment of the conditions imposed by this Agreement in connection

with the issuance, sale and delivery of the 2025B VRA Bonds and the entry into this Agreement on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the 2025B VRA Bonds; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the 2025B VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA and (iv) all other costs and expenses incurred by VRA. The Local Government shall pay all expenses of the Local Government incident to the preparation and delivery of this Agreement, including, but not limited to, the fees and disbursements of the financial advisor, counsel and bond counsel to the Local Government, from the Lease Proceeds Amount or other legally available funds of the Local Government.

Section 3.3 Schedule 1.1. On or after the Sale Date, VRA shall complete Schedule 1.1, which shall set forth, among other things, the Rental Payment schedule, including the principal and interest components thereof, the Lease Proceeds Amount, the Closing Date, the Project Budget and the principal amount of the 2025B VRA Bonds. VRA shall deliver the completed Schedule 1.1 to the Local Government and shall attach Schedule 1.1 to this Agreement. Upon delivery to the Local Government, the completed Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

Section 3.4 Conditions Precedent. VRA shall not be required to cause the Trustee to deposit the Lease Proceeds Amount into the Local Account pursuant to Section 4.1 unless:

(a) VRA has received the following, all in form and substance satisfactory to VRA:

(1) Certified copies of the Local Authorization and all other ordinances and resolutions of the Local Government relating to the Local Lease Documents, if any.

(2) A certificate of the appropriate officials of the Local Government dated the Closing Date as to the matters set forth in Section 2.2, including appropriate certifications regarding the Local Lease Documents, and such other matters as VRA may reasonably require.

(3) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(4) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F.

(5) An opinion of bond counsel to the Local Government in form and substance satisfactory to VRA.

(6) Evidence that the Local Government is in compliance with the insurance provisions set forth in Section 8.1 and Section 8.2.

(7) Original executed counterparts of the Prime Lease and the Local Tax Document.

(8) A Phase I environmental report on the Real Estate or an environmental questionnaire, in form and substance reasonably satisfactory to VRA, as applicable.

(9) A certificate of the Consulting Engineer giving the Consulting Engineer's estimate of the construction portion of the total Project Costs to be financed with the proceeds of this Agreement, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(10) A certificate of a Consulting Engineer (i) to the effect that the Lease Proceeds Amount and funds available from the other sources specified in the Project Budget will be sufficient to pay the construction portion of the estimated Project Costs and (ii) specifying the date the Local Government is expected to complete the Project.

(11) A certificate of the Consulting Engineer (i) stating that all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project required to have been obtained as of the Closing Date have been obtained and (ii) stating that the Consulting Engineer knows of no reason why any governmental permits, licenses, registrations, certificates, authorizations and approvals required to be obtained after the Closing Date for the undertaking of the Project cannot be obtained as required.

(12) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 4.5 with respect to any existing contracts as of the Closing Date, including evidence or copy of the performance and payment bond for the County showing VRA and the Trustee as beneficiaries.

(13) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1.

(b) The initial purchasers of the 2025B VRA Bonds have paid in full and VRA has accepted the purchase price for the 2025B VRA Bonds on the Closing Date. It is acknowledged that the sole source of funds for the Lease Proceeds Amount is the proceeds of the 2025B VRA Bonds.

Section 3.5 Lease to Local Government and Title to Real Estate. (a) In order to effectuate the purposes of this Agreement, the Local Government shall make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all contracts, deeds and other agreements in the name of the Local Government and, in general, to do or cause to be done all such other things as may be requisite or proper for the undertaking and completion of the Project, the lease of the Leased Property to VRA pursuant to the Prime Lease and the fulfillment of the obligations of the Local Government under this Agreement.

(b) As of and on the Closing Date, VRA shall lease to the Local Government and the Local Government shall rent from VRA, the Leased Property for the Lease Term and the Local Government agrees to pay the Rental Payments set forth in Section 5.1, all on the terms and conditions set forth in this Agreement. Throughout the Lease Term, the Local Government shall be entitled to possession of the Leased Property, and the Local Government shall retain possession of the Leased Property as long as there shall not have occurred an Event of Default or an Event of Non-Appropriation.

(c) During the Lease Term, title to the Leased Property shall be deemed to be in the Local Government, subject to the rights of VRA under this Agreement upon the occurrence of an Event of Default or an Event of Non-Appropriation. To secure all obligations of the Local Government hereunder, the Local Government hereby grants to VRA a security interest in and to all of the Local Government's right, title and interest in and to the Personalty and all the proceeds from any sales thereof (cash and otherwise), including the proceeds of insurance. The Local Government agrees that with respect to such property VRA shall have all the rights and remedies of a secured party under the Virginia Uniform Commercial Code.

(d) This Agreement is intended as security for VRA and the Trustee. For purposes of laws governing taxation, title to the Leased Property will be deemed to be in the Local Government at all times, subject to VRA's right to possession upon the occurrence of an Event of Default or an Event of Non-Appropriation. The Local Government acknowledges that on the Closing Date VRA will execute and deliver to the Trustee the Deed of Trust, pursuant to which VRA will (i) convey to the Trustee, in trust to secure VRA's obligations under the Obligations (as defined in the Deed of Trust), VRA's leasehold interest in the Leased Property under the Prime Lease, and (ii) collaterally assign to the Trustee VRA's interest as lessor hereunder.

Section 3.6 Lease Term. The term of this Lease (the "Lease Term") shall commence on the Closing Date and, unless terminated under the provisions of Article VI and Article X, shall continue until the earlier of (i) October 1, 2050 (provided that all of the Rental Payments specified in Schedule 1.1 and all other amounts payable hereunder have been paid in full) or (ii) the date on which defeasance, redemption, prepayment or refunding of all of the Local Government's obligations hereunder is effected pursuant to Section 5.2.

Section 3.7 Disclaimer of Warranty. The Project is being undertaken at the Local Government's request and by the Local Government. VRA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR FITNESS OF THE PROJECT OR OF THE RELATED FINANCED PROPERTY FOR THE LOCAL GOVERNMENT'S PURPOSES.

Section 3.8 Intentionally Omitted.

Section 3.9 Net Lease. This Agreement is intended to be a net lease to VRA. The Local Government shall comply with and pay or cause to be paid the cost of all repairs, replacements and renewals, the cost of insurance, all utility and other charges and all taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Leased Property. If the Local Government fails to pay or

cause to be paid such costs, charges or taxes when due, VRA, after giving the Local Government notice and a reasonable opportunity to cure, shall have the right, but shall not be obligated, to pay the same. If VRA pays any such costs, charges or taxes for which the Local Government is responsible or liable under this Agreement, VRA shall be entitled to be reimbursed promptly therefor by the Local Government in accordance with the provisions of Section 11.8 hereof.

Section 3.10 Transfer Upon Termination. After all payments have been made pursuant to Section 5.1 or prepayment has been made pursuant to Section 5.2, the Local Government shall be deemed to have acquired all of VRA's right, title and interest in the Leased Property and the Prime Lease. In such event, and upon request, VRA will execute and deliver to the Local Government an appropriate instrument assigning, transferring and conveying to the Local Government all of VRA's right, title and interest in the Prime Lease and the Leased Property free from any lien, encumbrance or security interest except such as may be created or permitted by the Local Government, but without other warranties, and shall enter into an appropriate instrument terminating this Agreement.

Section 3.11 Quiet Enjoyment. So long as no Event of Non-Appropriation or Event of Default exists hereunder, neither VRA nor any entity claiming by, through or under VRA, shall interfere with the Local Government's quiet use and enjoyment of the Leased Property during the Lease.

ARTICLE IV USE OF LEASE PROCEEDS AMOUNT

Section 4.1 Deposit of Lease Proceeds Amount; Investment of Amounts in Local Account. (a) On the Closing Date, VRA shall cause the Trustee to deposit the Lease Proceeds Amount into the Local Account and to apply the Lease Proceeds Amount and the earnings thereon as set forth in the Sixty-First Supplemental Series Indenture, this Agreement and the Local Tax Document.

(b) The Local Government acknowledges and consents to the investment of the Lease Proceeds Amount and the earnings thereon in Virginia SNAP.

Section 4.2 Agreement to Accomplish Project. (a) The Local Government shall cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as described in Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax Document and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Local Government. The Local Government shall use its best efforts to complete, or cause to be completed, the Project by the date set forth in the certificate delivered under Section 3.4(a)(10). The Local Government shall obtain the approval of all applicable regulatory agencies to all plans, specifications and designs for the Project. The Local Government shall maintain complete and accurate books and records of the Project Costs and permit VRA or the Trustee through their representatives to inspect such books and records at any reasonable time.

(b) At VRA's request, upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative

stating (i) that the Project has been completed substantially in accordance with this Article and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the Related Financed Property have been issued or obtained. Such certificate shall be accompanied by a copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(c) If upon completion of the Project and payment of all related costs of issuance, there is a balance remaining in the Local Account, the Trustee shall apply any remaining balance at the direction of the Local Government (i) to pay the interest component of the Rental Payments or (ii) in such other manner that is permitted under the Act; provided that VRA shall be reasonably assured that such application will not have an adverse effect on the tax status of the 2025B VRA Bonds.

Section 4.3 Disbursement of Lease Proceeds and Earnings. Except as provided in Section 4.2(c), the Local Government shall apply the amounts in the Local Account solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Not more frequently than once per calendar month, the Trustee shall disburse amounts from the Local Account to the Local Government or as directed by the Local Government upon the Trustee's receipt of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including the Schedules thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(2) a certificate, signed by a Local Representative (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, or any rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Consulting Engineer, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall pay the requisition from the Local Account in accordance with the instructions in such requisition.

The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Notwithstanding anything in this Agreement to the contrary, VRA may direct the Trustee to pay from the Local Account any reasonably calculated rebate amount and/or yield reduction liability to be paid for the Related 2025B VRA Bonds, as calculated by a rebate calculation service selected by VRA.

Section 4.4 No Sufficiency Warranty by VRA; Local Government Required to Complete Project. VRA makes no warranty, either express or implied, that the Lease Proceeds Amount will be sufficient to pay all or any particular portion of the Project Costs. If the Lease Proceeds Amount is not sufficient to pay in full the cost of the Project, the Local Government shall complete the Project at its own expense, subject to appropriation, and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under this Agreement.

Section 4.5 Construction Contractors. The Local Government shall cause each general construction contractor employed in the accomplishment of the Project to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds must list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and until an Event of Non-Appropriation or Event of Default occurs. The Local Government shall cause each contractor to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

ARTICLE V PAYMENT AND REDEMPTION

Section 5.1 Payment of Rental Payments and Related Amounts. (a) Until all amounts payable under this Agreement have been paid in full, the Local Government shall pay, subject to Section 6.1, to the Trustee or VRA, as applicable, the following amounts as provided below:

(1) to the Trustee, Rental Payments (including the principal and interest components thereof) specified in Schedule 1.1 on such dates as provided in Schedule 1.1; provided that the interest components shall be increased to include Supplemental Interest, when and if payable;

(2) to VRA, on VRA's demand, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent;

(3) to VRA, on its demand, a late payment penalty in an amount equal to 5.0% of any Rental Payment, or portion thereof, not paid within 5 days after its due date;

(4) to the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as determined by VRA), and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them; and

(5) to VRA, the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with (i) an Event of Default, Event of Non-Appropriation or default by the Local Government under this Agreement, (ii) any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement or any other document related to the 2025B VRA Bonds or this Agreement or (iii) any claim, lawsuit or other challenge to this Agreement or the VRA Bonds that arises, at least in part, out of the Local Government's authorization of the transaction contemplated by this Agreement, and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them.

(b) If any failure of the Local Government to pay all or any portion of any Rental Payment results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Rental Payments shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion

thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled Rental Payment due dates provided for in Schedule 1.1. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled Rental Payment due date provided for in Schedule 1.1, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(c) The Local Government's obligations to pay the amounts described above and to make Rental Payments, subject to Section 6.1, shall not be discharged in whole or in part by any amount withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture. The Local Government will remain obligated, subject to Section 6.1, to make its Rental Payments.

Section 5.2 Redemption, Prepayment, and Refunding. (a) Other than as set forth in subsections (b) and (c) below, the Local Government may not defease, redeem, prepay or refund the Local Government's obligation under this Agreement without the written consent of VRA. Any defeasance, redemption, prepayment or refunding of the Local Government's obligations under this Agreement that is approved by VRA shall occur in such manner and in such amount, and shall be subject to such conditions as VRA shall determine.

(b) VRA will deem this Agreement to be fully paid and discharged upon satisfaction of the following conditions:

(1) The Local Government will provide not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government shall deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related 2025B VRA Bonds corresponding to the portion of the Local Bond to be defeased or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government. The arbitrage yield restrictions, if any, applicable to the proceeds of the 2025B VRA Bonds shall also apply to any Government Obligations purchased in connection with a defeasance under this subsection.

(3) The Local Government shall deposit with VRA cash in an amount sufficient, as determined by VRA, to provide for the payment of the cost of the verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Related 2025B VRA Bonds and all amounts overdue or then due on this Agreement (including, without limitation, any Supplemental Interest) and amounts overdue, due or to become due under Section 5.1(a)(2)-(5) of this Agreement.

(4) The Local Government shall deposit with VRA cash in an amount equal to the present value of interest as described in Schedule 1.1 that would be paid under this Agreement at a rate equal to 0.125%, payable semiannually, to the end of the scheduled Lease Term or, if earlier, the redemption date of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related 2025B VRA Bonds.

(c) VRA will determine which Related 2025B VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2), (3) and (4) above using such reasonable allocation and estimation methods as may be selected by VRA, and VRA's determinations shall be conclusive (absent manifest error).

(d) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the prepayment, defeasance or redemption of this Agreement.

Section 5.3 Payments and Rights Assigned. The Local Government hereby consents to VRA's assignment to the Trustee of VRA's rights under this Agreement. The Local Government also hereby acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the 2025B VRA Bonds has occurred and is continuing. Even though VRA will be the lessor under this Agreement, the Local Government shall pay directly to the Trustee all amounts payable by the Local Government under this Agreement (except for those amounts specifically indicated as payable to VRA under Section 5.1 or Section 11.8, which the Local Government shall pay directly to VRA).

Section 5.4 Obligations Absolute and Unconditional. Except as otherwise provided in this Agreement, including without limitation Section 6.1, the Local Government's obligation to make all payments pursuant to this Agreement and to observe and perform all other covenants, conditions and agreements under the Local Lease Documents is absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim the Local Government otherwise might have against VRA, and the Local Government shall not suspend or discontinue any such payments or fail to observe and perform any of its other covenants, conditions and agreements under the Leases.

ARTICLE VI APPROPRIATION AND NON-APPROPRIATION

Section 6.1 Appropriation of Rental Payments by Local Government. The Local Government reasonably believes that sufficient funds can be obtained to make all payments required under the term of this Agreement. While recognizing that it is not empowered to make any binding commitment beyond the current Fiscal Year, the Local Government hereby states that it is its current intention to make sufficient annual appropriations during the Lease Term to make such payments. Notwithstanding anything in this Agreement to the contrary, the Local Government's obligations to pay the cost of performing its obligations under this Agreement, including, without limitation, its obligations to make Rental Payments and all other payments required under this Agreement, shall be subject to and dependent upon annual appropriations being made from time to time by the governing body of the Local Government for such purpose. The Local Government hereby directs the Local Representative and the officer charged with the responsibility for preparing the Local Government's budget to include in the budget for each Fiscal Year during which this Agreement is in effect a request that the Local Government appropriate in the Fiscal Year the amount of the Rental Payments and all amounts required to be paid under this Agreement during such Fiscal Year.

Section 6.2 Non-Appropriation; Option to Terminate Agreement. If, as a result of the failure of the Local Government to appropriate moneys for such purposes (an "Event of Non-Appropriation"), the Local Government is unable to pay when due the Rental Payments and other payments to be paid under this Agreement, VRA shall have the right to terminate this Agreement upon 30 days' written notice of the exercise of its rights pursuant to this Section, which notice shall specify the effective date for such termination; provided that such termination shall be effective not later than the date through which rent has been paid in accordance with the terms hereof.

Section 6.3 Remedies of VRA. If, as a result of an Event of Non-Appropriation, the Local Government is unable to pay when due the Rental Payments and other payments to be paid under this Agreement, VRA, with or without terminating this Agreement, may exclude the Local Government from possession of any of the Leased Property and may sell its interest in, or lease or sublease any of the Leased Property in the manner provided for by Section 10.2(b) hereof or take any and all actions available to it under Section 62.1-216.1 of the Act; provided, however, that in connection with any such sale of its interest in any of the Leased Property, or lease or sublease of any of the Leased Property, VRA shall require that such sale agreement, lease or sublease contain a provision providing that such purchaser, lessee or sublessee shall indemnify VRA and the Local Government for any liabilities arising during such party's use of such portion of the Leased Property. The Local Government agrees to assist VRA in every reasonable way in reletting or selling VRA's leasehold interest in the Leased Property pursuant to this Article VI.

Section 6.4 Reinstatement. Notwithstanding any termination of this Agreement in accordance with the provisions of this Article, unless (i) VRA shall have sold its interest in all or a portion of the Leased Property, or (ii) VRA shall have entered into a firm bilateral agreement providing for the reletting of the Leased Property for a period of at least one year, if all overdue Rental Payments and all other sums payable under this Agreement and the other Leases shall

have been paid, this Agreement shall be fully reinstated, and the Local Government shall be restored to the use, occupancy and possession of the Leased Property.

ARTICLE VII

OPERATION AND USE OF THE LEASED PROPERTY AND THE RELATED FINANCED PROPERTY

Section 7.1 Maintenance. At its own cost and expense the Local Government shall operate or cause to be operated the Leased Property and the Related Financed Property in a proper, sound and economical manner in material compliance with all legal requirements and shall maintain or cause to be maintained the Leased Property and the Related Financed Property in good repair and operating condition and from time to time shall make or cause to be made all repairs, renewals and replacements to the Leased Property necessary to maintain such property in such condition.

Section 7.2 Additions and Modifications. At its own expense the Local Government from time to time may make or permit to be made any renewals, replacements, additions, modifications or improvements to the Leased Property or the Related Financed Property, or both, that the Local Government deems desirable, provided that any such renewal, replacement, addition, modification or improvement does not (i) materially reduce the value of the Leased Property or the Related Financed Property, or both or (ii) negatively affect the structural or operational integrity of any part of the Leased Property or the Related Financed Property, or both. The Local Government shall ensure that all such renewals, replacements, additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications or improvements shall become part of the Real Estate and/or Improvements.

Section 7.3 Permits. The Local Government shall, at its sole cost and expense, obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Leased Property and the Related Financed Property. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

Section 7.4 Use. The Local Government shall comply or cause to be complied with all lawful requirements of any governmental authority regarding the Leased Property and the Related Financed Property, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the Leased Property or the Related Financed Property, or both, irrespective of the cost of making the same.

Section 7.5 Inspection and Local Government's Books and Records. The Local Government shall permit VRA, the Trustee and their duly authorized representatives and agents such reasonable rights of access to the Leased Property and the Related Financed Property as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement, and the Local Government shall permit such parties, at all

reasonable times and upon reasonable prior notice to the Local Government, to examine and copy the Local Government's books and records that relate to the Leased Property and the Related Financed Property.

Section 7.6 Ownership. The Local Government shall not construct, reconstruct or install any part of the Related Financed Property on (i) lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, or (ii) lands in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement, unless (1) such part of the Related Financed Property is lawfully located in a public street or highway or (2) the Local Government provides a written report of a Consulting Engineer or Local Representative, in a form reasonably acceptable to VRA, which indicates that the Local Government's right or interest in the lands is sufficient for purposes of operating the Related Financial Property throughout the Lease Term.

Section 7.7 Sale or Encumbrance. No part of the Leased Property and no part of Related Financed Property shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except (i) with the written consent of VRA or (ii) as provided in any one of the following subsections:

(a) The Local Government may grant easements, licenses or permits across, over or under parts of the Leased Property or the Related Financed Property, or both, for streets, roads and utilities as will not adversely affect the use of the Leased Property or the Related Financed Property, or both.

(b) The Local Government may sell or otherwise dispose of property constituting part of the Leased Property or the Related Financed Property, or both, if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function.

(c) The Local Government may sell or otherwise dispose of property constituting part of the Leased Property or the Related Financed Property, or both, with a "book value" (as determined in accordance with generally accepted accounting principles) that, when combined with the aggregate "book value" of all of the other such property sold or otherwise disposed of under this subsection during the Fiscal Year in question, will not cause the aggregate "book value" of all of such property sold or otherwise disposed of under this subsection in such Fiscal Year to exceed \$125,000. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on this Agreement.

Section 7.8 Lawful Charges. The Local Government shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the Leased Property or the Related Financed Property, or both, or the Local Government's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the Leased Property or the Related Financed Property, or both. The Local Government shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any

part of the Leased Property or the Related Financed Property, or both (collectively, the "Mechanics' Charges"). The Local Government, however, after giving VRA 10 days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Local Government may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in VRA's reasonable opinion, such action may impair the lien on the Leased Property or the Related Financed Property, or both, granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Trustee or an appropriate court a bond in form and amount satisfactory to VRA. Upon request, the Local Government shall furnish to VRA proof of payment of all Governmental Charges and Mechanics' Charges the Local Government is required to pay under this Agreement.

Section 7.9 Environmental Responsibilities. (a) As used in this Agreement, "Environmental Condition" means any adverse condition relating to surface water, ground water, drinking water supply, land, surface and subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light, and odors, which would be likely to result in a successful claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public (including without limitation any statute amending CERCLA, RCRA or TSCA, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the Commonwealth, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws")).

(b) VRA shall, at all times during the term of this Agreement, materially comply with all Environmental Laws applicable to the Leased Property and shall not cause any Environmental Condition on or about the Leased Property.

(c) The Local Government shall, at all times during the term of this Agreement, materially comply with all Environmental Laws applicable to the Leased Property and shall not, in the use and occupancy of the Improvements, cause any Environmental Condition on or about the Leased Property.

ARTICLE VIII INSURANCE, DAMAGE AND DESTRUCTION

Section 8.1 Insurance. The Local Government shall maintain or cause to be maintained insurance against the insurable portions of the Leased Property of the type customarily insured against by public bodies operating municipal facilities, including, without limitation:

(a) Insurance in the amount of the greater of (i) 75% of the aggregate principal portion of the Rental Payments under this Agreement (\$_____) and (ii) full replacement cost of the municipal facilities' insurable portions against loss or damage by fire and

lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and reasonably acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of \$1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of municipal facilities.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

Section 8.2 Requirements of Policies. (a) The Local Government shall maintain all insurance required by Section 8.1 with generally recognized responsible insurance companies selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other localities of like size and character to the Local Government. If the Local Government does not maintain such insurance with an insurer licensed to do business in Virginia or placed under the requirements of the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

(b) In lieu of obtaining any of the policies of insurance required by Section 8.1, the Local Government may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in state or federal insurance programs, to take advantage of state or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the Local Government and that provide comparable coverages required by such sections. In addition, any insurance coverage pursuant to this Article may be pursuant to a program whereby the Local Government self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Article.

(c) The Local Government shall not participate in any self-insurance plan or alternative risk management program with respect to the Improvements unless such self-insurance plan or alternative risk management program is a Qualified Self-Insurance Plan.

(d) In the event the Local Government is insured through a self-insurance program other than a pool, the Local Government agrees to (i) comply with such program unless a change therein is recommended by the Insurance Consultant, (ii) cause the Insurance Consultant to review any Qualified Self-Insurance Plan at least annually and to make written recommendations as to what funding levels are adequate to protect against the risks covered by the plan and (iii) follow the recommendations of such Insurance Consultant.

Section 8.3 Notice of Damage, Destruction or Condemnation. In case of (i) any damage to or destruction of any material part of the Leased Property, (ii) a taking of all or any part of the Leased Property or any right in it under the exercise of the power of eminent domain, (iii) any loss of the Leased Property because of failure of title or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Local Government shall notify VRA in writing within ten Business Days of the occurrence describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 8.4 Damage and Destruction. If all or any part of the Leased Property is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to defease and/or redeem the outstanding obligations under this Agreement pursuant to Section 5.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the Leased Property for the purposes for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

Section 8.5 Condemnation and Loss of Title. If title to or the temporary use of all or any part of the Leased Property shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to defease and/or redeem its obligations under this Agreement pursuant to Section 5.2, the Local Government shall cause the net proceeds from any such condemnation award or from title insurance to be applied to the restoration of the Leased Property to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

ARTICLE IX SPECIAL COVENANTS

Section 9.1 Tax Covenants. The Local Government shall not directly or indirectly use or permit the use of any of the proceeds of this Agreement or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any of the 2025B VRA Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Insofar as the Local Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the 2025B VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement. The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related 2025B VRA Bonds by a rebate calculation service selected by VRA.

Section 9.2 Maintenance of Existence. The Local Government shall maintain its existence as a political subdivision of the Commonwealth under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

Section 9.3 Financial Records and Statements. The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 180 days after the end of each Fiscal Year. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Local Government's financial position as of the end of such Fiscal Year and the results of the Local Government's operations and changes in the financial position thereof for the Fiscal Year.

Section 9.4 Certification as to No Default and Tax Compliance. The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G and signed by a Local Representative.

Section 9.5 Further Assurances. The Local Government shall, to the fullest extent permitted by law, pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights and collateral, if any, assigned or pledged by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledges made under this Agreement and all rights of VRA under this Agreement against all claims and demands of all persons, including without limitation the payment of certain costs of VRA as described in Section 5.1(a)(5).

Section 9.6 No Assignment by Local Government. The Local Government shall not assign or sublet its rights and obligations under this Agreement, or both, without the prior written consent of VRA.

Section 9.7 Continuing Disclosure. (a) For purposes of this Section 9.7, the following terms and phrases have the following meanings:

"Annual Financial Information" with respect to any Fiscal Year for the Local Government means the following:

(i) the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Local Government after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

(ii) operating data of the type set forth in Exhibit E.

"Dissemination Agent" means any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (i) of this Section.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of a payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

"Make Public" or **"Made Public"** has the meaning set forth in subsection (c) of this Section.

"Material Local Government" means the Local Government if the aggregate outstanding principal amount of this Agreement and any other of the Local Government's financing leases purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local obligations purchased with proceeds of the VRA Bonds.

"Rule" means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

(b) The Local Government shall Make Public or cause to be Made Public:

(1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a final official statement, then it must be available from the MSRB.

(2) In a timely manner, notice of any failure by the Local Government to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(c) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

(d) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to this Agreement, such notice to be given in a timely manner not in excess of five Business Days after the occurrence of the event:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement maintained with respect to this Agreement reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other notices or determinations with respect to this Agreement that could affect the tax status of the 2025B VRA Bonds, or other events with respect to this Agreement that could affect the tax status of the 2025B VRA Bonds;
- (7) modifications to rights of holders;
- (8) bond calls and tender offers;

- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of this Agreement;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Local Government;
- (13) the consummation of a merger, consolidation, or acquisition involving the Local Government or the sale of all or substantially all of the assets of the Local Government, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms;
- (14) appointment of a successor or additional trustee for this Agreement, if any, or the change of name of a trustee;
- (15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement;
- (16) incurrence of a financial obligation of the Local Government, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Local Government, any of which affect security holders, if material; and
- (17) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Local Government, any of which reflect financial difficulties.

(e) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures required under this Section or any similar undertaking pursuant to the Rule.

(f) Notwithstanding anything in this Agreement to the contrary, the Local Government need not comply with the provisions of subsections (a) through (c) or provide the notice described in subsection (d)(16) above during any Fiscal Year unless and until VRA has notified the Local Government that it satisfied the objective criteria for a Material Local Government as of the end of VRA's immediately preceding fiscal year. As of the Closing Date the Local Government's Fiscal Year and VRA's fiscal year are the same.

(g) (1) If the Local Government fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of VRA Bonds then Outstanding may, by notice to the Local Government, proceed to protect and enforce its rights and the rights of the other holders by an action for specific performance of the Local Government's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Local Government to comply with any disclosure obligation specified in this Agreement (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (1) of this subsection.

(h) The Local Government may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Local Government shall not incur any obligation to continue to provide, or to update, such additional information or data.

(i) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Section that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(j) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 9.8 Indebtedness. The Local Government shall pay when due all amounts required by any indebtedness of the Local Government and perform all of its obligations in connection with all indebtedness of the Local Government.

Section 9.9 Liability. (a) Subject to subsection (b) below, VRA shall not be liable for any loss, damage, death or injury of any kind or character to persons or property, arising from any use of the Leased Property, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or in any other facility thereof, or caused by or arising from any act or omission of the Local Government, or any of its agents, employees, sublessees, licensees or invitees, or by or from any accident on the Real Estate or any fire or other casualty thereon.

(b) Notwithstanding anything herein to the contrary, VRA shall be liable for its own gross negligence or willful misconduct or for any breach of any covenant, representation or warranty of VRA herein or in any other document or instrument executed and delivered in connection with this Agreement.

Section 9.10 Litigation; Material Change. The Local Government shall promptly notify VRA of (i) the existence and status of any litigation that the County Attorney of the Local Government determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the Local Government or its ability to perform its payment and other obligations under this Agreement or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

Section 9.11 Release of Leased Property. VRA agrees that, at any time that no Event of Non-Appropriation or Event of Default or event which, with notice or the passage of time or

both, would be an Event of Default exists and is continuing, upon the Local Government's written request, VRA will enter into amendments to the Leases and the related documents to release a portion of the Leased Property, provided that (i) VRA has received the written request at least 60 days before the proposed effective date of the release, (ii) the remaining Leased Property has been legally subdivided from the Leased Property to be released or the remaining Leased Property otherwise constitutes one or more separate legal parcels as determined by VRA in its reasonable discretion, (iii) VRA has determined, through application of its then-current standard valuation, underwriting and due diligence procedures, that the remaining Leased Property has a minimum collateral value of not less than 75% of the outstanding balance of the aggregate principal portion of the Rental Payments under this Agreement as of the effective date of the release; (iv) VRA has received assurance reasonably satisfactory to it that the release would have no adverse effect on the tax status of the 2025B VRA Bonds; and (v) the Local Government pays or reimburses VRA for its payment of VRA's costs incurred in amending the Leases and related documents as provided in Section 5.1(a)(5) of this Agreement.

ARTICLE X DEFAULTS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is an "Event of Default":

- (a) The failure to pay any principal component of a Rental Payment in full when due (whether at maturity, redemption date, acceleration or otherwise).
- (b) The failure to pay any interest component of a Rental Payment (including Supplemental Interest) when due.
- (c) The failure to make any payment or deposit required by this Agreement (other than a Rental Payment) within 15 days after its due date.
- (d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60-day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.
- (e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of this Agreement is false or misleading in any material respect.
- (f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(g) An order or decree shall be entered, with the Local Government's consent or acquiescence, appointing a receiver or receivers of the Leased Property or any part of it, or if such order or decree, having been entered without the Local Government's consent or acquiescence, shall not be vacated or discharged or stayed on appeal within 60 days after its entry.

Notwithstanding anything to the contrary contained herein, the Local Government's failure to make any payment hereunder due to non-appropriation is not an Event of Default, but is an Event of Non-Appropriation governed by Article VI.

Section 10.2 Remedies. Upon the occurrence and continuation of an Event of Default, VRA may exercise one or more of the following remedies:

(a) By notice in writing delivered to the Local Government declare all unpaid Rental Payments due and payable. Upon any such declaration, the Local Government shall immediately pay to VRA all unpaid Rental Payments. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of payments hereunder; or

(b) Reenter and take possession of the Real Estate, including the Improvements, with or without terminating this Agreement, exclude the Local Government from possession and sell its leasehold interest in the Leased Property, or lease or sublease the Leased Property for the account of the Local Government, holding the Local Government liable for all Rental Payments and all other payments due up to the effective date of such selling, leasing or subleasing and for the difference between (i) the purchase price, rent or other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and (ii) the Rental Payments and other amounts payable by the Local Government hereunder; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Local Government under this Agreement.

Section 10.3 Other Remedies. Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement contained in this Agreement. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 10.4 Delay and Waiver. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it. Failure to insist on performance of any of the terms of the provisions of this

Agreement or any of the other Local Lease Documents will not operate as a waiver of any subsequent default.

Section 10.5 Non-Substitution. The Local Government acknowledges and agrees that the non-appropriation provisions of Article VI hereof are not intended (i) to be used for convenience termination or (ii) for the purpose of replacing any portion of the Leased Property with other substantially identical property. The Local Government, to the extent permitted by applicable law, agrees not to utilize such provisions for such purposes.

ARTICLE XI MISCELLANEOUS

Section 11.1 State Aid Intercept. The Local Government acknowledges that VRA is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Act, including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder during the Lease Term authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Act. In entering into this Agreement, VRA is further relying on Section 62.1-216.1 of the Act, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Local Government of all funds, or of any part of them, appropriated and payable by the Commonwealth to the Local Government for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

Section 11.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

Section 11.3 Amendments. VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

Section 11.4 Limitation of Local Government's Liability. In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally to VRA in respect of this Agreement or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement.

Section 11.5 Applicable Law. This Agreement shall be governed by Virginia law.

Section 11.6 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then

such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

Section 11.7 Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at the address specified for notices on the signature page; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at Three James Center, 1051 East Cary Street, Suite 600, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.8 Right to Cure Default. If the Local Government fails to make any payment or to perform any act required by it under this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of this Agreement.

Section 11.9 Headings. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

Section 11.10 Assurance Regarding Tax Status. The Local Government agrees that VRA's process of determining its "reasonable assurance" that a particular action may have no adverse effect on the tax status of the 2025B VRA Bonds may include obtaining an approving opinion of nationally-recognized bond counsel.

Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

[SEAL]

By:

ATTEST:

My commission expires: _____

[SEAL]

Notary Public

Registration No.

My commission expires: _____

[SEAL]

Notary Public

Registration No.

The Trustee, by the execution hereof, accepts the duties imposed on it by this Agreement.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Monique L. Green, Vice President

COMMONWEALTH OF VIRGINIA)
)
CITY OF RICHMOND) to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Monique L. Green, as Vice President of U.S. Bank Trust Company, National Association, on behalf thereof.

My commission expires: _____.

Registration No.: _____.

[SEAL]

Notary Public

EXHIBIT A

DESCRIPTION OF THE REAL ESTATE

LEGAL DESCRIPTION

Tax Map # 58-A-36

All that certain lot or parcel of land, together with all buildings and improvements thereon, rights, privileges and appurtenances thereto or anywise appertaining, including the joint use of a 40 foot wide road leading to State Highway #1101, and subject to the rights and easements hereinafter described, lying in the Lovingson Magisterial District of Nelson County, Virginia, in Lovingson, near the intersection of U.S. Highway #29 and State Highway #1101, adjoining the land now or formerly owned by Nelson County Farm Supply, Inc., and Georg G Peverill, Jr., et al., and being more particularly described as follows:

BEGINNING at a point in the northeast corner of the 1.03 Peverill lot and along the Peverill boundary line to the right-of-way to U.S. Highway #29, a distance of 200.6 feet; thence along U.S. Highway #29 in a northeasterly direction a distance of 50 feet; thence leaving said highway in a southeasterly direction parallel with the Peverill boundary line a distance of 200.6 feet to the center line of the aforesaid 40-foot wide right-of-way; thence with said right-of-way and in a southwesterly direction and parallel with U.S. Highway #29 a distance of 50 feet to the point of BEGINNING.

Being the same property conveyed to Joe Lee McClellan, Inc., a Virginia Corporation, by deed from Fisher Auto Parts, Inc., a Virginia Corporation, successor by name change, Coiner Parts Company, Inc., dated January 5, 2006, and recorded January 12, 2006, in the Clerk's Office of the Circuit Court of Nelson County, Virginia, as Instrument Number 060000132.

LEGAL DESCRIPTION

Tax Map # 58-A-37

All that certain lot or parcel of land containing 1.03 acres, more or less, together with all buildings and improvements thereon and appurtenances thereunto belonging, lying in the Lovingson District of Nelson County, at the Intersection of U.S. Highway 29 and State Highway 1001, and bounded by the said two roads, being more particularly shown and described on a plat thereof made by Paul M. Sanders, D.L.S., dated October 10, 1969, of record in the Clerk's office of the Circuit Court of Nelson County, Virginia, in Deed Book 117, Page 446.

Being the same property conveyed to Joe Lee McClellan, Inc., a Virginia Corporation, by deed from Warren L. Bryant dated April 18, 2005, recorded April 25, 2005, in the aforesaid Clerk's Office as Instrument Number 050001956.

EXHIBIT B

DESCRIPTION OF THE PROJECT

The acquisition, design, improvement, expansion, renovation, construction and equipping of facilities and office space for County governmental purposes, including specifically department of social services offices and public meeting space, on real property described as County tax map parcel numbers 58-A-36 and 58-A-37, including the refunding of the Economic Development Authority of Nelson County, Virginia's \$1,700,000 Maximum Principal Amount Lease Revenue Bond Anticipation Note issued on April 26, 2024, that has financed initial costs of the acquisition, design and construction of such facilities and office space.

EXHIBIT C

PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR INVESTIGATIONS

County of Campbell, et al. v. Region 2000 Services Authority, et als., Campbell County Circuit Court, CL20002216-00

Suit instituted by Campbell County and the City of Lynchburg against Nelson County, Appomattox County, and the Region 2000 Services Authority to compel the Authority to disburse certain Authority funds to Campbell and Lynchburg. Nelson County has no potential for loss in the event of an unfavorable outcome because the money at issue is excess revenue—profit—held by the Authority. Nelson County is contesting the case.

EXHIBIT D
FORM OF REQUISITION

Requisition No.

Date:

U.S. Bank Trust Company, National Association, as Trustee
Three James Center,
1051 East Cary Street
Suite 600
Richmond, Virginia 23219
Attention: Corporate Trust Department

Virginia Resources Authority
1111 East Main Street
Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Lease Acquisition Agreement and Financing Lease dated as of June 13, 2025 (the "Financing Lease") between the Virginia Resources Authority and the County of Nelson, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Lease. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2025B Acquisition Fund established under the Sixty-First Supplemental Series Indenture.

Payee (including electronic payment instructions if requesting electronic payment):

Address:

Amount to be Paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Consulting Engineer (Payments for Labor/Contractors) must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Consulting Engineer (Land Interests) must be completed.

The Local Government has agreed in the Financing Lease that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # _____
Recipient: County of Nelson, Virginia – VRA 2025B
Local Representative: _____
Title: _____
Date: _____

<u>Cost Category</u>	<u>Total Project Cost</u>	<u>Previous Disbursements</u>	<u>Disbursement This Period</u>	<u>Disbursements to Date</u>	<u>Remaining Balance</u>
	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$

SCHEDULE 2

Wire Instructions for Requisition

[To be provided by the Local Government]

**CERTIFICATE OF CONSULTING ENGINEER (PAYMENTS FOR
LABOR/CONTRACTORS)**

The undersigned Consulting Engineer for the Local Government hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project.

Date: _____, 20__

Consulting Engineer

CERTIFICATE OF CONSULTING ENGINEER (LAND INTERESTS)

The undersigned Consulting Engineer for the Local Government hereby certifies that insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, (i) such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project, and (ii) upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Date: _____, 20__

Consulting Engineer

EXHIBIT E
OPERATING DATA

Description of Local Government. A description of the Local Government including a summary of its form of government and budgetary processes.

Debt. A description of the terms of the Local Government's outstanding tax-supported and revenue debt including a historical summary of such outstanding debt; a summary of authorized but unissued debt; a summary of legal debt margin (if any); a summary of overlapping debt; and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure 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 Government and any unfunded pension liabilities.

Financial Information and Operating Data. Financial information and operating data respecting the Local Government 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.

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT

[Print on the Letterhead of Counsel for the Local Government]

_____, 2025

Board of Supervisors
County of Nelson, Virginia

McGuireWoods LLP
Richmond, Virginia

Virginia Resources Authority
Richmond, Virginia

Local Lease Acquisition Agreement and Financing Lease dated as of June 13, 2025

Ladies and Gentlemen:

I have acted as counsel to the County of Nelson, Virginia (the "Local Government"), in connection with the execution and delivery of a Local Lease Acquisition Agreement and Financing Lease (the "Financing Lease") dated as of June 13, 2025, by and between the Local Government and the Virginia Resources Authority ("VRA"), the net proceeds of which are expected to be applied to finance the Project (as defined in the Financing Lease) and in such capacity, I have examined, among other things, the following documents:

- (a) a certified copy of the Local Authorization (as defined in the Financing Lease), authorizing the execution and delivery of the Financing Lease to finance the Project;
- (b) a copy of the Financing Lease;
- (c) a copy of the Prime Lease (as defined in the Financing Lease); and
- (d) a copy of the Local Tax Document (as defined in the Financing Lease).

The documents referred to in clauses (b) through (d) above are referred to collectively as the "Local Lease Documents."

I have also examined such other records and proceedings of the Local Government and conducted such investigations as I deemed appropriate and necessary for purposes of this opinion. Unless otherwise defined, each capitalized term used in this opinion has the same meaning given to such term in the Financing Lease.

As to questions of fact material to the opinions and statements set forth herein, I have relied upon representations of the Local Government set forth in the Local Lease Documents and other certificates and representations by persons including representatives of the Local Government. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of my knowledge" or a phrase of similar import, it is intended to indicate that during the course of my representation of the Local Government in connection with the Local Lease Documents no information has come to my attention that should give me current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to my knowledge or the existence or absence of such facts should be drawn from the fact of my representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Local Government, I am of the opinion that:

1. The Local Government is a duly created and validly existing political subdivision of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

2. The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Lease Documents and all related documents, (ii) undertake the Project, and (iii) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Lease Documents.

3. The Local Lease Documents were duly authorized by the Local Authorization, and the Financing Lease is in substantially the same form as presented to the Governing Body at its meeting at which the Local Authorization was adopted.

4. All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof have been obtained for (i) the Local Government's adoption of the Local Authorization, (ii) the execution and delivery of the Local Lease Documents, (iii) the Local Government's performance of its obligations under the Local Lease Documents, and (iv) to the best of my knowledge, the operation and use of the Related Financed Property. I know of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals cannot be obtained as required in the future.

5. The Local Lease Documents have been executed and delivered by duly authorized officials of the Local Government and constitute legal, valid and binding obligations of the Local Government enforceable against the Local Government in accordance with their respective terms, subject to appropriation by the Local Government. The obligations of the Local Government under the Local Lease Documents, and the enforceability of such obligations, may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered

at law or in equity, (c) the exercise of sovereign police powers of the Commonwealth of Virginia, and (d) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Local Government.

6. The execution and delivery of the Local Lease Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of, (i) any federal or Virginia constitutional or statutory provision, (ii) to the best of my knowledge, any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

7. The Local Government, to the best of my knowledge, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of my knowledge, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Lease, which constitutes, or which, with notice or lapse of time, or both, would constitute, an event of default thereunder.

8. The Local Government (i) to the best of my knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents. The execution and delivery by the Local Government of the Local Lease Documents and the compliance with the terms and conditions thereof will not conflict with, result in a breach of or constitute a default under any of the foregoing.

9. Except as set forth in the Financing Lease, there are neither pending nor, to the best of my knowledge, threatened against the Local Government any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Lease Documents, (iii) in any way contesting or affecting the validity or enforceability of the Local Authorization, the Local Lease Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization or the Local Lease Documents, or (v) affecting the undertaking of the Project.

Very truly yours,

EXHIBIT G

FORM OF CERTIFICATION AS TO NO DEFAULT AND TAX COMPLIANCE

[DATE]

[Insert Name]

Compliance & Financial Analyst
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear [Mr./Ms.] _____:

In accordance with Section 9.4 of the Local Lease Acquisition Agreement and Financing Lease dated as of June 13, 2025 (the "Financing Lease") between Virginia Resources Authority and the County of Nelson, Virginia (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, _____, and through the date of this letter:

1. [No event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default as defined in Section 10.1 of the Financing Lease.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].
2. [The ownership and status of the Related Financed Property has not changed in whole or in part since the Closing Date.] [If untrue, please describe.]
3. [Neither the Related Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]
4. [Neither the Related Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 2017-13.] [If untrue, please describe.]
5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the Related Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]

6. [The Local Government has not used or permitted the use of any Proceeds of the Financing Lease directly or indirectly to make a loan to an ultimate borrower other than itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]
7. [Other than any amounts described in the Local Tax Document (as defined in the Financing Lease), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Financing Lease as security for or the direct or indirect source of the payment of the principal of or interest on the Financing Lease.] [If untrue, please describe.]
8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.8 of the Local Tax Document.] [If untrue, please describe.]
9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]
10. Unless otherwise defined herein, each capitalized term used herein has the meaning set forth in the Financing Lease or the Local Tax Document.

Sincerely,

[Insert Name]
Local Representative

EXHIBIT H

DESCRIPTION OF SPECIAL USE ARRANGEMENTS

None.

SCHEDULE 1.1

FINAL TERMS

Total Principal Amount of the Related Series of VRA Bonds

Total Principal Components of Rental Payments

Lease Proceeds Amount*

* The Lease Proceeds Amount was determined as follows: by adding to the Local Government's share of the par amount of the Related Series of VRA Bonds (\$_____), the Local Government's share of the net premium on the Related Series of VRA Bonds (\$_____) and subtracting from the Local Government's share of the par amount of the Related Series of VRA Bonds the Local Government's share of VRA's Expenses set forth in Section 3.2 (\$_____) and the Local Government's share of the deposit on the Closing Date to the VRA Reserve (\$_____).

**ADDITIONAL CONDITIONS PRECEDENT TO ACQUISITION OF FINANCING
LEASE:**

None.

**ADDITIONAL CONDITIONS PRECEDENT TO FIRST REQUISITION OF THE
LEASE PROCEEDS AMOUNT:**

None.

PROJECT BUDGET

County of Nelson, Virginia Sources and Uses of Funds

Sources

Par Amount	\$
Net Premium (Discount)	
Total Sources	\$

Uses

Architect and Engineering Fees	\$
Construction and Inspections	
Other Costs / Contingency	
Capital Reserve Fund Equity Contribution	
Local Costs of Issuance	
VRA Costs of Issuance	
Underwriter's Discount	
Additional Proceeds	
Total Uses	\$

RENTAL PAYMENT SCHEDULE

The Rental Payments referenced in Section 5.1(a)(1) are due semi-annually on each of the dates set forth in the column "Period Ending" in the corresponding amount set forth in the column "Total Debt Service."

Discussion Materials | Plan of Finance

Nelson County, Virginia



May 13, 2025



- As Financial Advisor to Nelson County (the “County”), Davenport & Company LLC (“Davenport”) developed a Debt Capacity/Affordability Analysis over the past several years with input and guidance from the Board of Supervisors and County Staff that included the following major capital projects (among others) to be funded through a long-term Permanent Financing:
 - A Renovation Project at Nelson County High School (the “High School Project”); and
 - The construction of a new facility that will house the County’s Department of Social Services (the “DSS Project”, and collectively, the “Projects”).

- Based on discussions with County and Schools Staff in early CY 2024, Davenport recommended that the County consider borrowing a portion of the total project costs on a short-term basis in order to:
 - Maintain the County’s current strong level of reserves;
 - Allow time for the details of the projects to evolve; and
 - Evaluate various funding vehicles for the projects.

- In April 2024, the County issued a Bond Anticipation Note (“BAN”) for each of the Projects to fund initial costs with the expectation that each BAN would be paid off once the total project costs were known and the Permanent Financing was in place.



Permanent Financing | High School Project

- Based on guidance from the County Board and discussions with County and Schools Staff, the County applied to participate in the Virginia Public School Authority (“VPSA”) Spring Pool in late February 2025 for the Permanent Financing of the High School Project.
- Over the past several months, County and Schools Staff, Davenport, and Bond Counsel have worked with VPSA toward the Bond Sale and Closing of the Permanent Financing.
- On April 22, 2025, VPSA sold bonds and locked in an All-In Cost of 4.43% for the Permanent Financing of the High School Project, which was below the Planning Interest Rate of 5.00% assumed in the Debt Capacity/ Affordability Analysis
 - As a result of the lower interest rate and the resulting structure of the Permanent Financing, the County was able to save \$8.6 million in interest costs compared to the planning estimates.
- The VPSA Spring Pool is scheduled to close today (May 13, 2025), at which time the related 2024 BAN will be paid off and the County will receive the remaining funding necessary for this project.

Sources of Funds	
Par Amount	\$ 21,955,000
Premium	626,266
Total Sources	\$ 22,581,266

Uses of Funds	
Pay-off of 2024A BAN	\$ 1,515,536
Deposit to Project Fund	20,562,922
VPSA & Local Issuance Costs	502,808
Total Uses	\$ 22,581,266

Fiscal Year	Final Debt Service		
	Principal	Interest	Total
2026	\$ -	\$ 719,302	\$ 719,302
2027	-	1,003,678	1,003,678
2028	-	1,003,678	1,003,678
2029	575,000	989,159	1,564,159
2030	605,000	959,364	1,564,364
2031	640,000	927,928	1,567,928
2032	670,000	894,850	1,564,850
2033	705,000	860,131	1,565,131
2034	740,000	823,645	1,563,645
2035	780,000	785,265	1,565,265
2036	820,000	744,865	1,564,865
2037	865,000	702,319	1,567,319
2038	910,000	657,500	1,567,500
2039	955,000	610,409	1,565,409
2040	1,000,000	566,045	1,566,045
2041	1,040,000	524,735	1,564,735
2042	1,085,000	481,026	1,566,026
2043	1,130,000	434,788	1,564,788
2044	1,180,000	385,829	1,565,829
2045	1,230,000	334,014	1,564,014
2046	1,285,000	279,941	1,564,941
2047	1,345,000	223,396	1,568,396
2048	1,400,000	163,504	1,563,504
2049	1,465,000	100,116	1,565,116
2050	1,530,000	33,851	1,563,851
Totals	\$ 21,955,000	\$ 15,209,335	\$ 37,164,335



Permanent Financing | DSS Project

- The County Board is considering action today to bid the DSS Project, with results anticipated in late June.
- On behalf of the County, Davenport submitted a non-binding, no-cost application to participate in the Virginia Resources Authority (“VRA”) Summer Pool.
- The application was submitted to fully fund the DSS Project (currently estimated to be \$8.3 million) and all related issuance costs, but the VRA Summer Pool Schedule provides the County the ability to modify the funding amount up until early July.
- Davenport will continue to monitor the structure of the Permanent Financing to ensure it is in line with the Debt Capacity/Affordability Analysis and identify any opportunities to improve the County’s results.
- The VRA Summer Pool is scheduled to close on August 5, 2025, at which time the related 2024 BAN will be paid off and the County will receive the remaining funding necessary for this project.

Date	Task
May 13	<ul style="list-style-type: none">■ Davenport presents Plan of Finance.■ County Board considers authorization to bid DSS Project.
June 10	County Board considers approval of authorizing resolution for the VRA Summer Pool.
June 13	All Local Approvals due to VRA
June 27	Bids received for DSS Project.
Early July	Deadline to change project fund amount with VRA.
July 22	VRA Bond Sale (interest rates locked in).
August 5	Closing on the 2025 VRA Summer Pool.



Appendix

2025 VPSA Spring Pool Local Closing Memo Excerpt

2. The 2025 Local School Bond

Par Amount: \$21,955,000

Key Dates & Rates:

Bond Sale Agreement Date	4/3/2025
Pricing Date	4/22/2025
Local Bond Dated Date	4/27/2025
Pool Closing Date	5/13/2025
Final Local Maturity	7/15/2049
Arbitrage Yield	3.9819%
Local All-In TIC	4.4320%

VPSA Prepayment Provisions:

VPSA's Tax-Exempt Series 2025A Bonds (the "VPSA Bonds") due on and after August 1, 2036, may be redeemed prior to their respective maturities at the option of VPSA, in whole or in part, on any date beginning August 1, 2035, at a redemption price of par, together with interest accrued to the date fixed for redemption.

County Prepayment Provisions:

The principal installments of the 2025 Local School Bond held by VPSA coming due on or before July 15, 2035, and the definitive bond for which the 2025 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 2025 Local School Bond held by VPSA coming due on or after July 15, 2036, and the definitive bond(s) for which the 2025 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:

Dates	Prices
July 15, 2035 through July 14, 2036	101.0%
July 15, 2036 through July 14, 2037	100.5%
July 15, 2037 and thereafter	100.0%

Provided, however, that the principal installments of the 2025 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 2025 Local School Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner of the 2025 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 2025 Local School Bond to be deemed refunded, the prepayment or redemption of the 2025 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 2025 Local School Bond.

Interest:

Local payments to VPSA are due semi-annually on January 15 and July 15, commencing January 15, 2026 and ending at Final Maturity. Payments from the County to the Paying Agent, U.S. Bank Trust Company, are due either one (1) business day (if by wire) or five (5) business days (if by check) prior to the payment date.

Principal: Local payments to VPSA are due annually on July 15, commencing July 15, 2028, and ending at Final Maturity. Payments from the County to the Paying Agent, U.S. Bank Trust Company, are due either one (1) business day (if by wire) or five (5) business days (if by check) prior to the payment date.

Purpose: Proceeds of the 2025 Local School Bond will be used for 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. Additionally, the proceeds will be used, along with County funds (as shown below), to pay off the outstanding balance on the Economic Development Authority of Nelson County Lease Revenue Bond Anticipation Note, Series 2024A (the "2024A BAN").

1	Payoff of 2024A BAN (On May 13, 2025)		
2	Principal	\$	1,559,464.15
3	Accrued Interest (Through May 13, 2025)		3,516.87
4	Total Payoff Amount of 2024A BAN	\$	1,562,981.02
5	From County Funds (See Section 5)		47,445.42
6	From Bond Proceeds (See Section 7.A)		1,515,535.60

3. Sources and Uses of Funds

1	Sources		
2	Par Amount	\$	21,955,000.00
3	Net Premium		626,265.80
4	Total Sources	\$	22,581,265.80
5			
6	Uses		
7	Project Fund	\$	22,065,327.00
8	Local Cost of Issuance		120,000.00
9	VPSA Cost of Issuance		71,425.73
10	Underwriter's Discount		321,282.77
11	Additional Proceeds		3,230.30
12	Total Uses	\$	22,581,265.80

4. Application of Proceeds

1	Total Sources	\$	22,581,265.80
2	Less:		
3	Underwriter's Discount		(321,282.77)
4	VPSA Cost of Issuance		(71,425.73)
5	2025 Local School Bond - Purchase Price (Wire to VASNAP)	\$	22,188,557.30
6	Less:		
7	Wire to First National Bank		(1,515,535.60)
8	Wire to Davenport & Company LLC		(68,899.72)
9	Wire to Sands Anderson PC		(41,200.00)
10	Remaining Balance in VPSA Series 2025A Project Fund Account	\$	20,562,921.98



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author’s and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

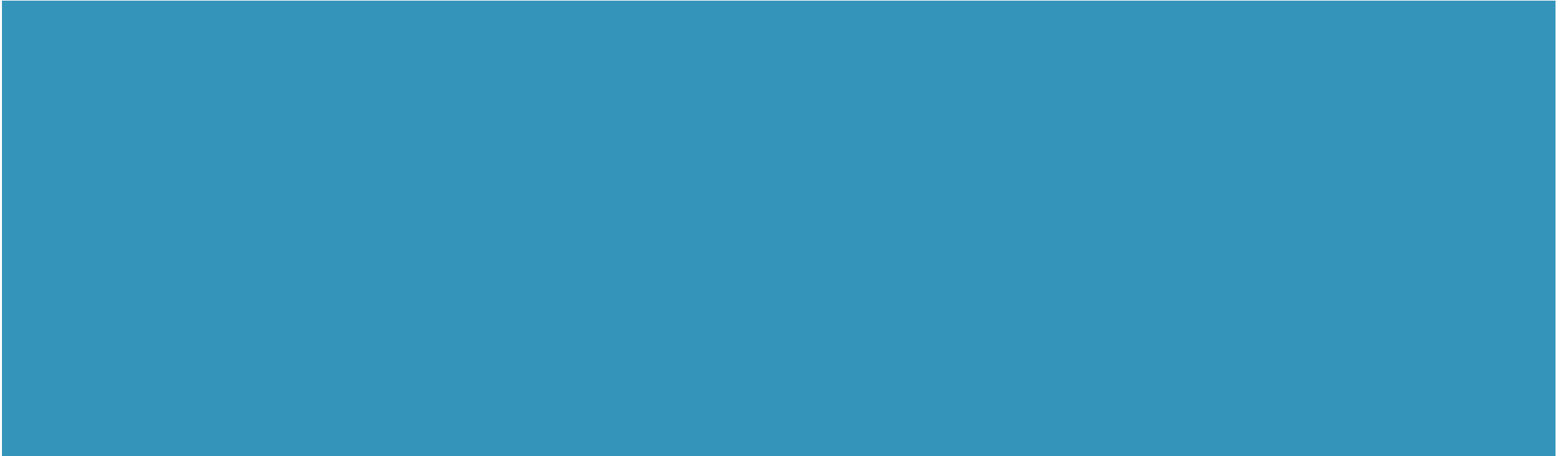
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The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport. Version 01.01.25 | GC | BW | RK |

PINEY RIVER WATER & SEWER SYSTEM (PRWS) WATER & WASTEWATER SERVICE & USAGE AND CONNECTION FEES

JUNE 10, 2025 BOARD OF SUPERVISORS MEETING



PINEY RIVER WATER & SEWER SYSTEM (PRWS) BACKGROUND

- System was built using USDA/Rural Development Loan, HUD/Community Development Block Grant (CDBG), EPA/State and Tribal Assistance Grant (STAG) & Southeast Rural Community Assistance Project, Inc. (SERCAP) Grant funds to address issues with well and septic systems in the interest of public health.
- Includes a water and sewer force main along Route 56 West (Tye Brook Hwy) from the wastewater pump station down to Route 151 (Patrick Henry Hwy) serving Rose Mill Rd., and Waddell Ln. to South of the Y intersection with Route 151, serving Lowesville Rd., Firehouse Rd., Shady Ln., Piney River Dr., and Whispering Pine Dr. and extends North of the Y intersection of Route 56 W and Route 151, up Route 151 to the Henderson Store area just Southwest of the Tye River.
- Sewer only service is provided to parts of Route 151 (North of the 56W/151 Y intersection, St. James Place and St. James Church Rd., Buffalo Mines Rd., Claypool Rd., Fishertown Rd., Robert Cabell Ln., Loving Dr., Cow Hollow Rd., and Jenny's Creek Rd.

PINEY RIVER WATER & SEWER SYSTEM (PRWS) BACKGROUND CONTINUED

- CDBG & SERCAP Grant Funds Required Project Specific Thresholds of Low-and-Moderate-Income (LMI) Benefit of 51% and 30% Respectively.
 - **Definition of Low- and Moderate-Income (LMI): HUD defines low-and moderate-income as a household that is at or below 80% of the median income for the area as annually adjusted.**
- System USDA/RD Loan Debt Retired in July 2019.

PINEY RIVER WATER & SEWER SYSTEM (PRWS) CUSTOMER BASE

- Total Customer Base as of March 2025 is 206:
 - 5 Water Only
 - 18 Sewer Only
 - 83 Sewer & Grinder Pump
 - 100 Water, Sewer & Grinder Pump

INCREASES IN SYSTEM EXPENDITURES BEGINNING IN FY2020 (CAPITAL, MAINTENANCE SUPPLIES/EQUIPMENT & REPAIRS)

- FY2020 – FY2025 (YTD May 2025) and Budgeted FY2026 expenditures in these categories total **\$1,582,230**
- Last Water and Wastewater Service & Usage Fee Increase was in 2013.

Fiscal Year	Capital Expenditures	Maintenance Supplies & Equipment	Maintenance & Repairs	Primary Reason
FY20	\$1,503	\$52,114	\$34,600	Grinder Pumps
FY21	\$219,000	\$30,421	\$38,822	Granulated Active Carbon Unit
FY22	\$87,539	\$95,181	\$39,527	Pump Station and Grinder Pumps
FY23	\$73,838	\$59,216	\$89,809	Pump Station and Grinder Pumps
FY24	\$1,833	\$40,497	\$62,611	Grinder Pumps
FY25 YTD (May)	\$26,875	\$94,293	\$64,358	Pump Station and Grinder Pumps
FY26 Budgeted	\$350,000	\$57,193	\$63,000	Pump Station and Grinder Pumps
Total	\$760,588	\$428,915	\$392,727	\$1,582,230

PRWS SYSTEM SERVICE & USAGE FEES COMPARED TO NELSON COUNTY SERVICE AUTHORITY

<u>Fee/Charge Description</u>	<u>RATES</u>		
	<u>2024 NCSA - Lovingston, Schuyler, Gladstone</u>	<u>2024 NCSA - Wintergreen Mountain (Where Different)</u>	<u>2013 Piney River County-O2013-04</u>
<u>Base Service & Usage Fees</u>			
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85
Grinder Pump Fees	\$ 25.25		\$ 9.00

*NCSA Base Sewer Usage Rate Effective July 1, 2025

PRWS WATER AND SEWER CONNECTION FEES COMPARED TO NELSON COUNTY SERVICE AUTHORITY

<u>Fee/Charge Description</u>	<u>RATES</u>		
	<u>2024 NCSA - Lovingston, Schuyler, Gladstone</u>	<u>2024 NCSA - Wintergreen Mountain (Where Different)</u>	<u>2013 Piney River County-O2013-04</u>
<u>Connection Fees - (Water & Sewer) - each</u>			
5/8" to 3/4"	\$ 4,000.00		\$ 2,000.00
- Full 3/4" (3/4")	\$ 6,000.00		\$ 3,000.00
- One Inch (1")	\$ 10,000.00		\$ 5,000.00
- One & One Half (1 1/2")	\$ 17,500.00		\$ 8,000.00
- Two Inch (2")	\$ 32,000.00		\$ 16,000.00
- Three Inch (3")	\$ 64,000.00		\$ 32,000.00
- Four Inch (4")	\$ 100,000.00		\$ 50,000.00
- Six Inch (6")	\$ 200,000.00		\$ 100,000.00

5 YEAR PHASE-IN OF EQUALIZING COUNTY PRWS & NCSA WATER & SEWER SERVICE & USAGE FEES (EQUAL INCREASES EACH YEAR)

5-Year Rate Phase-In

Base Service & Usage Fees	NCSA	WGR	NC-PRWS	5-Year Differential	Year-1	% Change	Year-2	Year-3	Year-4	Year-5
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90	\$ 3.68	\$ 33.58	12.31%	\$ 37.26	\$ 40.94	\$ 44.62	\$ 48.30
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10	\$ 1.18	\$ 7.28	19.34%	\$ 8.46	\$ 9.64	\$ 10.82	\$ 12.00
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60	\$ 10.11	\$ 39.71	34.16%	\$ 49.82	\$ 59.93	\$ 70.04	\$ 80.15
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85	\$ 0.89	\$ 7.74	12.99%	\$ 8.63	\$ 9.52	\$ 10.41	\$ 11.30
Grinder Pump Fees	\$ 25.25		\$ 9.00	\$ 3.25	\$ 12.25	36.11%	\$ 15.50	\$ 18.75	\$ 22.00	\$ 25.25
Minimum Total With Grinder Pump	\$ 153.70		\$ 68.50	\$ 17.04	\$ 85.54	24.88%	\$ 102.58	\$ 119.62	\$ 136.66	\$ 153.70
Minimum Total Without Grinder Pump	\$ 128.45		\$ 59.50	\$ 13.79	\$ 73.29	23.18%	\$ 87.08	\$ 100.87	\$ 114.66	\$ 128.45

4 YEAR PHASE-IN OF EQUALIZING COUNTY PRWS & NCSA WATER & SEWER SERVICE & USAGE FEES (EQUAL INCREASES EACH YEAR)

4-Year Rate Phase-In

	NCSA	WGR	NC-PRWS	4-Year Differential	Year-1	% Change	Year-2	Year-3	Year-4
Base Service & Usage Fees									
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90	\$ 4.60	\$ 34.50	15.38%	\$ 39.10	\$ 43.70	\$ 48.30
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10	\$ 1.48	\$ 7.58	24.18%	\$ 9.05	\$ 10.53	\$ 12.00
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60	\$ 12.64	\$ 42.24	42.69%	\$ 54.88	\$ 67.51	\$ 80.15
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85	\$ 1.11	\$ 7.96	16.24%	\$ 9.08	\$ 10.19	\$ 11.30
Grinder Pump Fees	\$ 25.25		\$ 9.00	\$ 4.06	\$ 13.06	45.14%	\$ 17.13	\$ 21.19	\$ 25.25
Minimum Total With Grinder Pump	\$ 153.70		\$ 68.50	\$ 21.30	\$ 89.80	31.09%	\$ 111.10	\$ 132.40	\$ 153.70
Minimum Total Without Grinder Pump	\$ 128.45		\$ 59.50	\$ 17.24	\$ 76.74	28.97%	\$ 93.98	\$ 111.21	\$ 128.45

3 YEAR PHASE-IN OF EQUALIZING COUNTY PRWS & NCSA WATER & SEWER SERVICE & USAGE FEES (EQUAL INCREASES EACH YEAR)

3-Year Rate Phase-In

	NCSA	WGR	NC-PRWS	3-Year Differential	Year-1	% Change	Year-2	Year-3
Base Service & Usage Fees								
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90	\$ 6.13	\$ 36.03		\$ 42.17	\$ 48.30
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10	\$ 1.97	\$ 8.07	32.24%	\$ 10.03	\$ 12.00
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60	\$ 16.85	\$ 46.45	56.93%	\$ 63.30	\$ 80.15
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85	\$ 1.48	\$ 8.33	21.65%	\$ 9.82	\$ 11.30
Grinder Pump Fees	\$ 25.25		\$ 9.00	\$ 5.42	\$ 14.42	60.19%	\$ 19.83	\$ 25.25
Minimum Total With Grinder Pump	\$ 153.70		\$ 68.50	\$ 28.40	\$ 96.90	41.46%	\$ 125.30	\$ 153.70
Minimum Total Without Grinder Pump	\$ 128.45		\$ 59.50	\$ 22.98	\$ 82.48	38.63%	\$ 105.47	\$ 128.45

3-5 YEAR PHASE-IN OF EQUALIZING COUNTY PRWS & NCSA WATER & SEWER SERVICE & USAGE FEES (EQUAL INCREASES EACH YEAR)

5-Year Rate Phase-In

Base Service & Usage Fees	NCSA	WGR	NC-PRWS	5-Year Differential	Year-1	% Change	Year-2	Year-3	Year-4	Year-5
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90	\$ 3.68	\$ 33.58	12.31%	\$ 37.26	\$ 40.94	\$ 44.62	\$ 48.30
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10	\$ 1.18	\$ 7.28	19.34%	\$ 8.46	\$ 9.64	\$ 10.82	\$ 12.00
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60	\$ 10.11	\$ 39.71	34.16%	\$ 49.82	\$ 59.93	\$ 70.04	\$ 80.15
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85	\$ 0.89	\$ 7.74	12.99%	\$ 8.63	\$ 9.52	\$ 10.41	\$ 11.30
Grinder Pump Fees	\$ 25.25		\$ 9.00	\$ 3.25	\$ 12.25	36.11%	\$ 15.50	\$ 18.75	\$ 22.00	\$ 25.25
Minimum Total With Grinder Pump	\$ 153.70		\$ 68.50	\$ 17.04	\$ 85.54	24.88%	\$ 102.58	\$ 119.62	\$ 136.66	\$ 153.70
Minimum Total Without Grinder Pump	\$ 128.45		\$ 59.50	\$ 13.79	\$ 73.29	23.18%	\$ 87.08	\$ 100.87	\$ 114.66	\$ 128.45

4-Year Rate Phase-In

Base Service & Usage Fees	NCSA	WGR	NC - PRWS	4-Year Differential	Year-1	% Change	Year-2	Year-3	Year-4
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90	\$ 4.60	\$ 34.50	15.38%	\$ 39.10	\$ 43.70	\$ 48.30
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10	\$ 1.48	\$ 7.58	24.18%	\$ 9.05	\$ 10.53	\$ 12.00
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60	\$ 12.64	\$ 42.24	42.69%	\$ 54.88	\$ 67.51	\$ 80.15
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85	\$ 1.11	\$ 7.96	16.24%	\$ 9.08	\$ 10.19	\$ 11.30
Grinder Pump Fees	\$ 25.25		\$ 9.00	\$ 4.06	\$ 13.06	45.14%	\$ 17.13	\$ 21.19	\$ 25.25
Minimum Total With Grinder Pump	\$ 153.70		\$ 68.50	\$ 21.30	\$ 89.80	31.09%	\$ 111.10	\$ 132.40	\$ 153.70
Minimum Total Without Grinder Pump	\$ 128.45		\$ 59.50	\$ 17.24	\$ 76.74	28.97%	\$ 93.98	\$ 111.21	\$ 128.45

3-Year Rate Phase-In

Base Service & Usage Fees	NCSA	WGR	NC-PRWS	3-Year Differential	Year-1	% Change	Year-2	Year-3
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90	\$ 6.13	\$ 36.03		\$ 42.17	\$ 48.30
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10	\$ 1.97	\$ 8.07	32.24%	\$ 10.03	\$ 12.00
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60	\$ 16.85	\$ 46.45	56.93%	\$ 63.30	\$ 80.15
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85	\$ 1.48	\$ 8.33	21.65%	\$ 9.82	\$ 11.30
Grinder Pump Fees	\$ 25.25		\$ 9.00	\$ 5.42	\$ 14.42	60.19%	\$ 19.83	\$ 25.25
Minimum Total With Grinder Pump	\$ 153.70		\$ 68.50	\$ 28.40	\$ 96.90	41.46%	\$ 125.30	\$ 153.70
Minimum Total Without Grinder Pump	\$ 128.45		\$ 59.50	\$ 22.98	\$ 82.48	38.63%	\$ 105.47	\$ 128.45

WHAT IS CONSIDERED AN AFFORDABLE WATER & SEWER BILL?

The general consensus and widely used thresholds for water and sewer affordability in the U.S. suggest that spending more than 3% to 4.5% of household income on drinking water and wastewater bills is considered a high burden or unaffordable.

- EPA Thresholds: The U.S. Environmental Protection Agency (EPA) has used thresholds of 3% and 4.5% of household income for combined drinking water and wastewater bills to estimate the number of households experiencing a high water burden. The 4.5% threshold is particularly common with the components being 2.5% Drinking Water and 2% Wastewater.¹

¹ <https://belonging.berkeley.edu/measuring-water-and-sewer-service-affordability>

NELSON COUNTY, ZIP CODE 22964 & ZIP CODE 22967 MEDIAN HOUSEHOLD INCOME (2021)

- Nelson County 2021 Median Household Income: \$74,415¹
 - **80% LMI = \$59,532**
- Nelson County 2021 Median Household Income Zip Code 22964 (Piney River): \$77,328²
 - **80% LMI = \$61,862**
- Nelson County 2021 Median Household Income Zip Code 22967 (Roseland): \$71,502³
 - **80% LMI = \$57,202**

Definition of Low- and Moderate-Income (LMI): HUD defines low- and moderate-income as a household that is at or below 80% of the median income for the area as annually adjusted.

¹[*2021 Median household income - Census Bureau Tables*](#)

²[*US ZIP Code 22964 - Piney River, Virginia Overview and Interactive Map*](#)

³[*US ZIP Code 22967 - Roseland, Virginia Overview and Interactive Map*](#)

EPA AFFORDABILITY METRICS APPLIED TO MEDIAN HOUSEHOLD INCOME COMPARED WITH MONTHLY NCSA BASE WATER AND SEWER USAGE FEES

	Median Household Income (2021)	<u>2%</u> Drinking Water Max EPA Cost/ MO	<u>2.5%</u> Wastewater (sewer) Max EPA Cost/ MO	<u>4.5%</u> W&S Max EPA Total Cost/ MO	Grinder Pump Fee/ MO	W,S & GP Total/ MO	Total W,S & GP/ MO as a % of MHI & MHI (LMI)
Nelson County ¹	\$74,415	\$124.03	\$155.03	\$279.06			2.48%
80% of MHI (LMI)	\$59,532	\$99.22	\$124.03	\$223.25			3.10%
NCSA Monthly Base Rate		\$48.30	\$80.15	\$128.45	\$25.25	\$153.70	
Zip 22964 Piney River ²	\$77,328	\$128.88	\$161.10	\$289.98			2.38%
80% of MHI (LMI)	\$61,862	\$103.10	\$128.88	\$231.98			2.98%
NCSA Monthly Base Rate		\$48.30	\$80.15	\$128.45	\$25.25	\$153.70	
Zip 22967 Roseland ²	\$71,502	\$119.17	\$148.96	\$268.13			2.58%
80% of MHI (LMI)	\$57,202	\$95.34	\$119.17	\$214.51			3.22%
NCSA Monthly Base Rate		\$48.30	\$80.15	\$128.45	\$25.25	\$153.70	

¹2021 Median household income - Census Bureau Tables

²US ZIP Code 22964 - Piney River, Virginia Overview and Interactive Map

³US ZIP Code 22967 - Roseland, Virginia Overview and Interactive Map

SUMMARY

- Since FY2020, There Have Been Increased System Expenditures Related to the Phase II Pump Station and Grinder Pumps
- A Significant Capital Investment in the System Will Be Made to Replace the Phase II Pump Station in FY2026
- System Rates Have Not Increased Since 2013
- Increasing System Water and Wastewater Rates to Equal the Current Rates of NCSA is Considered Affordable Based on the EPA's Definition of Affordability and the Median Household Income of the Affected Areas of the County.

OTHER FEES/CHARGES TO CONSIDER EQUALIZING (SEE SCHEDULE PROVIDED)

- Water & Sewer Availability Fees
- Yard Hydrant fees
- Unauthorized Water/Sewer Use Fees (Additional Daily Charge)
- Copies of County Rules/Regulations
- New Service Opinion Fee
- Voluntary Disconnect/Reconnection Fees (Water)
- Misuse/Damage Fee Minimum

NEXT STEPS

- Q&A - Discussion of Information Presented
- Staff Development of Other Rate Increase Options (If Desired):
 - Lower Initial Increases Graduating to Higher in a Phased Approach
 - Any Other Scenarios Suggested
- Staff Presentation of Other Rate Increase Options (If Desired) in July - Authorization for Public Hearing on Desired Rate Increases - Specifying Effective Date Considering Length of Notice Period
- Conduct Public Hearing to Amend the County's Water and Wastewater Ordinance, Chapter 12 Article III
- Notify Customer Base of Effective Date of Rate Changes

PINEY RIVER WATER & SEWER - SERVICE FEE RATE DIFFERENCES FY26 (JULY 2025)

<u>Fee/Charge Description</u>	RATES		
	2024 NCSA - Lovington, Schuyler, Gladstone	2024 NCSA - Wintergreen Mountain (Where Different)	2013 Piney River County-O2013-04
<u>Availability Fees</u>			
Availiability Fee - Water	\$ 3.50		\$ -
Availiability Fee - Sewer	\$ 5.00		\$ -
<u>Yard Hydrant Fees</u>			
Yard Hydrant Fees - (1,500 gal. base charge monthly - NC, 4,000 gal. NCSA) add'l if on separate meter	\$ 48.30	\$ 52.90	\$ 7.50
<u>Fire Protection Fees</u>			
Fire Protection Fees - (annual per hydrant) Can be Paid Quarterly (County Pays NCSA)	\$ 981.41		N/A
<u>Unauthorized Water/Sewer Use Fees</u>			
Initial Charge	\$ 500.00		\$ 500.00
Additional Daily Charge	\$ 1,000.00		\$ 500.00
<u>Septage Hauler's Fees - (per gallon)</u>	\$ 0.16		N/A
<u>Copies of Authority/County Rules & Regulations</u>	\$ 10.00		\$ 2.50
<u>New Service Opinion Fee - (add'l charge of time & material if actually located or dug up)</u>	\$ 50.00		\$ -
<u>Voluntary Disconnect/Reconnection Fees (water service)</u>	N/A		\$ 25.00
<u>Misuse/Damage Fee - (actual cost for time & materials for all damages over minimum)</u>	\$ 500.00		\$ -
<u>Base Service & Usage Fees</u>			
Water Usage - (4,000 gallons monthly minimum)	\$ 48.30	\$ 52.90	\$ 29.90
Water Usage - (per 1,000 gallons over monthly minimum)	\$ 12.00		\$ 6.10
Sewer Usage - (4,000 gallons per month)	\$ 80.15	\$ 80.15	\$ 29.60
Sewer Usage - (per 1,000 gallons over monthly minimum)	\$ 11.30		\$ 6.85
Grinder Pump Fees	\$ 25.25		\$ 9.00
<u>Connection Fees - (Water & Sewer - each service)</u>			
5/8" to 3/4"	\$ 4,000.00		\$ 2,000.00
- Full 3/4" (3/4")	\$ 6,000.00		\$ 3,000.00
- One Inch (1")	\$ 10,000.00		\$ 5,000.00
- One & One Half (1 1/2")	\$ 17,500.00		\$ 8,000.00
- Two Inch (2")	\$ 32,000.00		\$ 16,000.00
- Three Inch (3")	\$ 64,000.00		\$ 32,000.00
- Four Inch (4")	\$ 100,000.00		\$ 50,000.00
- Six Inch (6")	\$ 200,000.00		\$ 100,000.00

STATE CODE COMPLIANCE WITH HB2383/SBI 402 - TRANSIENT OCCUPANCY TAX ADMINISTRATION
& AUTHORIZATIONS FOR PUBLIC HEARINGS

V.A: RESOLUTION R2025-41 TRANSIENT OCCUPANCY REPORTING

V. B: RESOLUTION R2025-42 BUSINESS LICENSE REQUIREMENT

JUNE 10, 2025 BOARD OF SUPERVISORS MEETING



V.A. : SUMMARY CHANGES TO COUNTY CODE CHAPTER 11, TAXATION, ARTICLE VI, TRANSIENT OCCUPANCY TAX

HB2383/SB1402 - Transient occupancy tax; administration

- Adds Definitions to Section 11-130 for:
 - Accommodations
 - Accommodations Fee
 - Accommodations Intermediary
 - Accommodations Provider
- Repeals Current Section 11-132 and enacts new Section 11-132 – Collection from transients; when payable:
 - Provides for Collection of Tax by Accommodations Intermediaries and Accommodations Providers
 - Provides for Reporting and Remittance of Tax by Accommodations Intermediaries and Accommodation Providers

SUMMARY CHANGES TO COUNTY CODE

CHAPTER 11, TAXATION, ARTICLE VI, TRANSIENT OCCUPANCY TAX

- Adds to Section 11-133 Report of collection and remittance of tax:
 - Accommodations Providers are not required to submit a report to the Commissioner of Revenue (COR) if all accommodations sales are facilitated by an Accommodations Intermediary and the Intermediary attests to the locality by COR form stating the same.
 - Provides for when the Attestation Forms must be provided to the Commissioner of Revenue.
 - Accommodations Providers who do not use an Accommodations Intermediary are required to submit a report and remit such tax as otherwise required in Article VI.

OTHER PROCEDURAL CHANGES INCLUDED IN HB2383/SB1402 TRANSIENT OCCUPANCY TAX ADMINISTRATION

- Information provided by an Accommodations Intermediary to Commissioners of Revenue or Treasurers for Transient Occupancy Tax purposes shall be confidential and cannot be shared with any other Department or Official of the Locality.
- Currently, the COR submits copies of the Business Licenses for each month to Planning & Zoning staff to confirm Zoning Ordinance compliance and these are also provided to Tourism & Economic Development in maintaining the County's Business Registry. This will no longer be allowed pursuant to the new State Code provisions for those businesses whose information is provided by an Accommodations Intermediary.
- In order to address this change, the Commissioner, Ms. Bishop, Ms. Kelley, Ms. Spivey, and Mr. Payne met and propose a solution that amends the County Code, Chapter 6, License Permits and Business Regulations, Article IV, General Business License, Section 6-90 Application Requirements.

PROPOSED AMENDMENT TO COUNTY CODE, CHAPTER 6, LICENSE PERMITS AND BUSINESS
REGULATIONS, ARTICLE IV., SECTION 6-90 APPLICATION REQUIREMENTS
V. B R2025-42, AUTHORIZATION FOR PUBLIC HEARING

- The Proposed Code Amendment would repeal and re-enact the current Section 6-90 Application Requirements and would add to the current application requirements, the requirement of obtaining Zoning approval prior to the issuance of a Business License for new or existing businesses which have changed physical location or description.
- This would only apply to uses regulated by the Zoning Ordinance such as commercial uses, home occupations, and short term rentals.
- Planning and Zoning is developing a new zoning approval application to ensure the necessary information is captured and that the use is compliant prior to the applicant acquiring a Business License.

Q&A AND STAFF RECOMMENDATIONS

- Q&A
- Staff Recommendations:
 - Adopt **Resolution R2025-41** Authorization for Public Hearing, Amendment of the Code of Nelson County, Virginia, Chapter 11, Taxation, Article VI, Transient Occupancy Tax
 - Adopt Resolution **R2025-42** Authorization for Public Hearing, Amendment of the Code of Nelson County, Virginia, Chapter 6, Licenses, Permits, and Business Regulations, Article IV, General Business License.



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East District

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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 R2025-41
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR PUBLIC HEARING
AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA
CHAPTER 11, TAXATION, ARTICLE 6 TRANSIENT OCCUPANCY TAX**

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 **July 8, 2025 at 7:00 P.M.** 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 11, Taxation, Article 6 Transient Occupancy Tax. Proposed amendments would add new definitions to Sec. 11-130; Repeal current Sec. 11-132 and enact new Sec. 11-132 Collection from transients, when payable; add language to Sec. 11-133 to comply with changes to State Code effective July 1, 2025 regarding reporting requirements for accommodations providers (HB 2383 & SB 1402).

Approved: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

DRAFT ORDINANCE – Transient Occupancy Tax Reporting

Add to Sec. 11-130. Definitions

Accommodations means any room or rooms, lodgings, accommodations, or space at a Lodging Facility for which tax is imposed on the retail sale of the same pursuant to this Article.

Accommodations fee means the room charge less the discount room charge, if any, provided that the accommodations fee must not be less than \$0.

Accommodations intermediary means any person other than an accommodations provider that (i) facilitates the sale of an accommodation and (ii) either (a) charges room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including one or more payment processors, between a customer and an accommodations provider.

Accommodations intermediary does not include a person:

- (1) If the accommodations are provided by an accommodation provider operating under a trademark, trade name, or service mark belonging to that person;
- (2) Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodation provider to such person; or
- (3) Who is licensed as a real estate licensee pursuant to Article 1 (§ 54.1-2100 *et seq.*) of Chapter 21 of Title 54.1 of the Virginia Code, when acting within the scope of such license.

Accommodations provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

Repeal current Sec. 11-132.

Enact:

Sec. 11-132. Collection from transients, when payable.

Collection of Tax.

- (a) For any retail sale of accommodations facilitated by an accommodation intermediary, the accommodations intermediary will be deemed a facility making a retail sale of an accommodation. The accommodations intermediary must collect the tax imposed pursuant to this Article, computed

on the total room charge, from the person paying for the accommodations at the time payment for such accommodations is made and shall be liable for the same.

- (b) For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider must collect the tax imposed pursuant to this Article, computed on the total room charge, from the person paying for the accommodations at the time payment for such accommodations is made and shall be liable for the same.

Report and Remittance of Tax.

- (a) For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary must remit the tax imposed pursuant to this Article to the Commissioner.
- (b) For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider must remit the tax imposed pursuant to this Article to the Commissioner.
- (c) For any transaction for the retail sale of accommodations involving two or more parties that meet the definition of accommodations intermediary, nothing in this Article prohibits such parties from making an agreement regarding which party will be responsible for collecting and remitting the tax, so long as the party so responsible is registered with the Commissioner for purposes of remitting the tax. In such event, the party that agrees to collect and remit the tax will be the sole party liable for the tax, and the other parties to such agreement will not be liable for such tax.
- (d) Each accommodations intermediary must submit to the Commissioner the property addresses and gross receipts for all accommodations facilitated by the accommodations intermediary in Nelson County on a monthly basis.

Add to Sec. 11-133:

An accommodations provider shall not be required to submit a report to the Commissioner of the Revenue if (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary and (ii) the accommodations provider attests to the locality that all such sales are facilitated by an accommodations intermediary. Such attestation shall be effective for 12 months beginning with the month in which the attestation is made. Thereafter, such attestation shall be due annually on a date determined by the Commissioner of the Revenue, on such forms and in such manner as the Commissioner of the Revenue may prescribe and require. However, such accommodations provider shall make out and submit a report in accordance with this subsection for the retail sale of any accommodations not facilitated by an accommodations intermediary and shall remit such tax as otherwise required by this article.

HB2383 Transient occupancy tax; administration.

Status: Acts of Assembly Chapter

Patrons

All Patrons

Introduced by: Candi Mundon King (Chief Patron)

Summary As Introduced

Transient occupancy tax; administration. Provides that an accommodations provider shall not be required to transmit a transient occupancy tax return to a locality if (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary and (ii) the accommodations provider attests to the locality that all such sales were facilitated by an accommodations intermediary. Such attestation shall be effective for 12 months beginning with the month in which the attestation is made, and annual attestations shall be due thereafter on a date set by the locality. However, such accommodations provider shall be required to transmit returns for the retail sale of any accommodations not facilitated by an accommodations intermediary.

The bill also requires that information provided by an accommodations intermediary to a local commissioner of the revenue, treasurer, or any other local tax or revenue officer or employee of a county, city, or town for transient occupancy tax purposes shall be confidential and shall not be divulged to any other department or official of the locality or any other political subdivision of the Commonwealth. Such information shall be used by such officials only for the purpose of levying and collecting retail sales and use tax, transient occupancy tax, and any other taxes imposed on the sale of accommodations. This bill is identical to SB 1402.

Bill Versions

Show All Versions

Governor	Chaptered	PDF
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History

1/8/2025	House	Prefiled and ordered printed; Offered 01-08-2025 25104160D
1/8/2025	House	Referred to Committee on Finance
1/17/2025	House	Assigned Finance sub: Subcommittee #1
1/17/2025	House	Impact statement from TAX (HB2383)
1/20/2025	House	Subcommittee recommends reporting (7-Y 1-N)
1/22/2025	House	Reported from Finance (20-Y 2-N)
1/24/2025	House	Read first time

1/27/2025	House	Read second time and engrossed
1/28/2025	House	Read third time and passed House (94-Y 5-N)
1/29/2025	Senate	Constitutional reading dispensed (on 1st reading)
1/29/2025	Senate	Referred to Committee on Finance and Appropriations
2/5/2025	Senate	Reported from Finance and Appropriations (13-Y 0-N)
2/6/2025	Senate	Rules suspended
2/6/2025	Senate	Constitutional reading dispensed (on 2nd reading) (40-Y 0-N)
2/6/2025	Senate	Passed by for the day
2/7/2025	Senate	Read third time
2/7/2025	Senate	Passed Senate (39-Y 0-N)
2/10/2025	House	Enrolled
2/10/2025	House	Bill text as passed House and Senate (HB2383ER)
2/10/2025	House	Signed by Speaker
2/13/2025	Senate	Signed by President
2/15/2025	House	Impact statement from TAX (HB2383)
2/18/2025	House	Enrolled Bill communicated to Governor on February 18, 2025
2/18/2025	Governor	Governor's Action Deadline 11:59 p.m., March 24, 2025
3/24/2025	Governor	Approved by Governor-Chapter 458 (Effective 07/01/25)
3/24/2025	Governor	Acts of Assembly Chapter text (CHAP0458)

VIRGINIA ACTS OF ASSEMBLY - 2025 SESSION

CHAPTER 458

An Act to amend and reenact §§ 58.1-3, 58.1-3826, and 58.1-3827 of the Code of Virginia, relating to transient occupancy tax; administration.

[H 2383]

Approved March 24, 2025

Be it enacted by the General Assembly of Virginia:

1. That §§ 58.1-3, 58.1-3826, and 58.1-3827 of the Code of Virginia are amended and reenacted as follows:

§ 58.1-3. Secrecy of information; penalties.

A. Except in accordance with a proper judicial order or as otherwise provided by law, the Tax Commissioner or agent, clerk, commissioner of the revenue, treasurer, or any other state or local tax or revenue officer or employee, or any person to whom tax information is divulged pursuant to this section or § 58.1-512 ~~or~~, 58.1-2712.2, *or* 58.1-3826, or any former officer or employee of any of the aforementioned offices shall not divulge any information acquired by him in the performance of his duties with respect to the transactions, property, including personal property, income or business of any person, firm or corporation. Such prohibition specifically includes any copy of a federal return or federal return information required by Virginia law to be attached to or included in the Virginia return. This prohibition shall apply to any reports, returns, financial documents or other information filed with the Attorney General pursuant to the provisions of Article 3 (§ 3.2-4204 et seq.) of Chapter 42 of Title 3.2. Any person violating the provisions of this section is guilty of a Class 1 misdemeanor. The provisions of this subsection shall not be applicable, however, to:

1. Matters required by law to be entered on any public assessment roll or book;
2. Acts performed or words spoken, published, or shared with another agency or subdivision of the Commonwealth in the line of duty under state law;
3. Inquiries and investigations to obtain information as to the process of real estate assessments by a duly constituted committee of the General Assembly, or when such inquiry or investigation is relevant to its study, provided that any such information obtained shall be privileged;
4. The sales price, date of construction, physical dimensions or characteristics of real property, or any information required for building permits;
5. Copies of or information contained in an estate's probate tax return, filed with the clerk of court pursuant to § 58.1-1714, when requested by a beneficiary of the estate or an heir at law of the decedent or by the commissioner of accounts making a settlement of accounts filed in such estate;
6. Information regarding nonprofit entities exempt from sales and use tax under § 58.1-609.11, when requested by the General Assembly or any duly constituted committee of the General Assembly;
7. Reports or information filed with the Attorney General by a Stamping Agent pursuant to the provisions of Article 3 (§ 3.2-4204 et seq.), when such reports or information are provided by the Attorney General to a tobacco products manufacturer who is required to establish a qualified escrow fund pursuant to § 3.2-4201 and are limited to the brand families of that manufacturer as listed in the Tobacco Directory established pursuant to § 3.2-4206 and are limited to the current or previous two calendar years or in any year in which the Attorney General receives Stamping Agent information that potentially alters the required escrow deposit of the manufacturer. The information shall only be provided in the following manner: the manufacturer may make a written request, on a quarterly or yearly basis or when the manufacturer is notified by the Attorney General of a potential change in the amount of a required escrow deposit, to the Attorney General for a list of the Stamping Agents who reported stamping or selling its products and the amount reported. The Attorney General shall provide the list within 15 days of receipt of the request. If the manufacturer wishes to obtain actual copies of the reports the Stamping Agents filed with the Attorney General, it must first request them from the Stamping Agents pursuant to subsection C of § 3.2-4209. If the manufacturer does not receive the reports pursuant to subsection C of § 3.2-4209, the manufacturer may make a written request to the Attorney General, including a copy of the prior written request to the Stamping Agent and any response received, for copies of any reports not received. The Attorney General shall provide copies of the reports within 45 days of receipt of the request.

B. 1. Nothing contained in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and the items thereof or the publication of delinquent lists showing the names of taxpayers who are currently delinquent, together with any relevant information which in the opinion of the Department may assist in the collection of such delinquent taxes. Notwithstanding any other provision of this section or other law, the Department, upon request by the General Assembly or any duly constituted committee of the General Assembly, shall disclose the total aggregate amount of an income tax deduction or credit taken by all taxpayers, regardless of (i) how

few taxpayers took the deduction or credit or (ii) any other circumstances. This section shall not be construed to prohibit a local tax official from disclosing whether a person, firm or corporation is licensed to do business in that locality and divulging, upon written request, the name and address of any person, firm or corporation transacting business under a fictitious name. Additionally, notwithstanding any other provision of law, the commissioner of revenue is authorized to provide, upon written request stating the reason for such request, the Tax Commissioner with information obtained from local tax returns and other information pertaining to the income, sales and property of any person, firm or corporation licensed to do business in that locality.

2. This section shall not prohibit the Department from disclosing whether a person, firm, or corporation is registered as a retail sales and use tax dealer pursuant to Chapter 6 (§ 58.1-600 et seq.) or whether a certificate of registration number relating to such tax is valid. Additionally, notwithstanding any other provision of law, the Department is hereby authorized to make available the names and certificate of registration numbers of dealers who are currently registered for retail sales and use tax.

3. This section shall not prohibit the Department from disclosing information to nongovernmental entities with which the Department has entered into a contract to provide services that assist it in the administration of refund processing or other services related to its administration of taxes.

4. This section shall not prohibit the Department from disclosing information to taxpayers regarding whether the taxpayer's employer or another person or entity required to withhold on behalf of such taxpayer submitted withholding records to the Department for a specific taxable year as required pursuant to subdivision C 1 of § 58.1-478.

5. This section shall not prohibit the commissioner of the revenue, treasurer, director of finance, or other similar local official who collects or administers taxes for a county, city, or town from disclosing information to nongovernmental entities with which the locality has entered into a contract to provide services that assist it in the administration of refund processing or other non-audit services related to its administration of taxes. The commissioner of the revenue, treasurer, director of finance, or other similar local official who collects or administers taxes for a county, city, or town shall not disclose information to such entity unless he has obtained a written acknowledgement by such entity that the confidentiality and nondisclosure obligations of and penalties set forth in subsection A apply to such entity and that such entity agrees to abide by such obligations.

C. Notwithstanding the provisions of subsection A or B or any other provision of this title, the Tax Commissioner is authorized to (i) divulge tax information to any commissioner of the revenue, director of finance, or other similar collector of county, city, or town taxes who, for the performance of his official duties, requests the same in writing setting forth the reasons for such request; (ii) provide to the Commissioner of the Department of Social Services, upon entering into a written agreement, the amount of income, filing status, number and type of dependents, whether a federal earned income tax credit as authorized in § 32 of the Internal Revenue Code and an income tax credit for low-income taxpayers as authorized in § 58.1-339.8 have been claimed, and Forms W-2 and 1099 to facilitate the administration of public assistance or social services benefits as defined in § 63.2-100 or child support services pursuant to Chapter 19 (§ 63.2-1900 et seq.) of Title 63.2, or as may be necessary to facilitate the administration of outreach and enrollment related to the federal earned income tax credit authorized in § 32 of the Internal Revenue Code and the income tax credit for low-income taxpayers authorized in § 58.1-339.8; (iii) provide to the chief executive officer of the designated student loan guarantor for the Commonwealth of Virginia, upon written request, the names and home addresses of those persons identified by the designated guarantor as having delinquent loans guaranteed by the designated guarantor; (iv) provide current address information upon request to state agencies and institutions for their confidential use in facilitating the collection of accounts receivable, and to the clerk of a circuit or district court for their confidential use in facilitating the collection of fines, penalties, and costs imposed in a proceeding in that court; (v) provide to the Commissioner of the Virginia Employment Commission, after entering into a written agreement, such tax information as may be necessary to facilitate the collection of unemployment taxes and overpaid benefits; (vi) provide to the Virginia Alcoholic Beverage Control Authority, upon entering into a written agreement, such tax information as may be necessary to facilitate the collection of state and local taxes and the administration of the alcoholic beverage control laws; (vii) provide to the Director of the Virginia Lottery such tax information as may be necessary to identify those lottery ticket retailers who owe delinquent taxes; (viii) provide to the Department of the Treasury for its confidential use such tax information as may be necessary to facilitate the location of owners and holders of unclaimed property, as defined in § 55.1-2500; (ix) provide to the State Corporation Commission, upon entering into a written agreement, such tax information as may be necessary to facilitate the collection of taxes and fees administered by the Commission; (x) provide to the Executive Director of the Potomac and Rappahannock Transportation Commission for his confidential use such tax information as may be necessary to facilitate the collection of the motor vehicle fuel sales tax; (xi) provide to the Commissioner of the Department of Agriculture and Consumer Services such tax information as may be necessary to identify those applicants for registration as a supplier of charitable gaming supplies who have not filed required returns or who owe delinquent taxes; (xii) provide to the Department of Housing and Community Development for its confidential use such tax information as may be necessary to facilitate

the administration of the remaining effective provisions of the Enterprise Zone Act (§ 59.1-270 et seq.), and the Enterprise Zone Grant Program (§ 59.1-538 et seq.); (xiii) provide current name and address information to private collectors entering into a written agreement with the Tax Commissioner, for their confidential use when acting on behalf of the Commonwealth or any of its political subdivisions; however, the Tax Commissioner is not authorized to provide such information to a private collector who has used or disseminated in an unauthorized or prohibited manner any such information previously provided to such collector; (xiv) provide current name and address information as to the identity of the wholesale or retail dealer that affixed a tax stamp to a package of cigarettes to any person who manufactures or sells at retail or wholesale cigarettes and who may bring an action for injunction or other equitable relief for violation of Chapter 10.1, Enforcement of Illegal Sale or Distribution of Cigarettes Act; (xv) provide to the Commissioner of Labor and Industry, upon entering into a written agreement, such tax information as may be necessary to facilitate the collection of unpaid wages under § 40.1-29; (xvi) provide to the Director of the Department of Human Resource Management, upon entering into a written agreement, such tax information as may be necessary to identify persons receiving workers' compensation indemnity benefits who have failed to report earnings as required by § 65.2-712; (xvii) provide to any commissioner of the revenue, director of finance, or any other officer of any county, city, or town performing any or all of the duties of a commissioner of the revenue and to any dealer registered for the collection of the Communications Sales and Use Tax, a list of the names, business addresses, and dates of registration of all dealers registered for such tax; (xviii) provide to the Executive Director of the Northern Virginia Transportation Commission for his confidential use such tax information as may be necessary to facilitate the collection of the motor vehicle fuel sales tax; (xix) provide to the Commissioner of Agriculture and Consumer Services the name and address of the taxpayer businesses licensed by the Commonwealth that identify themselves as subject to regulation by the Board of Agriculture and Consumer Services pursuant to § 3.2-5130; (xx) provide to the developer or the economic development authority of a tourism project authorized by § 58.1-3851.1, upon entering into a written agreement, tax information facilitating the repayment of gap financing; (xxi) provide to the Virginia Retirement System and the Department of Human Resource Management, after entering into a written agreement, such tax information as may be necessary to facilitate the enforcement of subdivision C 4 of § 9.1-401; (xxii) provide to the Department of Medical Assistance Services and the Department of Social Services, upon entering into a written agreement, the name, address, social security number, email address, dependent information provided pursuant to subdivision B 2 of § 58.1-341.1, number and type of personal exemptions, tax-filing status, adjusted gross income, and any additional information voluntarily provided by the taxpayer for disclosure pursuant to subdivisions B 1 and 2 of § 58.1-341.1, of an individual, or spouse in the case of a married taxpayer filing jointly, who has voluntarily consented to such disclosure for purposes of identifying persons who would like to newly enroll in medical assistance; (xxiii) provide to the Commissioner of the Department of Motor Vehicles information sufficient to verify that an applicant for a driver privilege card or permit under § 46.2-328.3 or an applicant for an identification privilege card under § 46.2-345.3 reported income and deductions from Virginia sources, as defined in § 58.1-302, or was claimed as a dependent, on an individual income tax return filed with the Commonwealth within the preceding 12 months; and (xxiv) provide to the Virginia Health Benefit Exchange, upon entering into a written agreement, for taxable years starting on January 1, 2023, or as soon thereafter as practicable, as determined by the Department of Taxation and the Virginia Health Benefit Exchange, the name, address, social security number, email address, dependent information provided pursuant to subdivision B 2 of § 58.1-341.1, number and type of personal exemptions, tax-filing status, adjusted gross income, and any additional information voluntarily provided by the taxpayer for disclosure pursuant to subdivision B 3 of § 58.1-341.1, of an individual, or spouse in the case of a married taxpayer filing jointly, who has voluntarily consented to such disclosure for purposes of identifying persons who do not meet the income eligibility requirements for medical assistance and would like to newly enroll in a qualified health plan. The Tax Commissioner is further authorized to enter into written agreements with duly constituted tax officials of other states and of the United States for the inspection of tax returns, the making of audits, and the exchange of information relating to any tax administered by the Department of Taxation. Any person to whom tax information is divulged pursuant to this section shall be subject to the prohibitions and penalties prescribed herein as though he were a tax official.

D. Notwithstanding the provisions of subsection A or B or any other provision of this title, the commissioner of revenue or other assessing official is authorized to (i) provide, upon written request stating the reason for such request, the chief executive officer of any county or city with information furnished to the commissioner of revenue by the Tax Commissioner relating to the name and address of any dealer located within the county or city who paid sales and use tax, for the purpose of verifying the local sales and use tax revenues payable to the county or city; (ii) provide to the Department of Professional and Occupational Regulation for its confidential use the name, address, and amount of gross receipts of any person, firm or entity subject to a criminal investigation of an unlawful practice of a profession or occupation administered by the Department of Professional and Occupational Regulation, only after the Department of Professional and Occupational Regulation exhausts all other means of obtaining such information; and (iii) provide to any

representative of a condominium unit owners' association, property owners' association or real estate cooperative association, or to the owner of property governed by any such association, the names and addresses of parties having a security interest in real property governed by any such association; however, such information shall be released only upon written request stating the reason for such request, which reason shall be limited to proposing or opposing changes to the governing documents of the association, and any information received by any person under this subsection shall be used only for the reason stated in the written request. The treasurer or other local assessing official may require any person requesting information pursuant to clause (iii) of this subsection to pay the reasonable cost of providing such information. Any person to whom tax information is divulged pursuant to this subsection shall be subject to the prohibitions and penalties prescribed herein as though he were a tax official.

Notwithstanding the provisions of subsection A or B or any other provisions of this title, the treasurer or other collector of taxes for a county, city or town is authorized to provide information relating to any motor vehicle, trailer or semitrailer obtained by such treasurer or collector in the course of performing his duties to the commissioner of the revenue or other assessing official for such jurisdiction for use by such commissioner or other official in performing assessments.

This section shall not be construed to prohibit a local tax official from imprinting or displaying on a motor vehicle local license decal the year, make, and model and any other legal identification information about the particular motor vehicle for which that local license decal is assigned.

E. Notwithstanding any other provisions of law, state agencies and any other administrative or regulatory unit of state government shall divulge to the Tax Commissioner or his authorized agent, upon written request, the name, address, and social security number of a taxpayer, necessary for the performance of the Commissioner's official duties regarding the administration and enforcement of laws within the jurisdiction of the Department of Taxation. The receipt of information by the Tax Commissioner or his agent that may be deemed taxpayer information shall not relieve the Commissioner of the obligations under this section.

F. Additionally, it is unlawful for any person to disseminate, publish, or cause to be published any confidential tax document that he knows or has reason to know is a confidential tax document. A confidential tax document is any correspondence, document, or tax return that is prohibited from being divulged by subsection A, B, C, or D and includes any document containing information on the transactions, property, income, or business of any person, firm, or corporation that is required to be filed with any state official by § 58.1-512. This prohibition shall not apply if such confidential tax document has been divulged or disseminated pursuant to a provision of law authorizing disclosure. Any person violating the provisions of this subsection is guilty of a Class 1 misdemeanor.

G. Information provided by an accommodations intermediary pursuant to subsection F of § 58.1-3826 to the commissioner of the revenue, treasurer, or any other local tax or revenue officer or employee of a county, city, or town, or any other person to whom such tax information is divulged, shall be confidential pursuant to subsection A and shall not be divulged to any other department or official of the locality or any other political subdivision of the Commonwealth. Such information shall be used by such officials only for the purpose of levying and collecting retail sales and use tax, transient occupancy tax, and any other taxes imposed on the sale of accommodations.

§ 58.1-3826. Scope of transient occupancy tax.

A. The transient occupancy tax imposed pursuant to the authority of this article shall be imposed only for the use or possession of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.

B. For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the tax imposed pursuant to this article, computed on the total price paid for the use or possession of the accommodations, and shall remit the same to the locality and shall be liable for the same.

C. For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this article as a facility making a retail sale of an accommodation. The accommodations intermediary shall collect the tax imposed pursuant to this article, computed on the room charge, and shall remit the same to the locality and shall be liable for the same.

D. For any transaction for the retail sale of accommodations involving two or more parties that meet the definition of accommodations intermediary, nothing in this section shall prohibit such parties from making an agreement regarding which party shall be responsible for collecting and remitting the tax, so long as the party so responsible is registered with the locality for purposes of remitting the tax. In such event, the party that agrees to collect and remit the tax shall be the sole party liable for the tax, and the other parties to such agreement shall not be liable for such tax.

E. In any retail sale of any accommodations in which an accommodations intermediary does not facilitate the sale of the accommodations, the accommodations provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodations. In any retail sale of any accommodations in which an accommodations intermediary facilitates the sale of the accommodation, the accommodations intermediary shall separately

state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.

F. ~~Subject to applicable laws, an~~ An accommodations intermediary shall submit to a locality the property addresses and gross receipts for all accommodations facilitated by the accommodations intermediary in such locality. Such information shall be submitted monthly.

§ 58.1-3827. Administration of transient occupancy tax.

A. The tax-assessing officer of a county, city, or town shall administer and enforce the assessment of, and the treasurer of such county, city, or town shall collect, transient occupancy taxes from accommodations intermediaries.

B. In administering the assessment of transient occupancy taxes from accommodations intermediaries, the tax-assessing officer of a county, city, or town shall provide adequate information to accommodations intermediaries to enable them to identify transient occupancy rates, the applicable jurisdiction, and any discounts, deductions, or exemptions.

C. Every accommodations intermediary required to collect or pay the transient occupancy tax, on or before the twentieth day of the month following the month in which the tax shall become effective, shall transmit to the tax-assessing officer of a county, city, or town a return showing the gross receipts, any allowable discounts, deductions, or exemptions, and the rate applied to the resultant net receipts and shall remit to the treasurer of such locality the total local transient occupancy tax due, as well as any penalties and interest due, arising from all transactions taxable under this chapter during the preceding calendar month. Where applicable, the return shall also include the number of room nights and the room tax rate applied, the total amount of room tax due, and any regional transportation transient occupancy taxes due. Thereafter, a like return shall be prepared and transmitted to the tax-assessing officer of a county, city, or town by every accommodations intermediary on or before the twentieth day of each month, for the preceding calendar month.

D. An accommodations provider shall not be required to transmit a return to the tax-assessing officer of a county, city, or town if (i) all retail sales of accommodations owned by the accommodations provider are facilitated by an accommodations intermediary and (ii) the accommodations provider attests to the locality that all such sales were facilitated by an accommodations intermediary. Such attestation shall be effective for 12 months beginning with the month in which the attestation is made, and thereafter, such attestation shall be due annually on a date determined by the locality. However, such accommodations provider shall transmit returns for the retail sale of any accommodations not facilitated by an accommodations intermediary as otherwise required by this article.

Sec. 11-130. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section unless the context clearly indicates a different meaning:

- (1) *Commissioner*: The commissioner of the revenue of the County of Nelson and his or her duly designated deputies, assistants, inspectors, clerks or other employees.
- (2) *Hotel*: Any public or private hotel, inn, hostelry, tourist home or house, rooming house, dwelling unit, condominium, bed and breakfast inn, vacation house or other lodging place within the county offering lodging, as defined in this section, for compensation to any transient, as hereinafter defined in this section.
- (3) *Lodging*: Room or space furnished any transient.
- (4) *Person*: Any individual, corporation, company, association, firm, co-partnership or any group or individuals acting as a unit.
- (5) *Transient*: Any person who, for a period of not more than thirty (30) consecutive days, either at his own expense or at the expense of another, obtains lodging or the use of any space at any hotel, for which lodging or use of space a charge is made.

(Ord. of 2-14-95; Ord. No. O2022-06, 12-13-22)

Sec. 11-132. Collection from transients; when payable.

Every person receiving any payment for lodging or the use of space with respect to which a tax is levied under this article shall collect the amount of such tax so imposed from the transient on whom such tax is levied, or from the person paying for such lodging, at the time payment for such lodging is made. The taxes required to be collected under this article shall be deemed to be held in trust by the person required to collect such taxes until the same shall have been remitted to the county as provided by this article.

(Ord. of 2-14-95)

Sec. 11-133. Report of collection and remittance of tax.

The person collecting any tax as provided in this article shall make out a report thereof, upon such forms and setting forth such information as the commissioner may prescribe and require, showing the amount of lodging charges collected and the tax required to be collected and shall sign and deliver such reports with the remittance of such tax to the commissioner of the revenue. When the taxes are remitted by a person other than the owner of the hotel, the accompanying report shall list each owner's name and property address and the amount of the remittance for each. Such reports and remittances shall be made on or before the twentieth day of each month covering the amount of tax due and collected during the preceding month. Businesses which generate less than fifty dollars (\$50.00) per month in transient occupancy taxes may remit said tax and required report by the twentieth of the month following the end of each calendar quarter.

(Ord. of 2-14-95; Ord. of 11-14-95; Ord. No. O2022-06, 12-13-22)

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RESOLUTION R2025-42
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR PUBLIC HEARING
AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA
CHAPTER 6, LICENSES, PERMITS AND BUSINESS REGULATIONS
ARTICLE 4 GENERAL BUSINESS LICENSE

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 **July 8, 2025 at 7:00 P.M.** in the General District Courtroom in the Courthouse in Lovington, Virginia. The purpose of the public hearing is to receive public input on an Ordinance proposed for passage to amend Chapter 6, Licenses, Permits and Business Regulations, Article 4 General Business License. Proposed amendments repeal current Sec. 6-90 and enact new Sec. 6-90 Application requirements; which would add the requirement of a zoning approval prior to the issuance of a business license for new businesses, or existing businesses which have changed physical location or description, and would only apply to uses regulated by the Zoning Ordinance such as commercial uses, home occupations, and short term rentals.

Approved: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

Nelson County
Board of Supervisors

Memo

To: Board of Supervisors

From: Dylan M. Bishop, Director of Planning & Zoning *DMB*

Date: June 10, 2025

Re: Consideration of Updates to Business License Requirements

The Commissioner of Revenue (COR) recently made Planning and Zoning staff aware that there is an upcoming update to the Code of Virginia relating to dissemination of information regarding short term rentals. House Bill #2383, which goes into effect on July 1, prohibits Commissioners of Revenue from sharing addresses and gross receipts data with other government officials. Currently, the COR submits copies of the business licenses for each month to Planning and Zoning staff to confirm the use is compliant with the Zoning Ordinance. They are also provided to the Tourism Department to be included in the County's registry. Because this information will not be shared going forward, staff met to discuss how this could be addressed. A simple solution would be to amend County Code Section 6-90 to require a zoning approval prior to issuance of a business license. Planning and Zoning staff is developing a new application to ensure the necessary information is captured, and that the use is compliant prior to acquiring a business license. This would only apply to uses regulated by the Zoning Ordinance such as commercial uses, home occupations, and short term rentals.

Staff is requesting that the Board of Supervisors authorize a public hearing to amend Section 6-90 (attached).

DRAFT ORDINANCE – Business License Application Requirements

Repeal current Sec. 6-90.

Enact:

Sec. 6-90. Application requirements.

(a) The Commissioner of Revenue shall develop an application which shall require the business name and any trade names, the federal identification number, the type of business and its description, the physical and mailing addresses of the business, the name of the individual signing the application together with his driver's license number and contact information, and such other information deemed necessary by the Commissioner for the processing of the application.

(b) For new businesses, or existing businesses which have changed physical location or description, the following additional information is required:

(1) A copy of the approved Zoning Permit from the Planning and Zoning Department to indicate whether the applicant's business is in compliance with the Zoning Ordinance.

Sec. 6-90. Application requirements.

The commissioner of revenue shall develop an application which shall require the business name and any trade names, the federal identification number, the type of business and its description, the physical and mailing addresses of the business, the name of the individual signing the application together with his driver's license number and contact information, and such other information deemed necessary by the commissioner for the processing of the application.

(Ord. No. O2022-05, 12-13-22)



BOARD OF
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Human Resources

RESOLUTION R2025-43
NELSON COUNTY BOARD OF SUPERVISORS
ADOPTION OF THE NELSON COUNTY VEHICLE ACQUISITION,
MAINTENANCE & USE POLICY

WHEREAS, the Nelson County Board of Supervisors wishes to establish procedures and guidelines for the acquisition, maintenance, and use of motor vehicles for County business;

BE IT RESOLVED, that the Nelson County Board of Supervisors hereby adopts the attached Nelson County Vehicle Acquisition, Maintenance & Use Policy and directs the County Administrator to administer the procedures in accordance with the policy.

Approved: _____

Attest: _____, Clerk
Nelson County Board of Supervisors



NELSON COUNTY VEHICLE ACQUISITION, MAINTENANCE & USE POLICY

JUNE 10, 2025 BOARD OF SUPERVISORS MEETING



DRAFT POLICY PURPOSE, APPLICABILITY & ADMINISTRATION

- The Board of Supervisors requested staff draft a policy to establish procedures and guidelines for the acquisition, maintenance, and use of County vehicles for County business.
- Staff gathered and reviewed policies and forms from other localities; using a blend of elements for the draft policy, which has been vetted and approved by the County Attorney.
 - Albemarle County, Sussex County, and Matthews County provided their policies and forms
- The policy applies to all County employees, including Constitutional Offices, Registrar, and their employees who operate County vehicles or whose job descriptions either allow or require driving.
- **The Sheriff's Department has its own policy**; however this policy applies to Sheriff's Department employees who utilize the County's Motor Pool vehicles for County business.
- The policy provides for approval by the Board and administration by the County Administrator.

DRAFT POLICY OVERVIEW

- Qualifications of Drivers:

- Provides for license requirements of applicants being considered for employment and those hired.
- Provides for minimum standards for Drivers to use County vehicles.

- Utilization:

- Provides for the assignment of vehicles by the County Administrator, subject to Board approval, and outlines the requirements to be met for such assignment.
- Provides for use of motor pool, commercial rentals, or privately owned vehicles.
- Provides for authorized uses of County vehicles for County business:
 - Use of a County vehicle for transportation between an employee's home and work must be authorized by the County Administrator and shall only be authorized when such use is in the County's interest. Record of this authorization will be maintained by the County Administrator and is subject to review, inspection, and modification by the Board.
 - Department Heads may, without prior approval by the County Administrator, authorize their employee's use of a County vehicle from their home for travel between temporary lodging and business meetings, events, and other governmental, community or incidental related functions when official travel would begin within twenty-four (24) hours.
- Outlines prohibited activities and penalties for policy violations.

DRAFT POLICY OVERVIEW

- Vehicle Operation
 - Recommends a common sense approach and consideration of alternatives to vehicle use.
- Determination of Requirements
 - Outlines considerations to be given when evaluating departmental vehicle needs.
- Vehicle Acquisition
 - Provides for purchases and leases as authorized by the Board through its sole appropriation authority.
 - Provides procedures for new vehicle requests, acceptance, and registration.
- Vehicle Maintenance & Care
 - Provides for regular maintenance procedures, care, and fueling.

DRAFT POLICY OVERVIEW

- Responsibilities of Departments with Assigned Vehicles

- Provides for general responsibilities of Department Heads concerning vehicle support, maintenance, and usage including utilizing and maintaining monthly vehicle usage logs. Monthly Vehicle Usage Logs (**new form**) will be completed and submitted by the users with a copy maintained in their vehicle binder.
- Provides for replacement and disposal standards.

- Liabilities and Damage Claims

- Provides that employees are not financially liable for damages to County vehicles while operating on official County business.
- Provides procedural guidelines when County vehicles driven on official County business are involved in an accident, inclusive of completion and submission of a County Owned Vehicle Accident Report (**new form**) within 24 hours.

- Defense of Suits Against Employees

- Provides for defense of any civil action brought against an employee or his/her estate resulting from the employee's operation of any motor vehicle while acting within the scope of their County employment.

DRAFT POLICY OVERVIEW

- Appendices (New Forms)
 - County Owned Vehicle Use Agreement – Assigned Vehicles
 - Certification that the employee read, understands, and agrees to comply with the Policy and listed conditions for use of an assigned vehicle. (In effect until otherwise revoked)
 - County Owned Vehicle Use Agreement – Motor Pool
 - Certification that the employee read, understands, and agrees to comply with the Policy and listed conditions for temporary use of a motor pool vehicle. (In effect until otherwise revoked)
 - County Owned Vehicle Usage Log – Assigned and Motor Pool Vehicles
 - Completed assigned usage logs shall be submitted to the Finance Department monthly and copy retained in the vehicle binder.
 - Completed motor pool usage logs shall be retained in the vehicle binder.
 - County Owned Vehicle Accident Report

DRAFT POLICY OVERVIEW

- Q&A/Discussion
- Consider Adoption of **Resolution R2025-43** Adoption of the Nelson County Vehicle Acquisition, Maintenance, and Use Policy



NELSON COUNTY VEHICLE ACQUISITION, MAINTENANCE & USE POLICY

Adopted by
Nelson County Board of Supervisors
(*Insert Date*)

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POLICY STATEMENT

The County of Nelson, Virginia, a political subdivision of the Commonwealth of Virginia, shall conduct its purchasing in accordance with generally recognized purchasing practices, including, wherever possible or as mandated by the Virginia Procurement Act and other applicable law, and the County's Purchasing Policy.

REASON FOR POLICY

To establish procedures and guidelines for the acquisition, maintenance, and use of motor vehicles for County business.

APPLICABILITY

The Sheriff's Department must develop its own policy and a copy of those policies shall be on file with the County Administrator's Office. This policy will apply to Sheriff's Department employees that utilize the County's Motor Pool vehicles for County business.

With the exception of the Sheriff's Department, this policy applies to all County Employees, including Constitutional Officers, Registrar, and their employees, who operate County vehicles or whose job descriptions either allow or require driving.

DEFINITIONS

County Employee is any person whose name appears on the payroll records of the County of Nelson, Virginia and whose manner of work is controlled by the County and/or Board of Supervisors.

Constitutional Officers & Employees is any person whose name appears on the payroll records of the County of Nelson, Virginia and whose manner of work is controlled by the Circuit Court Clerk, Treasurer, Commissioner of Revenue, or Commonwealth Attorney.

Registrar & Employees is any person whose name appears on the payroll records of the County of Nelson, Virginia and whose manner of work is controlled by the Registrar.

Driver is all of the above defined employees, and applicants for employment, who may be required to operate a vehicle on either a full or part-time basis in the performance of their duties, and non-employees as necessary to complete County business.

VACorp is the county's insurer of motor vehicles.

RESPONSIBILITIES

Board of Supervisors: to approve the policy.

County Administrator: to administer the procedures for the acquisition, utilization, maintenance, replacement, and disposal functions in accordance with the policy set by the Board of Supervisors; with the advice of the Director of Finance, to establish and maintain purchasing procedures to

ensure the guidelines for the County's purchasing functions are followed; and, to be in compliance with local, state and federal law and ensure accurate reporting. Additionally, the advice of the Director of Public Works will be utilized in ensuring proper vehicle maintenance, replacement, and disposal guidelines are followed.

Director of Finance: to inspect, review, and maintain records of the acquisition of and use of County owned or County leased vehicles and related goods and services to ensure compliance.

Director of Public Works: to serve as the County's Vehicle Fleet Manager and in consultation with the County Administrator, manage the assignment, maintenance, inspection, repair, acquisition, retirement, and replacement of County vehicles in accordance with County policy.

QUALIFICATION OF DRIVERS

1. Prior to hire, all applicants who are required to drive County vehicles must have a valid driver's license issued by the Commonwealth of Virginia or the state in which they live and shall have their driving record checked by Human Resources.
2. An applicant who has no current license, or whose license is suspended or revoked, shall not be eligible for consideration for hire in any position requiring driving of a County vehicle.
3. An applicant who has a six-point conviction under the Virginia Division of Motor Vehicles moving violations and points assessment program within two years of the date of hire shall not be eligible for consideration for hire in any position requiring driving of a County Vehicle.
4. The County shall check all Drivers' official driving records with the Department of Motor Vehicles at least once every two (2) years, and may check at any other time, either upon supervisor's request or as part of a general procedures review.
5. All Drivers shall immediately report any change in their license status to their Department Head.
6. Drivers must notify their Department Head on the next workday of any charge and/or conviction of the following violations: driving under the influence of drugs or intoxicants; refusal to submit to a blood or breath test for determination of drug or alcohol content; reckless driving; leaving the scene of an accident; or vehicular manslaughter or homicide, eluding police, committing a drug offense, regardless of whether or not a motor vehicle is involved, committing a felony involving the use of a motor vehicle. Failure to make this notice shall result in a disciplinary action by the County up to and including termination.
 - (a) A Driver who is convicted of a driving-related offense after his or her date of hire shall be immediately removed from driving status and shall not be permitted to drive on County business. Determination of the length of suspension of County driving privileges shall be made by the Department Director and Human Resources. The Driver's continued employment shall be reviewed following examination of, among other things, the employee's overall driving record and a review of the job description requirements for the position occupied. Appropriate disciplinary action, up to and including dismissal, may occur.

- I. Minimum Standards.** Drivers must meet the following minimum standards as determined by the County to use County vehicles. Nelson County's standards are as follows:
1. No more than two (2) moving violations within the previous twenty-four (24) months (e.g. speeding, failure to yield, violating a traffic signal, failure to stop, improper turn, improper lane change, following too close, reckless driving, etc.)
 2. No more than three (3) moving violations within the previous thirty-six (36) months.
 3. No record of convictions associated with driving under the influence (DUI), reckless driving, eluding police, leaving the scene of an accident, or manslaughter (voluntary or involuntary) within the previous sixty (60) months.
 4. No record of current revocations or suspensions or previous revocations or suspensions associated with moving violations within the last sixty (60) months.
 5. If an employee fails to meet driving standards and is in a position where operating a vehicle is essential to the County, appropriate action will be taken depending on the severity and number of the convictions(s). Failure to comply with the standards shall be considered cause for dismissal, or other disciplinary measures.

UTILIZATION

I. Assignment of Vehicles

1. A County vehicle cannot be assigned to any County employee for his/her exclusive use, unless expressly approved by the County Administrator, subject to review by the Board of Supervisors.
2. The County Administrator shall assign all County owned or County leased vehicles as needed for governmental or public use, only if the requirements listed below have been met:
 - (a) The employee has a valid State of Virginia operator's license which applies to the type of vehicle to be operated and which is issued. An employee requiring temporary use of a vehicle while in travel status needs to possess a valid state driver's license and an approved travel request specifically authorizing the use of a vehicle. The Department of Motor Vehicle driving record, for any person who uses any County owned or County leased vehicle on a regular basis within the scope of his or her employment, may be obtained on a random basis, with the consent of the affected employee and at the County's expense, to be reviewed to determine whether any vehicle assignment to or used by a County Employee is in the County's best interest.
 - (b) The employee is in compliance with the County's Personnel Policy and Procedures Manual, which states: employees who operate vehicles or equipment requiring a commercial driver's license must also comply with all requirements of the Nelson County Drug and Alcohol Program to ensure compliance with Title

49 of the U.S. Department of Transportation regulations.

- (c) The vehicle is in a safe operating condition.
- (d) The vehicle is appropriate for the assignment.
- (e) The vehicle contains a packet of all pertinent information in case of an accident or emergency.
- (f) The vehicle has properly installed seat belts.

II. Utilization of Motor Pool Vehicles. The County maintains a pool of unassigned County vehicles for County Employee use, managed by the County Administrator's Office. The following apply:

1. Motor Pool vehicles are available for reservation on a first come first served basis.
2. Reservations for use of a Motor Pool vehicle must be made with County Administration.
3. Motor Pool vehicles must be returned in the condition found. The fuel tank shall be filled if less than $\frac{1}{2}$ a tank is remaining and excess dirt, food waste, and trash shall be cleaned from the vehicle. Departments may be charged if a Motor Pool vehicle requires excessive cleaning and rehabilitating after its use.
4. Vehicles found to have a mechanical or any other type(s) of issue(s) shall be reported to County Administration. If safety issues are identified, the vehicle shall not be driven.
5. Users determined to be found misusing Motor Pool vehicles will have Motor Pool use privileges suspended.

III. Utilization of Commercial Rental or Privately Owned Vehicles. On a short term basis, when all County owned vehicles are in use, or may not practicably be available, a commercial rental or privately owned vehicle may be utilized.

1. Before signing a receipt for a commercial rental or leased vehicle, the driver shall inspect it for damage, an inflated spare tire, and the necessary tools for changing the tire. If any items are missing, the vehicle may be refused until the parts are furnished or another vehicle is supplied.
2. When a County Employee on official travel requires a rental vehicle, the Employee must receive written authorization from their Supervisor/Department Head specifying the use of the vehicle.
3. To acquire a commercial vehicle, the traveler must have a purchase order or written authorization, or in the case of an emergency, the expressed authorization of the County Administrator, specifying the use of a motor vehicle.

4. When renting a vehicle while on official travel, compact or economy vehicles shall be used in lieu of costlier standard or larger vehicles. If the use of a standard vehicle at a higher cost is necessary due to unusual circumstances, a justification must be attached to the travel authorization and approved by the official approving the travel. If a need for a costlier vehicle is not known at the time the travel authorization is prepared, a justification shall be attached to the travel voucher. Notwithstanding the preceding, the County Administrator may authorize the utilization of standard or larger vehicles.
5. An employee utilizing a privately owned vehicle for County Business may be eligible for reimbursement at the prevailing mileage rate recognized by the Internal Revenue Service (IRS). **See Section V. Use of Personal Vehicles for County Business**

IV. Authorized Uses of County Vehicles. Nelson County employees shall use any County owned and County leased vehicles for official purposes only. Vehicles may be used by non-Nelson County employees only when there is a direct connection with official County business. Examples of official use, by County employees, includes the following:

1. Travel directly incidental to the performance of official business, provided that the vehicle is not diverted from a reasonable and prudent route or from its intended purposes.
2. Transportation of Nelson County documents, material, and/or supplies.
3. Transportation between temporary lodging and temporary business meetings, events and other governmental and other public community or incidental County related functions.
4. **Transportation between domicile and place of employment:** This provision shall be limited to only those County employees who have secured the expressed written authorization of the County Administrator and shall only be authorized when:
 - (a) The use of vehicles between place of employment or garage and employee's residence is in the County's interest; that official travel starts from the employee's residence rather than his/her place of employment or garage;
 - i. Department Heads, without the prior approval of the County Administrator, may authorize a County employee, when circumstances prudently call for transportation between temporary lodging and temporary business meetings, events and other governmental and other public community or incidental County related functions, to utilize a County vehicle for any of the previously stated purposes, to drive a County vehicle to his or her place of domicile when official travel would commence within twenty-four (24) hours. Any such authorization given by any Department Head shall be thereafter, in writing, filed with County Administration with a written reason for any such approval.
 - (b) Record of such authorization is to be maintained by the County Administrator and shall be subject to review, inspection and modification by the Nelson County Board of Supervisors.

- (c) **Penalty For Unofficial Use:** Any officer or employee of Nelson County, Virginia who willfully uses or authorizes the use of any Nelson County owned or County leased work or passenger motor vehicle for other than official purposes, may be suspended from duty by the County Administrator, subject to review and approval by the Board of Supervisors and, as applicable, the provisions of the County grievance procedures which by reference are expressly incorporated herein as it now exists or as later modified, without compensation, for a time certain not to exceed thirty (30) days, or be summarily removed from employment with the County if circumstances warrant the same.

V. Use of Personal Vehicles for County Business. Drivers may be required from time to time to use their own vehicle for County business. Prior to using their personal vehicle for County business, the Driver must obtain the approval of their Department Head. Drivers approved to use their personal vehicles will be reimbursed at the prevailing mileage reimbursement rate recognized by the Internal Revenue Service (IRS). **County Employees who choose to use their personal vehicle when an appropriate County vehicle is available, will not be eligible to receive a mileage reimbursement.** Drivers must maintain insurance on their own personal vehicles.

VI. Prohibited Activities.

1. Personal passengers are prohibited in County vehicles.
2. Use of tobacco products, including smokeless tobacco products such as e-cigarettes or vapes.
3. Operating a County vehicle while under the influence of alcohol and/or illegal drugs before or while operating County vehicles.
4. Operating a County vehicle while under the influence of legally prescribed drugs that may cause Driver impairment before or while operating County vehicles.
5. Operation of handheld cellular phones or other communication devices while operating a County owned vehicle.
6. Any other activity that contributes to distracted driving.

VII. Penalties.

1. Suspected instances of vehicle misuse and/or abuse shall be reported to the Director of Public Works and County Administrator, who shall investigate those allegations.
2. Penalties for violations of this policy will be as stated herein and/or in accordance with the County's Personnel Policies and Procedures Manual.

VEHICLE OPERATION

Good driving habits and a common sense approach should be maintained when operating motor vehicles. The following driving and operating techniques are examples of those which are to be observed:

1. Avoid one-person trips. Use one (1) vehicle for several passengers traveling in the same general area.
2. Consider whether or not the trip is necessary; can the task be accomplished by other means. Use the telephone, email, or virtual meeting tools when practicable and appropriate.
3. Use the complete occupant restraint system for each occupant of a motor vehicle while on official business.

DETERMINATION OF REQUIREMENTS

The Director of Public Works will assist Department Heads in the evaluation of appropriate vehicle specifications, and may assist the coordination of the purchase of new vehicles. In determining the requirements for County vehicles, consideration shall be given to the following:

1. The essential need and cost for all non-standard systems and equipment and the potential benefits to be derived from their use.
2. The number of each type of vehicle needed to accomplish the County's department objectives.
3. The fuel economy rating for all vehicle acquisitions and the total vehicle life cycle cost analysis methods should be applied where appropriate to ensure the most economical vehicle is selected.
4. The reassignment of existing vehicles to meet the requirements.
5. The feasibility of lease or rental from commercial sources, especially in those instances where the requirement is for a period of three (3) months or less.
6. The feasibility and economy of using a privately owned vehicle or local public transportation in lieu of acquiring additional vehicles.

COUNTY VEHICLE ACQUISITION

County vehicles acquired shall be limited to the minimum number required for essential purposes and utilized to the maximum extent possible. Actions such as carpooling and sharing shall be considered, thereby reducing the need to acquire additional vehicles.

I. Acquisition. County vehicles may be obtained through purchase or by commercial leasing as outlined below:

1. Purchase & Lease. Passenger and special purpose vehicles are authorized for purchase and lease only when the Board of Supervisors, the sole appropriation authority, authorizes the same. Requests for purchases and leases must be processed through

County Administration and the Finance Department. The Finance Department shall ensure that all requirements of the law are met, including but not limited to, the Virginia Public Procurement Act and the County's Purchasing Policy.

2. New Vehicle Requests. Requests for new vehicles initiated by Department Heads are to be reviewed by the Director of Public Works for recommendation to the Finance Department during the annual budget process; unless in case of emergency.
3. New Vehicle Acceptance and Registration. Prior to acceptance, new vehicles should be thoroughly inspected by a representative of the using department to verify they conform to purchase specifications. Discrepancies should be noted and reported to the Finance Department. If possible, vehicles should be test driven and any special equipment should be tested by a trained operator.
 - (a) Upon delivery of new vehicles, the acquiring department shall deliver within seven (7) calendar days all paperwork to County Administration who is responsible for ensuring the vehicle is registered and titled. All County vehicle titles will be housed in the County Administrator's Office.

MOTOR VEHICLE MAINTENANCE & CARE

County owned vehicles will be maintained in accordance with their respective vehicle's manufacturer recommended service schedule. All County vehicles needing to be serviced will first be taken to the Nelson County Schools Bus Garage for evaluation. If the Bus Garage is unable to service the vehicle, alternate means may be considered.

I. Regular Maintenance and Care.

1. Department Heads shall establish an internal procedure to ensure all vehicles assigned to their department receive periodic inspections, including checking engine oil, coolant levels and tire pressures. Discrepancies found during the course of inspections shall be documented and resolved either by the Department Head or the Bus Garage.
2. Department's assigned vehicles will be parked at each departments work location with the keys removed, vehicle windows rolled up and doors locked. Department Heads will ensure a key control system is in place for their assigned vehicles and spare keys will be housed at the County Administrator's Office. Motor Pool vehicles will be parked and secured in designated areas.
3. County employees will ensure that items being transported are properly secured prior to operating the vehicle. Items should not be placed on the dashboard.
4. County employees shall immediately report any vehicle damage to their Supervisor and complete, sign, and submit a County Owned Vehicle Accident Report form to the Finance Department as soon as is practicable.
5. Interior and exterior cleanliness of vehicles is the Department's responsibility.

6. Only the fuel grade recommended by the vehicle manufacturer shall be used.
7. The local Tiger Fuel facility shall be used to the maximum extent possible.
8. Tiger Fuel gas cards are to remain with the assigned vehicle. Lost, stolen, or damaged cards shall be reported to the Finance Department.
9. Commercial fueling may be used when traveling out of the County or if it is the most cost-effective and/or is in the best interest of the County.
10. Lost license plates for County vehicles shall be reported to the Director of Public Works immediately.

RESPONSIBILITIES OF DEPARTMENTS WITH ASSIGNED VEHICLES

I. General Responsibilities.

1. The head of each department that is assigned vehicle(s) shall assure that such vehicle(s) are operated and maintained in compliance with this policy.
2. Each Department Head shall appoint a designee to coordinate with the Director of Public Works on all matters related to vehicle support, including new vehicle requests, collecting vehicle utilization data, and ensuring that department personnel are trained on the requirements of this policy.
3. Department Heads shall immediately notify the Finance Department whenever any County vehicle is lost, damaged, or stolen.
4. Preventive maintenance will comply with the vehicle manufacturer's recommended service schedule. Department Heads shall be responsible for scheduling regular maintenance through the Bus Garage. Maintenance shall be documented on the Vehicle Usage Log and maintained in the vehicle's binder.
5. County employees assigned a vehicle for business use will complete and submit copies of monthly Vehicle Usage Logs along with their monthly timesheets; retaining the original in the vehicle binder.
6. Vehicle alterations and modifications will not be performed on County vehicles without approval. No decals, bumper stickers, logos, or other self-attached messages other than those issued or approved for application by the County, will be affixed to County vehicles. All non-Sheriff's Department County vehicles will bear the official County Seal.
7. County Administration will ensure all manufacturers' recall notices are reviewed and promptly forwarded to the Director of Public Works and departments for follow up.

8. Department Heads will develop a 5-year replacement plan in order to help predict and manage fluctuations in needs. This plan shall be developed for submission along with each fiscal year's budget request.

II. Replacement and Disposal. These replacement and disposal standards apply to all County owned vehicles:

1. The Board authorizes the County Administrator to dispose of said vehicles by public auction, sealed bids, or trade; or in any manner previously or hereafter adopted by the Board of Supervisors.
2. Replacement Standards: The County shall retain vehicles provided that the vehicles can be used or operated in an additional period without excessive maintenance costs or substantial reduction in trade-in value.
3. Damaged Vehicles: A vehicle that has been damaged beyond economical repair (including unusual wear by abnormal operating conditions) may be replaced with the approval of the Board of Supervisors.
4. Retired Vehicles: Retired vehicles shall be turned over to County Administration for disposal.

LIABILITY AND DAMAGE CLAIMS

- I. Employee Liability.** An employee will not be held financially liable for any damage to a Nelson County owned or County leased motor vehicle resulting from the operation of the vehicle in the performance of official business. If the employee's actions warrant disciplinary measures, penalties will be based on the nature of the offense.

II. Collision Damage Insurance.

1. Prior to a County employee utilizing a rental vehicle, he/she shall purchase additional collision damage insurance from the commercial rental facility.
2. An employee may be reimbursed for necessary additional insurance (collision damage waiver or collision insurance) when a vehicle is rented or leased for official travel.

III. Accidents and Investigations.

1. Whenever any County vehicle or personal vehicle being driven for county business is involved in an accident, the County Employee/Driver shall immediately do the following:
 - (a) Stop immediately and investigate even when the accident seems minor.
 - (b) If an emergency exists (bodily injury, chance of fire, etc.) call for emergency assistance.

- (c) Notify the local law enforcement agency.
 - (d) Notify your supervisor.
 - (e) Do not discuss the accident details with the other party.
 - (f) Make no expressed or implied admission of liability or fault. Make no expression of apology.
 - (g) Make written notes of the details of the accident while at the scene. Include a description of the other vehicles involved and property damaged. Obtain names, addresses, and daytime phone numbers of all persons involved and witnesses.
 - (h) Do not give information concerning the accident to anyone unless the party requesting it is an authorized official (supervisor, police officer, etc.).
 - (i) Do not discuss the accident with insurance agents, news personnel, adjusters or attorneys for any third party without permission from VACorp.
 - (j) Call for assistance with towing if needed.
2. A County Owned Vehicle Accident Report form shall be completed for each accident involving a County vehicle or personal vehicle being driven for county business, within 24 hours. This form can be found in the vehicle binder and must be completed the same day of the accident if practicable and then delivered to the employee's supervisor. If the employee is unable to complete the report, then the employee's supervisor shall be responsible for its completion and submission to the Finance Department for filing of an insurance claim.
 3. Pursuant to the County's Personnel Policy and Procedures Manual, in the event of an accident while using a personal vehicle for County business, the employee's vehicle insurance will be sole and primary. The County will reimburse the insurance deductible up to \$250.
 4. Pursuant to the County's Personnel Policy and Procedures Manual, employees who operate vehicles or equipment requiring a commercial driver's license (CDL) must also comply with all requirements of the Nelson County Drug and Alcohol Program to ensure compliance with Title 49 of the U.S. Department of Transportation regulations.

DEFENSE OF SUITS AGAINST EMPLOYEES

1. Nelson County, and/or its insurer will defend any civil action which may be brought against an employee, or his/her estate, for damage to property or for personal injury or death resulting from the employee's operation of any motor vehicle while acting within the scope of his/her employment. Damage to property or for personal injury or death resulting from the employee's operation outside of the scope of his/her employment is not reimbursable by the County, unless expressly authorized by the Board of Supervisors.

2. When a civil action or proceeding against the employee or the employee's estate is instituted for damage to property, or for personal injury or death arising from a County employee's operation of a motor vehicle while on official business, the employee shall immediately advise the County Administrator. Within three (3) days, the employee shall deliver all process and pleadings or an attested true copy thereof, served upon him/her, to the County Administrator. Failure to do so shall relieve the County of all obligations of reimbursement of expenses to said employee.
3. The County Administrator shall promptly furnish all information concerning the commencement of such action or proceedings and copies of all process and pleadings to the County Attorney and promptly notify the Board of Supervisors.

APPENDICES

County Owned Vehicle Use Agreement – Assigned Vehicles

County Owned Vehicle Use Agreement – Motor Pool

County Owned Vehicle Usage Log – Assigned and Motor Pool Vehicles

County Owned Vehicle Accident Report



COUNTY OWNED VEHICLE USE AGREEMENT – ASSIGNED VEHICLES

This form is to be filled out and signed by the Employee and Department Head acknowledging understanding of and compliance with the terms below and the Nelson County Vehicle Acquisition, Maintenance & Use Policy (County Policy). This Agreement is between Nelson County, hereinafter referred to as the County, and the Employee named below for the assignment of a County owned vehicle for business use. This agreement will remain in effect until otherwise revoked.

Employee

Driver's License #

Department

A County owned vehicle is hereby assigned to the above named employee under the following conditions:

1. Any driver of a County vehicle shall at all times be properly licensed to drive in any area in which the vehicle is operated. The driver shall provide or give the County permission to obtain a copy of their Motor Vehicle Record (driving record) as deemed necessary by the County.
2. The vehicle shall be operated and maintained according to County Policy.
3. The custodian shall keep accurate records covering mileage, expense, accidents, vehicle maintenance, etc. A copy of completed Vehicle Logs shall be submitted monthly with timesheets and the original kept in the vehicle binder.
4. The custodian shall keep the vehicle tidy in accordance with County Policy.
5. Use of tobacco products, including smokeless tobacco products such as e-cigarettes or vapes are prohibited.
6. Any driver of a County vehicle shall at all times follow safe driving practices. The Motor Vehicle Record will be used to verify past driving experience.
7. The County will pay all operating expenses such as registration, insurance, state inspection fees, gasoline, oil, maintenance, washing and repairs. Parking and toll charges will be reimbursed when such charges are incurred while driving on business for the County.
8. Vehicles owned by the County and assigned shall be used for official business as primarily defined by the driver's respective job description.
9. Vehicles will be operated by employees only, except as necessary by mechanics or other service personnel performing maintenance or other work on the vehicle. All maintenance must be documented on the Vehicle Log for Fleet Management purposes.

10. If the employee is permitted to take the vehicle home for County business per County policy, the custodian will be responsible for safe, over-night parking of the vehicle in a home garage, private driveway, or other safe and legal areas off public ways
11. The custodian assumes full responsibility for any traffic and parking violations arising out of the use of the County vehicle. If the County should be required to pay any fine after the custodian terminates employment with the County, the custodian agrees to reimburse the County within 30 days of written notice.
12. It is County policy that employees who drive or ride as passengers in County vehicles will use available passenger restraints at all times when the vehicle is in motion.
13. Passengers should be limited to county employees or non-employees as necessary to complete County business. Personal passengers are prohibited.
14. The County may revoke this assignment at any time.

CERTIFICATION

I have read, understand, and agree to comply with the Nelson County Vehicle Acquisition, Maintenance & Use Policy and the above conditions for my being assigned the custodianship of a County vehicle.

Employee's Signature

Date

Approved: _____

Department Head

Date

Please forward completed copy to the County Administrator's Office prior to the Employee being allowed to drive a County owned vehicle.



COUNTY OWNED VEHICLE USE AGREEMENT – MOTOR POOL VEHICLES

This form is to be filled out and signed by the Employee acknowledging understanding of and compliance with the terms below and the Nelson County Vehicle Acquisition, Maintenance & Use Policy (County Policy). This Agreement is between Nelson County, hereinafter referred to as the County, and the Employee named below for the temporary use of a County owned vehicle for business use. This agreement will remain in effect until otherwise revoked.

Employee

Driver's License #

Department

A County owned Motor Pool vehicle is hereby temporarily assigned to the above named employee under the following conditions:

1. Any driver of a County vehicle shall at all times be properly licensed to drive in any area in which the vehicle is operated. The driver, by signing this agreement gives the County permission to obtain a copy of their Motor Vehicle Record (driving record) as deemed necessary by the County. The Motor Vehicle Record will be used to verify past driving experience as deemed necessary by the County.
2. The vehicle shall be operated and kept tidy according to County Policy.
3. Vehicles must be returned in the condition found. The fuel tank shall be filled if less than $\frac{1}{2}$ a tank is remaining upon return.
4. The Driver shall complete the County Owned Vehicle Usage Log following each use. **A copy of completed Vehicle Usage Logs shall be kept in the vehicle binder for each vehicle.**
5. Any driver of a County vehicle shall at all times follow safe driving practices. It is County policy that employees who drive or ride as passengers in County vehicles will use available passenger restraints at all times when the vehicle is in motion.
6. The County will pay all operating expenses such as registration, insurance, state inspection fees, gasoline, oil, maintenance, washing and repairs. Parking and toll charges will be reimbursed when such charges are incurred while driving on business for the County.
7. If the Employee is permitted to take the vehicle home for County business per County policy, the Employee will be responsible for safe, over-night parking of the vehicle in a home garage, private driveway, or other safe and legal areas off public ways.
8. The Employee assumes full responsibility for any traffic and parking violations arising out of the use of the County vehicle. If the County should be required to pay any fine after the custodian terminates employment with the County, the custodian agrees to reimburse the County within 30 days of written notice.

9. Passengers should be limited to county employees or non-employees as necessary to complete County business. Personal passengers are prohibited.
10. Use of tobacco products, including smokeless tobacco products such as e-cigarettes or vapes are prohibited.
11. The County may revoke an Employee's Motor Pool vehicle usage at any time.

CERTIFICATION

I have read, understand, and agree to comply with the Nelson County Vehicle Acquisition, Maintenance & Use Policy and the above conditions for my being temporarily assigned use of a County Motor Pool vehicle.

Employee's Signature

Date

Approved: _____
County Administration

Date

COUNTY OWNED VEHICLE USAGE LOG

Employees **assigned County owned vehicles** shall complete, sign, and return this form to Human Resources with their monthly timesheet, keeping a copy in the assigned vehicle binder. For **Motor Pool usage**, please record your travel and retain the log in the Motor Pool vehicle binder.

Month: _____ Year: _____

[illegible]



COUNTY OWNED VEHICLE ACCIDENT REPORT (Complete Gray Sections)

<input type="checkbox"/> Property Claim <input type="checkbox"/> Automobile Claim <input type="checkbox"/> General Liability Claim <input type="checkbox"/> Other <i>Please check the appropriate box</i>	Nelson County PO Box 336 Lovingson, VA 22949-0336 <div style="display: flex; justify-content: space-between;"> <i>Contact Name</i> <i>Date of Loss</i> <i>Date Submitted</i> </div>	Tel: (434) 263-7135 Fax: (434) 263-7004 Finance Department FAX TO: VACorp Claims Tel: 1-888-822-6772 Fax: (540) 345-5330
Please complete the section below which coincides with the type of claim indicated		
Property Claim (includes Buildings & Contents, Inland Marine, and Crime Claims:		
Location of Loss: Please indicate building or equipment damaged and address:		
Kind of Loss	<input type="checkbox"/> Fire <input type="checkbox"/> Lightning	<input type="checkbox"/> Flood <input type="checkbox"/> Wind
	<input type="checkbox"/> Hail <input type="checkbox"/> Theft	<input type="checkbox"/> Other
Probable Amount of Loss		
Description of Loss & Damage:		
Automobile Claim (Any accident involving a County owned & insured vehicle)		
Location of Accident:		Description of Accident:
Insured Vehicle Info: Year:	Make:	Model: VIN#:
Describe Damage:	Estimate Amount:	Drivers Name:
Third Party Information (This information should be provided when accident involves another individual or vehicle)		
Describe Property: (Year, Make, Model)		Other Ins.
		Co Name:
		Yes ___ No ___
Owner's Name & Address		Home Phone:
		Work Phone:
Describe Damage:	Estimate Amount:	Location of Vehicle:
Injuries:	Name & Address:	Phone#:
Witness:	Name & Address:	Phone#:
General Liability Claim (Any liability claim other than automobile):		
Location of Occurrence:		
Description of Occurrence:		
Third Party Injury / Property Damage Information		
Name & Address:		Phone#:
Describe Injury or Property Damage:		
Witness: Name & Address:		Phone#:

DRAFT



NELSON COUNTY SHERIFF'S OFFICE

An equal opportunity employer

P.O. Box 36, 84 COURTHOUSE SQUARE, LOVINGSTON, VIRGINIA 22949 ~ BUSINESS 434.263.7050 ~ FAX 434.263.7056

SHERIFF
M.E. EMBREY

GENERAL ORDER NO. 1-7b DEPARTMENT VEHICLES: ASSIGNMENT & MAINTENANCE

Effective: 05/20/2025

Revised: 05/20/2025

VLEPSC Standards: OPR.01.08

POLICY

The use of a take-home vehicle is a privilege. The Office extends this privilege to employees who are in good standing to maximize their abilities toward meeting the goals of the Office. All employees are expected to fully comply with the guidelines outlined in the General Order. Failure to comply will result in appropriate corrective actions.

PURPOSE

The purpose of this General Order is to establish the policy and procedures for the safe and efficient utilization of Department-issued vehicles. It is the purpose of the Office to provide immediate responses of resources and personnel to situations involving the protection of life and property, and the investigations and administration of such incidents. To this end, vehicles will be allocated, based on assignments, to maintain the good order of the community and the personnel responsible for the proper oversight of deputy functions.

I. ASSIGNMENT OF VEHICLES

The Sheriff's Office shall assign vehicles to employees as needed to perform the duties of the Sheriff's Office. General maintenance and care of the vehicle shall be the responsibility of the employee to whom the vehicle is assigned. Each driver is responsible for completing the necessary paperwork each time the vehicle is driven. Department vehicles are to be used only for official business. **Under no circumstances shall Sheriff's Office vehicles be used for personal business.**

Assigned vehicles are to be kept at the residence of the assigned sworn employee when said employee is off-duty or between duty assignments. Sworn employees who reside in any jurisdiction outside of Nelson County must reside within 25 air-miles of the Nelson County boundary line (at the closest point) in order to park their assigned vehicle at their residence. For any sworn employee whose residence exceeds 25 air-miles, a location will be determined and approved by the Sheriff as to where the employee can park their vehicle, without having to leave it parked at the Nelson County Sheriff's Office.

Only authorized Sheriff's Office personnel, who are trained to operate and maintain the vehicle and its equipment, shall operate Sheriff's Office vehicles. Persons working on a vehicle for repairs or maintenance may drive department vehicles. In this case, the shotgun or other firearms shall be removed to the trunk of the vehicle, restricting their accessibility. The authorized personnel shall meet the following requirements:

1. Must be employed by the Nelson County Sheriff's Office
2. Must be on official business
3. Must possess a valid Virginia driver's license
4. Must be assigned to or otherwise authorized to the Sheriff's Office vehicle

Additionally, only sworn deputies shall be authorized to operate marked vehicles and patrol units. Deputies shall have their sidearm accessible when operating a marked vehicle. All marked vehicles shall be equipped with the following:

1. Emergency Blue Lights
 2. Emergency Siren
 3. Agency Radio
 4. Reflective Markings
- **Vehicles not equipped with emergency lights and sirens shall not be used for emergency response or in vehicular pursuits under any circumstances.**
 - **Only sworn deputies who have successfully completed a DCJS approved Emergency Vehicle Operations Course (EVOC) shall be authorized to operate department vehicles in an emergency situation or engage in vehicular pursuits.**

All Sheriff's Office vehicles, both marked and unmarked, shall be equipped with, at least, the required minimum safety equipment listed below:

1. First Aid Kit
2. CPR Mask
3. Biohazard Kit
4. Fire Extinguisher
5. Flares

If the contents listed above are exhausted, it shall be the responsibility of the user to replenish the equipment. Equipment can be obtained from the Patrol Captain. If a fire extinguisher is used, it shall be turned in to the Patrol Captain to be refilled.

II. REGULAR AND SPECIAL PURPOSE VEHICLES

Some regular and special purpose vehicles are assigned to individual operators while others are used on a mission-by-mission basis. These vehicles follow the same, previously listed guidelines, as do assigned vehicles. Each driver shall be responsible for the completion of the necessary vehicle records, which are listed below in this general order.

Additionally, the driver shall be responsible for care of the vehicle while in use, as well as, maintenance and repairs of the vehicle.

A. PATROL UNITS

Marked patrol units are vehicles equipped with reflective markings, light bars with blue emergency lights, auxiliary illumination lights, electronic sirens, two-way radio, and a protective cage separating the front and rear seats. Only sworn deputies shall drive patrol units. Patrol units will be driven primarily, but not exclusively, by deputies assigned to the patrol division. Patrol units shall be used for patrol operations, traffic enforcement, prisoner/mental transports, emergency responses to calls and vehicular pursuits. Patrol units, with the exception of spare vehicles, will be assigned to individual operators.

B. UNMARKED UNITS

Unmarked vehicles used for traffic enforcement, patrol, and investigations will be equipped with an electronic siren, blue emergency lights, and a radio, in operational order, which provides constant radio communication.

C. JAIL TRANSPORT VANS

Jail Transport Vans are primarily used for transporting inmates and other subjects in custody. These vehicles are left at the office and are available on a mission-by-mission basis. Each driver shall be responsible for the necessary records and care of the vehicle while in use. The driver is also responsible for the maintenance and repair of the vehicle. Vehicles will contain the minimum required safety equipment previously listed.

D. ALL-TERRAIN VEHICLES

Vehicles will contain the minimum required safety equipment previously listed.

1. Trucks are four-wheel drive vehicles used by deputies for emergencies, maintenance, and hauling. These trucks are left at the office for immediate access to the vehicles.
2. Sport Utility Vehicles are four-wheel drive vehicles that are assigned to particular deputies. These are also used in case of inclement weather, bad terrain areas, or other emergencies. In these special cases, vehicles are left at the office when requested by a supervisor or picked up at the residence of the assigned deputy.

E. ADMINISTRATIVE AND CIVIL VEHICLES

These vehicles contain the required emergency and safety equipment and shall be maintained by the assigned driver. Administrative vehicles are primarily unmarked vehicles. Civil vehicles may be either marked or unmarked.

F. DRUG INVESTIGATIONS VEHICLE

The Drug Task Force member(s) drives this vehicle. This vehicle contains a hidden state police radio and no other office equipment. Undercover vehicles, i.e., those not equipped with emergency lights and siren, will be used primarily for drug enforcement.

G. CANINE VEHICLE

1. Canine handlers will be assigned a specially marked vehicle, which has been specially equipped and modified for use as a canine vehicle. Canine vehicles will be used in conjunction with canine operations (see General Order 3-39 Canine Operations).
2. Canine handlers will be responsible for ensuring the vehicle is properly serviced, maintained, and cleaned.
3. Canine vehicles will be outfitted with specially designed inserts made to house, transport, and separate the canine and prisoner being transported.

4. The vehicle will also have special equipment designed to monitor climate control and temperature within the vehicle and provide an alarm for warning of malfunctions. Specially designed window inserts with an automatic fan and guard to prevent anyone reaching into the canine area of the window.
5. A remote activation to allow for handler's remote deployment of the canine from the vehicle.

H. RV

1. The RV will be utilized as a mobile command center to enhance operational efficiency and coordination during emergency responses and large-scale incidents. It shall be equipped with the following:
 - a. Crime scene and evidence processing equipment
 - b. Radios and remote dispatching station
 - c. Blue lights

III. CARE OF DEPARTMENT VEHICLES

A. ROUTINE MAINTENANCE

Each vehicle will be serviced in accordance with the vehicle maintenance program at the County Transportation Department according to an established maintenance schedule that exceeds the manufacturer's requirements. Deputies will not be notified of the due date for service but shall be responsible for scheduling the service dates according to the following program. It shall be the operator's responsibility to make the necessary appointment during their scheduled month for service by calling the County Transportation Department. A service record system maintained by the County Transportation Department will indicate the type of service to be performed on that particular vehicle. This scheduling procedure does not include repairs that must be made immediately such as brake trouble, motor problems, etc. Each operator of a vehicle shall insure that the fluid levels are proper prior to operation.

B. MINOR REPAIRS

All minor repairs are to be performed by the County Transportation Department. If the operator is unsure whether or not the County Transportation Department can do the repair, they are to contact the senior mechanic and follow their guidance regarding the repair. Minor repairs may include such items as belts, hoses, leaks, brake problems, etc. If the County Transportation Department can't handle the repair, it is to be treated following the procedure for major repairs.

C. MAJOR REPAIRS

All major repairs that are beyond the scope of the County Transportation Department shall be performed by service facilities designated by the Sheriff. Repairs of this nature should be handled through the chain of command.

D. FRONT END ALIGNMENTS

Shall be accomplished when needed before any changes are made to the front tires and shall be the operator's responsibility to schedule the work. The repair will be designated by the Patrol Captain.

E. TIRES

Tires will be issued by the Sheriff's Office and installed by the county or a competitive dealer.

F. CLEANING

The deputy assigned to operate a department vehicle shall be responsible for the cleanliness and orderliness of such vehicles and the equipment. The Office provides cleaning supplies (soap, brushes, vacuum) and a water hose in the sally port.

G. DOCUMENTATION

Except for the County Transportation Department, the operator is to collect a bill from the service vendor and forward it forthwith to the Executive Assistant. The car number is to be clearly indicated on each bill.

H. TOWING

If a department vehicle must be towed due to mechanical problems or major body damage have the next zone wrecker, if capable of providing the needed service, tow the vehicle to the storage lot.

I. WHERE TO HAVE REPAIRS DONE

Any questions a deputy may have regarding service can be answered by going through the chain of command.

J. KEYS

Keys and spare keys to all vehicles are kept on the lockbox in the Captains Office. Personnel borrowing keys are responsible for their prompt return.



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 R2025-44
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF INTEREST FREE LOAN REQUEST FOR
ROSELAND RESCUE SQUAD

BE IT RESOLVED, that the Nelson County Board of Supervisors hereby approves an interest free loan request from Roseland Rescue Squad in the amount of \$40,000 to help purchase two (2) new air conditioning systems for the Roseland Rescue Squad building.

Approved: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

NELSON COUNTY EMERGENCY SERVICES COUNCIL

P.O. Box 336
Lovington, Va. 22949

6/2/25

County Of Nelson
Candy McGarry, Administrator
P.O. Box 336
Lovington, Va. 22949

Dear Mrs. McGarry,

The Emergency Services Council has unanimously voted to support an interest free loan request from the Roseland Rescue Squad. The amount requested is \$40,000.00.

The request is to replace an out of date air condition system in the department. I would like to remind you this is an evacuation shelter location for that community.

I would appreciate the Board of Supervisors to support this request as well.

I have attached all the documentation and a copy of the quote for reference.

Thank you for your continued support, and let me know if you have any questions.

Sincerely,



Daniel T. Johnson
President, NCECSC

Nelson County Emergency Loan Fund

Agency Name **Roseland Rescue Squad**

Agency Address

P.O. Box 39

7745 Patrick Henry Hwy

Roseland, VA 22967

Contact Person Macon Walz

Title	Chief
-------	-------

Phone 804-432-0750

Item Requested	Two Air Condition & Heat Systems
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Loan Amount	\$40,000
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Anticipated Term 5 year

Down Payment Amount? \$4,000

Replacement Item? **YES** NO

If YES, Describe The Condition Of The Item Being Replaced.

Air Conditioning System has had a fire within the system at an unknown time and is unable to be used as a result. The second system has enough repairs that are required for it as it is not working correctly that it will cost more than half of the cost to repair it. Both systems are at or beyond life expectancy.

If Additional Item How Many Do You Already Own?

Not applicable

What Will You Do With The Old Item?

The old systems will be hauled off by the company doing the work as they are not functional.

Describe Briefly The Scope Of Your Project

Two heating and cooling systems will need to be replaced due to the damages and repairs needing to be made. The quotes we currently have are replacing the systems with commercial grade systems that will last longer and keep up with the needs in this type of building. Some of the work that will be required is redoing some electrical and installing some new duct work that will work with the updated systems. The systems being replaced are required due to temperature control for medications that are in the building as well the fire risk for the remainder of the building.

Do You Intend to Make This Resource Available County-Wide?

This resource will allow us to maintain necessary medications and supplies that must stay in a temperature controlled environment for usage on calls anywhere in the county as well as maintain being able to open the building for a shelter when deemed necessary.

What Is The Approximate Net Worth Of Your Agency?

Real Estate Equity+Vehicle Equity+Cash+Investments

Real estate: \$378,400

Vehicle Equity: \$86,818

Cash & Investments: \$78,759.12

Total: \$543,977.12

What Is The Total Debt Amount Of Your Organization?

\$0

How Will You Support Your Payment?

As we continue to grow our membership, we are starting with more fundraisers to bring awareness to Roseland Rescue while using this to raise funds as well as recruit more members to help with fundraisers and running calls. Also, as we recruit new members, we are working on ways to get more members certified that will in turn be able to help with answering calls throughout the year in turn helping with donations.

Please Attach A Copy Of Your Operating and Capital Budget.

Approved:

Yes

No

Date Approved:

5/20/25

By Print:

DANIEL T. JOHNSON

By Sign:

Daniel T. Johnson

Thermostat	Option 1	Option 2	Option 3	Option 4
Cost	\$31,913.00	\$31,031.00	\$27,242.00	\$23,331.00
System 1	Bosch BOVB20 Heat Pump 4 Ton	Bosch BOVA15 Heat Pump 5 Ton	Bosch BOVA15 Heat Pump 4 Ton	Bosch BOVA15 Heat Pump 4 Ton
Condensor	Bosch IDS Premium Connected-Inverter Ducted Split Heat Pump, 4 ton, Heat pump (BOVA-60RTB-M20S)	Bosch, IDS Light- Inverter Ducted Split Heat Pump, 5 Ton, Heat Pump (BOVA-60RXB-M15S)	Bosch, IDS Light - Inverter Ducted Split Heat Pump, 4 Ton, Heat Pump (BOVA-60RXB-M15S)	Bosch, IDS Light - Inverter Ducted Split Heat Pump, 4 Ton, Heat Pump (BOVA-60RXB-M15S)
Fan Coil	Bosch BVA2.0 Air Handler Unit, 4 Ton, Air Handler (BIVA-48RCB-M20X)	Bosch, BVA2.0 Air Handler Unit, 5 Ton, Air Handler (BIVA-60RCB-M20X)	Bosch, BVA 2.0 Air Handler Unit, 4 Ton, Air Handler (BIVA-48RCB-M20X)	Bosch, BVA 15 Series Air Handler Unit, 4 Ton, Air Handler (BIVA-48RXB-M15X)
Savings over lifespan	\$13,808	\$12,837	\$10,471	\$7,553
Thermostat	Honeywell Wifi 8000 (HW-8000)	Honeywell Wifi 8000 (HW-8000)	Honey Well Wifi 8000	Honey Well Wifi 8000
SEER2 Rating	18.5	16.5	17	14.3
EER2 Rating	12	10	11.7	10.6
HSPF2 Rating	9.5	8.5	8.5	8
System 2	Bosch BOVB20 Heat Pump 5 Ton	Mitsubishi MXZ-NAHZ Ductless 4 Ton	Bosch BOVA15 Heat Pump 5 Ton	Bosch BOVA15 Heat Pump 5 Ton
Condensor	Busch, IDS Premium Connected - Inverter Ducted Split Heat Pump, 5 Ton, Heat Pump (BOVA-60RTB-M20S)	Mitsubishi, Hyper-Heating Multi-zone Heat Pup, 4 Ton, Outdoor Ductless Unit (MXZ-SM48NAMHZ2-U1)*	Bosch, IDS Light- Inverter Ducted Split Heat Pump, 5 Ton, Heat Pump (BOVA-60RXB-M15S)	Bosch, IDS Light- Inverter Ducted Split Heat Pump, 5 Ton, Heat Pump (BOVA-60RXB-M15S)
Fan Coil	Bosch, BVA2.0 Air Handler Unit, 5 ton, Air Handler	Mitsubuiishi, Wall-Mounted Indoor Unit, 2 Ton, Indoor Ductless Unit (MSZ-GS24NA-U1)**	Bosch, BVA2.0 Air Handler Unit, 5 Ton, Air Handler (BIVA-60RCB-M20X)	Bosch, BVA 15 Series Air Handler, 5 Ton, Air Handler (BOVA-60RXB-M15X)
Savings over lifespan	\$17,048		\$12,837	\$9,442
Thermostat	Honeywell Wifi 8000		Honeywell Wifi 8000	Honeywell Wifi 8000
SEER2 Rating	18		16.5	14.3
EER2 Rating	11.7		10	9.8
HSPF2 Rating	9.5		8.5	8

*Outside Unit not condensor

**Inside Unit not Fan Coil

***All systems come with a 10 year Extended Labor Warranty

Roseland Rescue Squad Budget

Electric - \$8201.53

Internet - \$1624.81

Fuel - \$2467.10

Heating - \$5506.40

Insurance - \$12240.00

Oxygen - \$5825.45

VAVRS - \$384.0

Roseland Rescue Squad
Balance Sheet
May 2025

Current Assets

General Fund	\$22,960.24
Business HPPM	\$6,594.46
CD 4978	\$25,142.36
CD 9432	\$24,062.06
Total	\$78,759.12

Fixed Assets

2018 Ambulance Valued	\$61,818.00
2002 Ambulance Valued	\$15,000.00
2005 Ambulance Valued	\$10,000.00
Land Valued	\$27,000.00
Building Valued	\$351,400.00
Total	\$465,218.00

Liabilities

Total	\$0.00
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From: [Neely Hull](#)
To: [Amanda Spivey](#)
Subject: RE: interest free loan balance
Date: Friday, June 6, 2025 10:02:35 AM

Yes Ma'am, the outstanding loan amounts is \$461,875.00 The Balance in the EMS loan fund account is \$562,084.27

From: Amanda Spivey <aspivey@nelsoncounty.org>
Sent: Friday, June 6, 2025 9:57 AM
To: Neely Hull <nhull@nelsoncounty.org>
Subject: RE: interest free loan balance

Thanks Neely! To confirm - \$461,875.00 is the outstanding amount that has been loaned out to the agencies? How much money is left in the interest free loan fund?

Amanda

From: Neely Hull
Sent: Friday, June 6, 2025 9:44 AM
To: Amanda Spivey <aspivey@nelsoncounty.org>
Subject: RE: interest free loan balance

Good morning, Amanda,

The outstanding balance from the departments is \$461875.00. Roseland does not have a balance due.

Thank you!

Neely

From: Amanda Spivey <aspivey@nelsoncounty.org>
Sent: Friday, June 6, 2025 9:20 AM
To: Neely Hull <nhull@nelsoncounty.org>
Subject: interest free loan balance
Importance: High

Good morning Neely,

What is our current balance on the interest free loan fund? We currently have a request from Roseland Rescue for a \$40,000 interest free loan. Can you confirm that they currently do not have any outstanding loans from the County?

Thanks!

Based Upon Enrollment of 1417 students							Budgeted Revenue as of 9/12/24 FY 24/25		General Assembly's Proposed Revenue FY 25/26	
EXPENDITURES		Budgeted Expenditures FY 24/25	Requested Expenditures FY 25/26	Dollar Change	Percentage Change	REVENUE	Source Code			
Pages 1- 10	Classroom Instruction	16,735,680	17,200,953.24	\$465,273	2.78%	Sales Tax	S	2,277,062	\$2,462,476	
			*1 Elem Teacher, Ivy Creek Slot, OT			Basic Aid	S	3,409,683	\$3,428,687	
Pages 10 - 13	Guidance	\$907,272	\$950,459	\$43,188	4.76%	Textbooks	S	76,830	\$76,131	
						Vocational Ed SOQ	S	309,928	\$307,111	
Pages 13	School Social Work	\$0	\$0	\$0	0.00%	Vocational Ed Lottery Funded	S	45,559	\$43,337	
						Gifted Education SOQ	S	30,225	\$29,950	
Pages 13 - 14	Homebound Instruction	\$29,103	\$31,607	\$2,504	8.60%	Special Education SOQ	S	430,829	\$426,912	
						Special Education Add-On	S	0	\$49,492	
Pages 14 - 18	Instructional Improvement	1,156,015.00	\$1,177,060	\$21,045	1.82%	English as a Second Language	S	48,262	\$92,215	
						Remedial Education - Summer School	S	27,240	\$40,522	
Pages 18 - 19	Media Services	\$438,367	\$454,320	\$15,953	3.64%	Homebound Instruction (SPED)	S	2,965	\$7,212	
			*Change in Personnel			At Risk	S	895,483	\$914,950	
Pages 19 - 21	Office of the Principal	\$1,762,269	\$1,946,410	\$184,142	10.45%	Early Reading Intervention	S	29,993	\$27,136	
			*add back AP			Virginia Retirement Program	S	435,627	\$431,666	
Page 21	Board Services	\$52,409	\$52,409	\$0	0.00%	Group Life Insurance	S	12,474	\$12,360	
						Social Security	S	202,941	\$200,620	
Page 22	Executive Administration	\$369,862	\$395,998	\$26,136	7.07%	ISAEP - GED 16 Grant	S	16,405	\$16,054	
						K-3 Reduced Class Size Incentive Program	S	92,815	\$98,528	
Pages 22-23	Personnel Administration	\$378,173	\$386,000	\$7,827	2.07%	Project Graduation	S	3,371	\$3,371	
						FOSTER CARE	S	26,635	\$56,928	
Page 23 - 24	Fiscal Administration	\$309,891	\$318,458	\$8,567	2.76%	SPED Regional Tuition Reimbursement	S	64,719	\$56,045	
						Algebra Readiness	S	14,605	\$14,606	
Page 24	Attendance Administration	\$49,601	\$47,104	-\$2,497	-5.04%	VPSA Technology Grants	S	154,000	\$154,000	
			*change in Health Ins			Virginia Preschool Initiative	S	159,488	\$149,520	
Page 24	Health Administration	\$337,590	\$347,527	\$9,937	2.94%	Infrastructure and Operations Per Pupil Fund	S	205,927	\$200,000	
						GROCERY HOLD HARMLESS	S	362,738	\$369,878	
Pages 24 - 25	Psychological Administration	\$132,744	\$137,886	\$5,141	3.87%	Compensation Supplement	S	143,155	\$298,243	
						ALL in Per Pupil Funding	S	379,582	\$0	
Pages 24 - 28	Transportation	\$3,001,677	\$3,917,010	\$915,333	30.49%	Mentor Teacher Program	S	785	\$1,002	
			*4 school buses out of reg budget; 1 out of SPED			Carl Perkins Vocational Equipment Grant	F	38,678	\$38,678	
Page 28	Mgt. Of Operations & Maint.	\$142,368	\$152,625	\$10,257	7.20%	Title I	F	502,890	\$502,890	
						Title II	F	73,348	\$73,348	
Pages 28 - 30	Building Services	2,874,018	\$2,948,622	\$74,604	2.60%	TITLE III	F	4,251	\$4,251	
						TITLE IV	F	37,374	\$37,374	
Page 30	Grounds Services	\$78,789	\$85,785	\$6,996	8.88%	Title VI-B	F	455,885	\$455,885	
			*Weather Dependent			Title VI-B Pre-K	F	13,820	\$13,820	
Pages 30 - 31	Equipment Services	\$12,000	\$12,000	\$0	0.00%	Federal Land Use	F	3,864	\$3,864	
						VTSS (state funds carry over to FY 26)	O	24,000	\$0	
Page 31	Security Services	\$15,000	\$85,178	\$70,178	467.85%	Reimb. (Field Trips, Cust.Svc)	O	97,355	\$97,355	
			*ZeroEyes AI Threat Detection			E-rate Tellecommunications Rebate	O	340,872	\$112,400	
Pages 31 - 32	Food Services	\$1,350,376	\$1,387,539	\$37,163	2.75%	Dual Enrollment Reimbursement	O	31482	\$31,482	
			*Health Insurance			County Support of School Nurses	O	164,935	\$164,935	
Pages 29	Facilities	\$0	\$0	\$0	0.00%	Food Services - Self Supporting Program	F; S; O	1,350,376	\$1,387,539	
						Federal Carryover Funds:				
Page 30	Debt Service	\$0	\$0	\$0	#DIV/0!	Title VI-B	F	63,021	\$297,695	
						Title I	F	43,024	\$30,343	
						Title II	F	0	\$10,000	
Pages 31 - 37	Technology*	1,757,020.05	\$1,617,613	-\$139,408	-7.93%	Title III	F	6,919	\$5,812	
			*less switches bought FY 25			Title IV	F	0	\$16,475	
						Title VI-B Pre-K	F	17,967	\$22,247	
Page 31	Fund Transfer	\$229,001	\$226,918	-\$2,083	-0.01	Subtotal of Revenue		13,129,387	\$13,275,345	
TOTAL PROPOSED GF & FOOD SVC BUDGET								13,129,387	\$13,275,345	
By Major Category:										
Instruction	61000	\$21,028,706	\$21,760,810	732,104	3.48%	Total State, Federal & Other from Calc Tool		13,129,387	\$13,275,345	
						County Contribution		18,989,837	18,989,837	
Administration	62000	\$1,630,270	\$1,685,381	55,112	3.38%	TOTAL GEN FUND & CAFÉ REV		\$32,119,224	\$32,265,182	
Transportation	63000	\$3,001,677	\$3,917,010	915,333	30.49%	Total Recommended Expenditures		32,119,224	\$33,879,480	
						less: Total Estimated Revenue		32,119,224	\$32,265,182	
Maintenance	64000	\$3,122,175	\$3,284,210	162,035	5.19%	Surplus/Deficit		\$0	\$1,614,298	
Food Services	65000	\$1,350,376	\$1,387,539	37,163	2.75%					
Facilities	66000	\$0	\$0	0	#DIV/0!	Source of funds:		Projection FY 24/25	Projection FY 24/25	
						State SOQ, Incentive, Cat & Lottery	S	7,605,726	7,533,948	
Debt Service	67000	\$0	\$0	0	#DIV/0!	State Sales Tax	S	2,277,062	2,462,476	
						Federal Revenue	F	2,393,265	2,467,682	
Technology	68000	\$1,757,020	\$1,617,613	-139,408	-7.93%	Other Revenue	O	853,334	811,239	
						Total Without County Funds:		13,129,387	13,275,345	
Fund Transfer	67000	\$229,001	\$226,918	-2,083	-0.91%					
TOTAL REQUEST:		\$32,119,224	\$33,879,480	1,760,256	5.48%					

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 2025-45
ADOPTION OF BUDGET
FISCAL YEAR 2025-2026
(JULY 1, 2025 - JUNE 30, 2026)
NELSON COUNTY, VIRGINIA**

WHEREAS, pursuant to the applicable provisions of Chapter 25, Budgets, Audits and Reports of Title 15.2 of the Code of Virginia, 1950, the Board of Supervisors of Nelson County, Virginia has prepared a budget for informative and fiscal planning purposes only and has also established tax rates, as applicable, for Fiscal Year 2025-2026 (July 1, 2025 - June 30, 2026); and

WHEREAS, the completed Fiscal Year 2025-2026 Budget is an itemized and classified plan of all contemplated expenditures and all estimated revenues and borrowing; and

WHEREAS, the Board of Supervisors has published a synopsis of the budget, giving notice of a public hearing in a newspaper having general circulation in Nelson County and, subsequent thereto, convened a public hearing on the Fiscal Year 2025-2026 Budget on May 13, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Nelson County, Virginia that the Fiscal Year 2025-2026 Budget be hereby adopted in the total amount (all funds, revenues and expenditures) of **\$125,121,962**. The individual fund totals are denoted as follows:

<u>Fund</u>	<u>Budget</u>
General	\$ 51,088,536.00
VPA(DSS)	\$ 2,111,235.00
Debt Service	\$ 6,784,074.00
Capital	\$ 7,458,143.00
School	\$ 33,879,480.00
School Capital	\$ 22,065,327.00
Textbook	\$ 556,868.00
Cafeteria	\$ 391,628.00
Piney River Water/Sewer	\$ 513,033.00
Broadband	\$ 273,638.00

- 1) The General Fund includes \$26,205,589 in local funding transferred to: The Debt Service Fund \$3,325,284 (\$2,758,214 debt service and \$567,070 reserve) and the School Fund \$20,769,070 (\$20,004,135 for general operations, \$600,000 allocated for the purchase of buses, and \$164,935 allocated for school nurses). Also included is \$2,111,235 in local, state, and federal funds transferred to the VPA Fund (DSS) and contingency/reserve funds of: Recurring Contingency \$0, Non-Recurring Contingency \$330,964, and School Capital Reserve \$300,500. Permanent Financing for NCHS Renovation Project at \$22,065,327 and \$7,157,643 for DSS Building Project are included in the School Division Capital Fund and the Capital Fund, respectively.
- 2) The School Fund includes a transfer of \$226,918 to the Textbook Fund.

BE IT LASTLY RESOLVED, that adoption of the Fiscal Year 2025-2026 Budget shall not be deemed to be an appropriation and no expenditures shall be made from said budget until duly appropriated by the Board of Supervisors of Nelson County, Virginia.

Adopted: _____, 2025

Attest: _____ Clerk,
Nelson County Board of Supervisors

FY26 ADOPTED GENERAL FUND EXPENDITURE SYNOPSIS

<u>Expenditure by Dept.</u>	<u>FY24-25</u> <u>Amended Budget</u> <u>As of February 2025</u>	<u>FY25-26</u> <u>Proposed Budget</u> <u>As of February 2025</u>	<u>Increase/Decrease</u>	<u>% Change</u>
Board of Supervisors	\$183,727.00	\$195,300.00	\$11,573.00	6.30%
County Administrator	\$395,725.00	\$393,426.00	-\$2,299.00	-0.58%
County Attorney	\$100,000.00	\$100,000.00	\$0.00	0.00%
Commissioner Of The Revenue	\$340,131.00	\$343,181.00	\$3,050.00	0.90%
Reassessment	\$138,000.00	\$161,373.00	\$23,373.00	16.94%
Board of Equalization	\$0.00	\$3,768.00	\$3,768.00	100.00%
Treasurer	\$426,179.00	\$409,642.00	-\$16,537.00	-3.88%
Finance & Accounting	\$474,085.00	\$410,810.00	-\$63,275.00	-13.35%
Technology	\$375,486.00	\$442,244.00	\$66,758.00	17.78%
Land Use Panel	\$1,077.00	\$5,600.00	\$4,523.00	419.96%
Board of Elections	\$79,442.00	\$72,745.00	-\$6,697.00	-8.43%
Registrar	\$306,028.00	\$304,237.00	-\$1,791.00	-0.59%
Circuit Court	\$96,098.00	\$104,248.00	\$8,150.00	8.48%
General District Court	\$6,809.00	\$6,829.00	\$20.00	0.29%
Magistrate	\$175.00	\$175.00	\$0.00	0.00%
Nelson Court Services VJCCA	\$83,961.00	\$65,566.00	-\$18,395.00	-21.91%
J & D District Court	\$4,793.00	\$6,824.00	\$2,031.00	42.37%
Clerk of Circuit Court	\$485,689.00	\$475,907.00	-\$9,782.00	-2.01%
Adult Recovery Court	\$171,794.00	\$192,000.00	\$20,206.00	11.76%
Commonwealth Attorney	\$744,416.00	\$710,339.00	-\$34,077.00	-4.58%
Sheriff	\$3,165,102.00	\$3,009,060.00	-\$156,042.00	-4.93%
Emergency Services	\$778,053.00	\$770,094.00	-\$7,959.00	-1.02%
Emergency Services Council	\$722,153.00	\$679,603.00	-\$42,550.00	-5.89%
E-911 Program	\$707,889.00	\$728,035.00	\$20,146.00	2.85%
Forest Fire Service	\$20,986.00	\$20,986.00	\$0.00	0.00%
Paid EMS	\$1,618,223.00	\$1,736,520.00	\$118,297.00	7.31%
Regional Jail	\$1,591,980.00	\$1,712,488.00	\$120,508.00	7.57%
Building Inspector	\$411,499.00	\$434,052.00	\$22,553.00	5.48%
Animal Control	\$379,377.00	\$373,537.00	-\$5,840.00	-1.54%
Medical Examiner	\$160.00	\$160.00	\$0.00	0.00%
Waste Management	\$1,541,632.00	\$1,505,795.00	-\$35,837.00	-2.32%
Buildings and Grounds	\$963,959.00	\$1,023,508.00	\$59,549.00	6.18%
Motor Pool	\$247,000.00	\$257,000.00	\$10,000.00	4.05%
Local Health Department	\$357,637.00	\$375,519.00	\$17,882.00	5.00%
Mental Health - Region Ten	\$150,000.00	\$150,000.00	\$0.00	0.00%
At Risk Youths & Families (CSA)	\$2,032,511.00	\$2,038,304.00	\$5,793.00	0.29%
PVCC	\$2,117.00	\$2,124.00	\$7.00	0.33%
Parks and Recreation	\$472,604.00	\$439,717.00	-\$32,887.00	-6.96%
Planning	\$241,727.00	\$241,841.00	\$114.00	0.05%
Tourism & Economic Development	\$606,506.00	\$536,992.00	-\$69,514.00	-11.46%
Economic Development	\$27,257.00	\$0.00	-\$27,257.00	0.00%
Soil & Water Conservation Board	\$35,089.00	\$36,142.00	\$1,053.00	3.00%
Litter Control	\$11,490.00	\$0.00	-\$11,490.00	-100.00%
VPI & SU Extension Service	\$57,216.00	\$63,844.00	\$6,628.00	11.58%
Worker's Compensation Premium Increase	\$0.00	\$15,669.00	\$15,669.00	100.00%
Employee Salary Adjustment & Benefits	\$23,888.00	\$396,243.00	\$372,355.00	1558.75%
ARPA Revenue Replacement Balance	\$128,138.00	\$128,138.00	\$0.00	0.00%
Non-Departmental	\$1,254,620.00	\$1,304,950.00	\$50,330.00	4.01%
Capital Outlay	\$2,399,934.00	\$2,135,448.00	-\$264,486.00	-11.02%
General Fund Refunds	\$32,000.00	\$32,000.00	\$0.00	0.00%
Transfers to Other Funds	\$25,431,925.00	\$26,205,589.00	\$773,664.00	3.04%
Contingency from recurring revenue	\$587,438.00	\$0.00	-\$587,438.00	100.00%
Contingency from non-recurring revenue	\$462,617.00	\$330,964.00	-\$131,653.00	100.00%
TOTAL EXPENDITURE BUDGET	\$50,876,342.00	\$51,088,536.00	\$212,194.00	0.42%

FY26 ADOPTED GENERAL FUND REVENUE SYNOPSIS

<u>Revenues</u>	<u>FY24-25</u> <u>Amended Budget</u>	<u>FY25-26</u> <u>Proposed Budget</u>	<u>Increase/Decrease</u>	<u>% Change</u>
	<u>As of February 2025</u>	<u>As of February 2025</u>		
Real Estate Taxes	\$20,890,068.00	\$21,211,138.00	\$321,070.00	1.54%
Public Service Tax	\$1,008,000.00	\$1,058,861.00	\$50,861.00	5.05%
Personal Property Taxes	\$6,013,768.00	\$6,201,403.00	\$187,635.00	3.12%
Machinery and Tools Tax	\$75,000.00	\$75,000.00	\$0.00	0.00%
Late Tax Penalty	\$255,613.00	\$225,910.00	-\$29,703.00	-11.62%
Late Tax Interest	\$162,800.00	\$162,000.00	-\$800.00	-0.49%
Local Sales & Use Taxes	\$2,190,076.00	\$2,328,792.00	\$138,716.00	6.33%
Utility Taxes	\$537,266.00	\$556,378.00	\$19,112.00	3.56%
Business Licenses	\$48,510.00	\$54,000.00	\$5,490.00	11.32%
Utility Franchise Tax	\$80,000.00	\$80,000.00	\$0.00	0.00%
Motor Vehicle Licenses	\$740,090.00	\$740,090.00	\$0.00	0.00%
Bank Franchise Tax	\$109,728.00	\$109,728.00	\$0.00	0.00%
Recordation Taxes	\$350,000.00	\$365,000.00	\$15,000.00	4.29%
Transient Lodging Tax	\$2,268,000.00	\$2,587,193.00	\$319,193.00	14.07%
Meals Tax	\$1,589,026.00	\$1,592,798.00	\$3,772.00	0.24%
Dog Licenses	\$13,200.00	\$13,200.00	\$0.00	0.00%
Permit Fees	\$419,579.00	\$430,600.00	\$11,021.00	2.63%
Court Fines & Forfeitures	\$282,863.00	\$424,150.00	\$141,287.00	49.95%
Interest on Investments	\$1,345,860.00	\$1,100,000.00	-\$245,860.00	-18.27%
Rental Income & Sale of Property	\$4,150.00	\$4,150.00	\$0.00	0.00%
Court Costs	\$26,030.00	\$26,030.00	\$0.00	0.00%
Commonwealth Attorney Fees	\$2,200.00	\$2,200.00	\$0.00	0.00%
Landfill Fees	\$222,000.00	\$222,000.00	\$0.00	0.00%
Recreation Fees	\$42,000.00	\$56,244.00	\$14,244.00	33.91%
Sale of Literature	\$202.00	\$101.00	-\$101.00	-50.00%
Expenditure Refunds	\$133,194.00	\$12,600.00	-\$120,594.00	-90.54%
Miscellaneous	\$210,656.00	\$65,896.00	\$65,896.00	-68.72%
Recovered Costs	\$940,697.00	\$1,127,255.00	\$186,558.00	19.83%
Total Local Sources Budget	\$39,960,576.00	\$40,832,717.00	\$872,141.00	2.18%
Non-Categorical State Aid	\$480,875.00	\$493,400.00	\$12,525.00	2.60%
Shared Expenses State Comp. Board	\$2,201,663.00	\$2,370,392.00	\$168,729.00	7.66%
Public Assistance & CSA	\$2,066,746.00	\$2,077,725.00	\$10,979.00	0.53%
Other Categorical Aid	\$589,093.00	\$131,881.00	-\$457,212.00	-77.61%
Total Commonwealth Budget	\$5,338,377.00	\$5,073,398.00	-\$264,979.00	-4.96%
Payment In lieu of Taxes	\$62,150.00	\$0.00	-\$62,150.00	-100.00%
Categorical Aid Federal	\$1,456,730.00	\$1,310,121.00	-\$146,609.00	-10.06%
Total Federal Budget	\$1,518,880.00	\$1,310,121.00	-\$208,759.00	-13.74%
Non-Revenue Receipts	\$2,436.00	\$0.00	-\$2,436.00	0.00%
Bond Proceeds	\$0.00	\$0.00	\$0.00	0.00%
Transfers From Other Funds	\$0.00	\$0.00	\$0.00	0.00%
Total Other Financing Sources Budget	\$2,436.00	\$0.00	-\$2,436.00	-100.00%
Prior Year Balances Budget	\$4,056,072.00	\$3,872,300.00	-\$183,772.00	-4.53%
TOTAL REVENUE BUDGET	\$50,876,342.00	\$51,088,536.00	\$212,194.00	0.42%

§ 15.2-2506. Publication and notice; public hearing; adjournment; moneys not to be paid out until appropriated

Notice of one or more public hearings shall be given in accordance with § 15.2-1427. Such notice shall, at a minimum, include a summary of the total revenues and expenditures for each appropriated fund and the current and proposed real estate and personal property tax levies. Any locality not having a newspaper of general circulation may in lieu of the foregoing notice provide for notice by written or printed handbills, posted at such places as it may direct. The hearing shall be held at least seven days prior to the approval of the budget as prescribed in § 15.2-2503. With respect to the school division budget, which shall include the estimated required local match, such hearing shall be held at least seven days prior to the approval of that budget as prescribed in § 22.1-93. With respect to the budget of a constitutional officer, if the proposed budget reduces funding of such officer at a rate greater than the average rate of reduced funding for other agencies appropriated through such locality's general fund, exclusive of the school division, the locality shall give written notice to such constitutional officer at least 14 days prior to adoption of the budget. If a constitutional officer determines that the proposed budget cuts would impair the performance of his statutory duties, such constitutional officer shall make a written objection to the local governing body within seven days after receipt of the written notice and shall deliver a copy of such objection to the Compensation Board. The local governing body shall consider the written objection of such constitutional officer. The governing body may adjourn such hearing from time to time. The fact of such notice and hearing shall be entered of record in the minute book.

In no event, including school division budgets, shall such preparation, publication, and approval be deemed to be an appropriation. No money shall be paid out or become available to be paid out for any contemplated expenditure unless and until there has first been made an annual, semiannual, quarterly, or monthly appropriation for such contemplated expenditure by the governing body, except that funds appropriated in a county having adopted the county executive form of government for multiyear capital projects and outstanding grants may be carried over from year to year without being reappropriated.

Code 1950, § 15-577; 1956, Ex. Sess., c. 67; 1959, Ex. Sess., c. 69; 1962, c. 623, § 15.1-162; 1976, c. 762; 1978, cc. 126, 551; 1984, c. 485; 1997, c. 587; 2009, c. 280; 2014, cc. 360, 589; 2021, c. 8; 2021, Sp. Sess. I, c. 155; 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.



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 R2025-46
FISCAL YEAR 2025-2026
APPROPRIATION OF FUNDS**

WHEREAS, the applicable provisions of Chapter 25, Budgets, Audits and Reports of Title 15.2 of the Code of Virginia, 1950 require the appropriation of budgeted funds prior to the availability of funds to be paid out or become available to be paid out for any contemplated expenditure; and

WHEREAS, the Nelson County Board of Supervisors has heretofore approved the Fiscal Year 2025-2026 Budget (July 1, 2025 to June 30, 2026) for the local government of Nelson County and its component units; and

WHEREAS, the Board of Supervisors now proposes to appropriate the funds established in the Fiscal Year 2025-2026 Budget;

NOW, THEREFORE, BE IT RESOLVED by the Nelson County Board of Supervisors that the Fiscal Year 2025-2026 Budget be hereby appropriated on an annual basis by fund category, as follows:

<u>Fund</u>	<u>Revenue(s)</u> <u>(All Sources)</u>	<u>Expenditure(s)</u> <u>(All Departments)</u>
General	\$51,088,536.00	\$51,088,536.00
VPA (DSS)	\$ 2,111,235.00	\$ 2,111,235.00
Debt Service	\$ 6,784,074.00	\$ 6,784,074.00
Capital	\$ 7,458,143.00	\$ 7,458,143.00
School	\$33,879,480.00	\$33,879,480.00
School Capital	\$22,065,327.00	\$22,065,327.00
Textbook	\$ 556,868.00	\$ 556,868.00
Cafeteria	\$ 391,628.00	\$ 391,628.00
Piney River Water/Sewer	\$ 513,033.00	\$ 513,033.00
Broadband	\$ 273,638.00	\$ 273,638.00
	\$125,121,962.00	\$125,121,962.00

BE IT FURTHER RESOLVED by the Board of Supervisors that:

1. The General Fund appropriation includes transfers of: \$2,111,235.00 (4-100-093100-9201) to the VPA Fund (DSS) (3-150-004105-0001); 3,325,284.00 (4-100-093100-9204) to the Debt Service Fund (3-108-004105-0100), \$20,769,070 (4-100-093100-9202/Nursing \$164,935, 4-100-093100-9203/Operations \$20,004,135, 4-100-093100-9205/Buses \$600,000, 4-100-093100-9206/Capital \$0) to the School Fund (3-205-004105-0001); \$0 (4-100-093100-9114) to the Broadband Fund (3-114-004105-0100); \$0 (4-100-93100-9101) to the Reassessment Fund (3-101-004105-0001); and \$0 (4-100-093100-9207) to the Piney River Water & Sewer Fund (3-501-004105-0001).

2. The amounts transferred from the General Fund to the VPA Fund (DSS), Debt Service Fund, School Fund, Piney River Water & Sewer Fund, and Broadband Fund are also included in the total appropriation for each of these funds.
3. The School Capital Fund includes \$22,065,327.00 in funding for expenditures related to the Nelson County High School Renovation Project.
4. Textbook Fund appropriation includes the allocation of \$226,918 from the School Fund.
5. The Debt Service Fund includes \$2,758,214 in current debt service and \$4,025,860 in debt service reserve.
6. The appropriation of funds to the School Fund, School Capital Fund, Textbook Fund, Cafeteria Fund, and VPA Fund (DSS) shall be in total and not categorically.
7. The appropriation and use of funds within the General, Debt Service, Capital, Piney River Water & Sewer, and Broadband funds shall adhere to the amounts prescribed by the Board of Supervisors for each department therein unless otherwise authorized by the Board of Supervisors.

Adopted: _____, 2025

Attest: _____, Clerk
Nelson County Board of Supervisors

(1) New Vacancies/Expiring Seats & New Applicants :

<u>Board/Commission</u>	<u>Term Expiring</u>	<u>Term & Limit Y/N</u>	<u>Incumbent</u>	<u>Re-appointment</u>	<u>Applicant(s)</u>
JAUNT	6/30/2025	3 year term/No limits	Dian McNaught (T2)	Y	Dian McNaught Ed Hicks
N.C. Library Committee - South District	6/30/2025	4 year term/No limits	Jean B. Holliday	N	
N.C. Social Services Board - North District	6/30/2025	4 year term/2 term limit	Diane Harvey (T2)	N - term limit	
Ag & Forestal District Advisory Committee - landowner	5/13/2027	4 year term/3 term limit	Mary Cunningham	N - Resigned	

(2) Existing Vacancies:

<u>Board/Commission</u>	<u>Term Expired</u>	<u>Term & 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	N	Advertising

JEFFERSON AREA UNITED TRANSPORTATION –JAUNT, INC.

2 CITIZEN MEMBERS

Diane McNaught
13721 Patrick Henry Hwy
Roseland, VA 22967
Ph (434) 277-8579
DCKGlobal@yahoo.com

July 1, 2022-June 30, 2025 (T2)
(Appointed March 13, 2018)

Brad Burdette
135 Pine Hill Lane
Norwood, VA 24581
Ph (804) 306-3882
justice7spc@gmail.com

July 1, 2024 -June 30, 2027 (T1)
(Appointed 10/12/21 for UT)

Term(s) of Office: 3 years: July 1st to June 30th

Summary of Duties: To set broad policy in support of JAUNT's mission which is to safely, courteously and promptly provide public and specialized services to meet community mobility needs.

Meetings: Meets the second Wednesday of each month from 10:00 am to 12:00 noon at the JAUNT office, 104 Keystone Place, Charlottesville, VA 22902. Members serve on a volunteer basis. Contact Person is Karen Davis, karend@ridejaunt.org, 434-297-2602.

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

Subject: Appointments - Statement of Interest Form

Completing this form is one way to indicate your interest in being considered for appointment to some of the Boards, Commissions and Committees appointed by the Board of Supervisors. All appointments remain at the discretion of the Board of Supervisors.

Please complete and mail this form to:

Nelson County Board of Supervisors

Attention: Stephen A. Carter, Clerk of Board
Post Office Box 336
Lovingston, VA 22949

or fax to (434) 263-7004 or email cmcgarry@nelsoncounty.org

Date November 8, 2017

Mr. _____

Mrs. _____

Ms. XX

Name: Dian Meredith McNaught

List a maximum of three (3) Boards on which you are interested in serving.

1. Jaunt

2. _____

3. _____

Home Address:

13721 Patrick Henry Hwy Roseland, VA 22967

Occupation: Retired packaging engineer Employed by: previous self employed

Home Phone No.: 434.277.8579 Business Phone No.: XXX

Fax No.: XXXX E-Mail Address: DCKGlobal@yahoo.com

Do you live in Nelson County? Yes X No

Are you currently a member of a County Board, Commission, Committee or Authority? Yes No X

If yes, list the Board(s):

What talent(s) and/or experience can you bring to the Board(s)?

I have the time and the interest to help improve transportation in the county. We have low income high school graduates with scholarships to PVCC and they have no way to go to school. We know that way out of poverty is through education, and we have some really smart kids who luck of the draw were born into poverty and just need a hand up.

We also have folks that have been in our court system and because they cannot afford the court costs have had their driver's licenses suspended so they have no way to look for a job or to get to a job. We could work on provisional licenses so they can find work or get to a job so their court costs could be paid and they could support their families. Working on current transportation issues is greatly needed.

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

I can constantly bring attention to the transportation issue and work with interested parties for solutions.

Please use this space for any additional information you would like to provide:

A resume or separate sheet with additional information may be included.

ATTENDANCE REQUIREMENTS

Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

Subject: Appointments - Statement of Interest Form

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Please complete and mail this form to:

Nelson County Board of Supervisors
Attention: Stephen A. Carter, Clerk of Board
Post Office Box 336
Lovingston, VA 22949

or fax to (434) 263-7004

Date 6/1/22

Mr. X Mrs. _____ Ms. _____

Name: Edward (Ed) Hicks

List a maximum of three (3) Boards on which you are interested in serving.

1. Saunt
2. _____
3. _____

Home Address: 711 Front Street Lovingston, VA 22949

mailing P.O. Box 485 Lovingston, VA 22949

Occupation: Retired ^{Retired from} Employed by: UVA ^{Division of} Orthopedic Prosthetics +

Home Phone No.: 434-263-5432 ^{cell} Business Phone No.: 434-531-5055 ^{Orthotics}

Fax No.: _____ E-Mail Address: mredward0754@gmail.com

Do you live in Nelson County? Yes X No _____

Are you currently a member of a County Board, Commission, Committee or Authority? Yes _____ No X

If yes, list the Board(s):

What talent(s) and/or experience can you bring to the Board(s)?

I have served + still serve on Boards
Ruritan National Board - National Director 5 years
Rockfish Valley Ruritan Park Foundation Treasurer
Livingston Village Assoc. President Livingston-Rockfish Ruritan Club Treasurer
Adventure Camp, Inc. Treasurer 20 years

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

I drove for Taxi 25 years I feel I could be
an asset to serve as the representative for Nelson
on the Taxi Board

Please use this space for any additional information you would like to provide:

Thank You for the consideration to represent the County

A resume or separate sheet with additional information may be included.

ATTENDANCE REQUIREMENTS

Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐

NELSON COUNTY LIBRARY ADVISORY COMMITTEE

NAME, ADDRESS & PHONE

TERM :4 Years, July-June

Jennifer Page – **North District**
122 Mickens Road
Afton, Va. 22920
(571) 246-1297
Jpage.nbs@gmail.com

July 1, 2022 – June 30, 2026
(appointed 10-11-22)

Chuck Strauss- **Central District**
112 River View Lane
Faber, VA 22938
strausshaus@hotmail.com

July 1, 2023 - June 30, 2027

Gloria Ashley- **East District**
48 Henry's Hill LN
Lovingston, VA 22949
H (434) 263-5035
W (434) 263-4086
Gashley3@verizon.net

July 1, 2022 – June 30, 2026
(Appointed 3-10-15)

Jean B. Holliday- **South District**
24 Kingswood Ln
Arrington, VA 22922
(434) 263-5266

July 1, 2021 – June 30, 2025

Audrey D. Evans – **West District**
1184 Dickie Rd.
Roseland, VA 22967
(434) 277-5814
bossmare1955@gmail.com

July 1, 2024 - June 30, 2028
(Appointed 2-12-13)

Membership: 5 Members by Election District.

Term(s) of Office: Regular Terms are 4 years July – June, with no term limits. Membership is voluntary.

Summary of Duties: To serve in an advisory capacity to the Jefferson Madison Regional Library Nelson member of the Board, the JMRL Librarian, and the Nelson Librarian.

Meetings: Monthly on the 3rd Monday from 4-6 PM at the Nelson Memorial Library. Members serve on a voluntary basis.

NELSON COUNTY SOCIAL SERVICES BOARD

NAME, ADDRESS & PHONE

TERM (July – June) 4 Years, 2 Term Limit

Edith Napier – **West District**
43 Napier Loop
Arrington, VA 22922
(434) 996-9403
3424dw@gmail.com

July 1, 2022 – June 30, 2026 (**Reg. Term 1**)

Brad Johnson – **East District**
2016 Wheelers Cove Rd
Shipman, Va. 22971
H (309) 824-1503
W (434) 872-2766
Bjavin57@msn.com

July 1, 2022 – June 30, 2026 (**Reg. Term 2**)

Diane Harvey - **North District**
10921 Rockfish Valley Hwy
Afton, VA 22920
W (540) 456-6379
harveyasc@gmail.com

July 1, 2021 – June 30, 2025 (**Reg. Term 2**)

Claudia Van Koba – **South District**
1033 Falling Rock Drive
Amherst, VA 24521
(H) 434-263-4596
(C) 434-907-5836
Email: Claudia_van_koba@yahoo.com

July 1, 2023 – June 30, 2027 (**Reg. Term 1**)

Stacy Rush – **Central District**
501 Rodes Valley Drive
Nellysford, VA 22958
PH: (703) 350-5602
sjrush1@gmail.com

September 10, 2024 – June 30, 2028 (**Unexpired Term**)

J. David Parr- **BOS Liaison**
250 Firehouse Road
Piney River, VA 22964
H: (434) 277-5265
dparr@nelsoncounty.org

January 2025 – December 31, 2025

Authority: Established by the Code of Virginia §63.2-300 et seq.

Membership: 5 Members appointed by Election District.

Term: 4 Years, July 1 – June 30. **2 term limit**

Summary of Duties: To provide, either directly or through the purchase of services subject to the supervision of the Commissioner and in accordance with regulations adopted by the Board, any or all child welfare services herein described when such services are not available through other agencies serving residents in the locality such as: Protecting the welfare of all children including handicapped, homeless, dependent, or neglected children; preventing or remedying, or assisting in the solution of problems that may result in the neglect, abuse, exploitation or delinquency of children; preventing the unnecessary separation of children from their families by identifying family problems, assisting families in resolving these problems and preventing the break up of the family where preventing the removal of a child is desirable and possible; restoring to their families children who have been removed by providing services to the families and children; placing children in suitable adoptive homes in cases where restoration to the biological family is not possible or appropriate; and assuring adequate care of children away from their homes in cases where they cannot be returned home or placed for adoption.

The local board is also authorized and, as may be provided by regulations of the Board, shall provide rehabilitation and other services to help individuals attain or retain self-care or self-support and such services as are likely to prevent or reduce dependency and, in the case of dependent children, to maintain and strengthen family life.

Meetings: Regular meetings are held monthly on the third Tuesday of each month at 1:00 PM at the Dept. of Social Services building in Lovington. Members are compensated \$75 per meeting plus mileage paid at the existing State mileage rate.

Agricultural & Forestal District Advisory Committee

Citizen Members (Producers) 4

Term 4 years

Andy Wright dutchcreekfarm@aol.com
1315 Dutch Creek Lane
Shipman, VA 22971
434-263-8938 (H)

May 13, 2023 – May 13, 2027 (T5)

Billy Newman enviroforllc@netscape.net
356 Deer Run Lane
Shipman, VA 22971
434-263-4172 (H)

May 13, 2023 – May 13, 2027 (T4)

Susan McSwain losthorseshoe3@gmail.com
3254 Dutch Creek Lane
Shipman, VA 22971
434-263-6714 (H)

May 13, 2023 – May 13, 2027 (T5)

Ernie Reed ereed@nelsoncounty.org
971 Rainbow Ridge Road
Faber, VA 22938
434-249-8330

May 13, 2023 – May 13, 2027 (T1)

Citizen Members (Other Landowners) 4

Joyce Burton joybirdpt@gmail.com
96 Old Turtle Place
Nellysford, VA 22958
434-361-2328

May 13, 2023 – May 13, 2027 (T3)

Ben Kessler bkessler@gm.slc.edu
1323 Glass Hollow Road
Afton, VA 22920
434-227-2317 (H)

May 13, 2024 – May 13, 2028 (UT)
(Appointed 06-11-24)

Mary Cunningham mscsherpa@gmail.com
171 Joshua Lane
Afton, VA 22920
434-1587 (H)

May 13, 2023 – May 13, 2027 (T2)

Charlotte L. Rea the.creac1@gmail.com
411 Bland Wade Ln.
Afton, VA 22920
540-456-6509 (H)
434-996-7291 (Cell)

August 13, 2023 – May 13, 2027 (T2)

Commissioner of Revenue

Kim Goff kgoff@nelsoncounty.org 434-263-7070
P.O. Box 246
Lovingston, VA 22949

Board of Supervisors Member

Jesse Rutherford jrutherford@nelsoncounty.org

P.O. Box 336

Lovington, VA 22949

434-981-8728

Establishment: Established by the Code of Virginia §15.2-4300 et seq. and the Code of Nelson County, Chapter 9, Article V. on February 11, 2003.

Members: Consists of 10 members, four (4) agricultural producers, four (4) other landowners, the Commissioner of Revenue and a Board of Supervisors member.

Term: Regular terms are 4 years from May 13th to May 13th with a term limit of 3 consecutive terms except in cases where there are no new applicants to fill the vacancy.

Summary of Duties: To advise the Planning Commission and the County governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the county. In particular, the committee shall render expert advice as to the nature of farming and forestry and agricultural and forestal resources with the district(s) and their relation to the entire county.

Meetings: Meetings are held on an as needed basis. Members serve on a voluntary basis, but the Board of Supervisors may at its discretion, reimburse each member for actual and necessary expenses incurred in the performance of duties.

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

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

July 1, 2023 -June 30, 2027

R. Carlton Ballowe
1 Mosby Lane
Faber, VA 22938
434-263-6285 (H)
434-996-7796 (W)
catbalu1@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

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

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

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

July 1, 2022 – June 30, 2026

<u>Authority:</u>	Established pursuant to the Code of Virginia §15.2-4903 et seq.
<u>Membership:</u>	Consists of seven (7) County Resident members
<u>Term:</u>	4 years, July – June (Staggered) with no term limits.
<u>Summary of Duties:</u>	To administer the provisions of Virginia State Code §15.2-4905
<u>Meetings:</u>	Meets biannually on the 1 st 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 & Address</u>	<u>Term Expiration Date</u>
Angela Jones 148 Miles Lane Faber, VA 22938 H 434-995-9441 ajjones9267@gmail.com	November 11, 2026
Carole Saunders 1610 Wilson Hill Rd. Arrington, VA 22922 H (434) 263-4976 carolevar@aol.com	November 9, 2028
W. Jerrold Samford 302 Bellevette Place Arrington, VA 22922 (804) 314-7291 jerry.samford@troutman.com	November 11, 2027
Philippa Proulx (Active PC Member) 950 Avon Road Afton, VA 22920 540-456-6849 proulx@lumos.net	November 1, 2029
Shelby Bruguiera 1339 Stoney Creek West Nellysford VA 22958 540-456-6778 (H) Shelby@DickieBros.com	November 10, 2025
Mary Cunningham (Alternate) 171 Joshua Lane Afton, VA 22920 434-882-1587 (H) mscsherpa@gmail.com	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)(1) - “Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body;” – Personnel

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.”