



## FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building  
October 4, 2017 - 4:00 pm

### TAB AGENDA ITEMS

#### 1 – CALL TO ORDER

#### 2 – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

#### 3 – ADOPTION OF AGENDA

#### SPECIAL PRESENTATION

Certificate of Appreciation – Gary Ellis

#### 4 – COUNTY ADMINISTRATOR'S REPORT

#### 5 – PUBLIC COMMENTS #1 (5 minutes each)

#### 6 – PUBLIC HEARING

None.

#### 7 – ACTION MATTERS

- |   |  |
|---|--|
| S | Ratify Advertisement of the Proposed Sale of County Real Property Formerly Known As the Columbia Elementary School—Eric Dahl, Deputy County Administrator & Finance Director |
| T | Ratify Advertisement for Emergency Ordinance Revision - Central Absentee Precinct Location—Fred Payne, County Attorney   |
| U | FY18 Social Service Request to Add New Human Services Assistant III Position—Kim Mabe, Director of Social Services   |
| V | FY17 Year End Budget Transfer Convenience Center—Wayne Stephens, Director of Public Works and County Engineer & Mary Anna Twisdale, Management Analyst                       |

#### 8 – PRESENTATIONS (normally not to exceed 10 minutes each)

None.

#### 9 – CONSENT AGENDA

- |    |  |
|----|--|
| W  | Minutes of September 20, 2017—Kelly Belanger Harris, Clerk to the Board                                |
| X  | Domestic Violence Awareness Month Proclamation—Kelly Belanger Harris, Clerk to the Board               |
| YZ | Open Space Contract Application – Albertson—Andrew M. Sheridan, Commissioner of the Revenue            |
| A  | Open Space Contract Application – Carter & Hughes—Andrew M. Sheridan, Commissioner of the Revenue      |
| B  | Open Space Contract Application – Ward Revocable Trust—Andrew M. Sheridan, Commissioner of the Revenue |
| C  | Open Space Contract Application – Ward—Andrew M. Sheridan, Commissioner of the Revenue                 |
| D  | Open Space Contract Application – Wilson—Andrew M. Sheridan, Commissioner of the Revenue               |
| E  | Department of Health Agreement—Cyndi Toler, Purchasing Officer   |
| F  | Staff Implementation Bonus – Grandstaff—Sheriff Eric B. Hess   |

- G CRMF Request - Division Maintenance of Fire Extinguishers—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources
- H CRMF Request - FCHS Baseball Bleacher Replacement—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources
- I CRMF Request - FCHS Tennis Court Repairs—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources
- J CRMF Request - Transportation Bus 1 Motor—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

---

**10 – UNFINISHED BUSINESS**

---

TBD

---

**11 – NEW BUSINESS**

---

TBD

---

**12 – PUBLIC COMMENTS #2** (5 minutes each)

---

**13 – CLOSED MEETING**

---

TBD

---

**14 – ADJOURN**

---



Acting County Administrator Review

\*\*\*\*\*

## PLEDGE OF ALLEGIANCE

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

\*\*\*\*\*

## ORDER

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

## PUBLIC HEARING RULES OF PROCEDURE

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





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2017-10-04 p.5/113  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

## 2016-2017 STRATEGIC INITIATIVES AND ACTIONS

### Strategic Initiative A -- SERVICE DELIVERY

- A1** - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2** - Perform Process Improvement Review of Planning and Zoning Processes.
- A3** - Perform Process Improvement Review of Building Inspection Processes.
- A4** - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- A5** - Update, format, and improve web-accessibility of all County Personnel Policies.
- A6** - Create Fluvanna County Data Website Dashboard with key metrics.
- A7** - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- A8** - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

### Strategic Initiative B -- COMMUNICATION

- B1** - Create a Community Impact Awards Program.
- B2** - Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- B3** - Collect and analyze the results of the local Business Climate Survey.
- B4** - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"
- B5** - Create a local Business Support Action Plan.
- B6** - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- B7** - Expand County Website to receive, answer, and post questions from residents.
- B8** - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- B9** - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

### Strategic Initiative C -- PROJECT MANAGEMENT

- C1** - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- C2** - Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- C3** - Investigate all options for GIS system delivery and management to support needs of all County departments.
- C4** - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5** - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

- C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.
- C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
- C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.
- C9** - Proceed with the Pleasant Grove Farm Museum design.
- C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

#### **Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM**

- D1** - Create EDTAC - Economic Development and Tourism Advisory Council.
- D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.
- D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
- D4** - Create separate Tourism and Business information pages for the County website.
- D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.
- D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.
- D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.
- D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
- D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
- D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).
- D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

#### **Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY**

- E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.
- E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.
- E3** - Update, format, and improve web-accessibility of all County Financial Policies.
- E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.
- E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.
- E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

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

**TAB S**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Ratify Advertisement of the Proposed Sale of County Real Property known by current street numbering as 563 Wilmington Road, Palmyra, VA and also Known as the Former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a Price of \$85,000.00				
<b>MOTION(s):</b>	<p>I move the Board of Supervisors ratify advertisement of a Public Hearing to be held on October 18, 2017, for the proposed sale of the County's real property known by current street numbering as 563 Wilmington Road, Palmyra, VA and also known as the former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a purchase price of \$85,000 pursuant to their proposal to purchase the property dated June 12, 2017 as modified by negotiations made in response to the County's Request for Proposals 2016-02 "Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963", as amended.</p>				
	Yes	No			
		X			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
<b>STAFF CONTACT(S):</b>	Steve Nichols, County Administrator				
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approval.				
<b>TIMING:</b>	Current.				
<b>DISCUSSION:</b>	<p>The County issued a Request for Proposals 2016-02 "Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963", which was amended, requesting offers on the purchase of County owned real property being the former Columbia Elementary School. Rivanna K-9 Services, LLC increased its offer during negotiations to \$85,000 and is now the highest purchase price received.</p>				
<b>FISCAL IMPACT:</b>	Purchase price of \$85,000 paid to County at settlement. Potential tax revenues from use of property in future by Purchasers.				
<b>POLICY IMPACT:</b>	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Fluvanna County Notice of Public Hearing				
	Legal	Finance	Purchasing	HR	Other
	XX				



**FLUVANNA COUNTY  
NOTICE OF PUBLIC HEARING**

On Wednesday, October 18, 2017, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing on the proposed sale of that County real property known by current street numbering as 563 Wilmington Road, Palmyra, VA 22963 and known also as the former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a purchase price of \$85,000.00 pursuant to their proposal to purchase the property dated June 12, 2017 as modified by negotiations made in response to the County's Request for Proposals 2016-02 "Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963", as amended (the "RFP"). Said proposal and modification (as well as the other proposals submitted in response to the RFP) will be available at the County Administration Building at 132 Main Street Palmyra, Virginia building for public inspection.

The public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia. Interested persons may appear at such time and place and present their views.

**Clerk to the Board of Supervisors  
of Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN OCTOBER 5, 2017  
AND OCTOBER 12, 2017.**



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

**TAB T**

<b>MEETING DATE:</b>	Oct 4, 2017					
<b>AGENDA TITLE:</b>	Ratification of Advertisement of Temp Ordinance Change to Move the Central Absentee Precinct Location					
<b>MOTION(s):</b>	<b>I move to approve an emergency ordinance revision, entitled, "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM NOVEMBER 1, 2017, UNTIL DECEMBER 31, 2017"</b>					
	Yes	No				
		XX				
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		XX				
<b>STAFF CONTACT(S):</b>	Joyce Pace, Registrar, Fred Payne County Attorney, and Steve Nichols, County Administrator					
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator					
<b>RECOMMENDATION:</b>	Approve					
<b>TIMING:</b>	Prior to November 7, 2017, General Election					
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>This request is to effect a temporary change in the location of the central the Commissioner of the Revenue is using the Historic Courthouse while the Commissioner's offices are being renovated.</li> </ul>					
<b>FISCAL IMPACT:</b>	N/A					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	Draft Ordinance Revision					
	Legal	Finance	Purchasing	HR	Other	
	X				Registrar	



**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA  
COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE  
WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC  
COURTHOUSE FOR ANY ELECTION FROM NOVEMBER 1, 2017, UNTIL DECEMBER 31,  
2017**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS as follows:

WHEREAS the Historic Courthouse, Palmyra, Virginia, is temporarily unsuitable for use as the central absentee voting precinct for the County; and

WHEREAS it is anticipated that such unsuitability will not be remedied in time to permit the use of the Courthouse for the election now scheduled for November 7, 2017, but that the Courthouse will be suitable for such use after December 31, 2017;

NOW THEREFORE,

(1) be it ordained that the County Code be, and it is hereby, amended, in Chapter 2, Article 2, Sec. 3(B), in the following respect:

**Sec. 2-2-3. Districts enumerated; populations and polling places; precincts.<sup>1</sup>**

(A) The election districts, with populations and polling places set forth, are as follows:

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	5355	Palmyra Fire House <sup>2</sup>
Columbia	5187	Kents Store Agricultural Recreation Center <sup>3</sup>
Fork Union	4650	Fluvanna County Community Center
Cunningham	5229	Antioch Baptist Church <sup>4</sup>

---

<sup>1</sup> For state law as to central absentee voter precinct, see Code of Va., § 24.2-712.

<sup>2</sup> Change in Palmyra polling place was adopted 11-15-06; federal preclearance was obtained 1-29-07.

<sup>3</sup> Change in Columbia polling place was adopted 6-15-05; federal preclearance was obtained 9-2-05.

<sup>4</sup> Change in Cunningham polling place was adopted 7-18-07; federal preclearance was obtained 9-5-07.

Rivanna

5270

Lake Monticello Firehouse, Maple Room<sup>5</sup>

Precincts shall be known by their respective polling places and shall be coterminous with the respective electoral districts.

(B) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the Historic Courthouse<sup>6</sup>, Palmyra, Virginia; *PROVIDED, HOWEVER, that, for any election from November 1, 2017, until December 31, 2017, ONLY, the Weaver Building in Palmyra, Virginia, shall serve as the central absentee voting precinct.* The central absentee voting precinct shall be used for all elections.

(Min. Bk. 6, pp. 482-484; Comp. 1974, ch. 2; Ord. 7-1-81; Ord. 5-15-91; Ord. 1-18-95; Ord. 5-16-01; Ord. 3-20-02; Ord. 11-15-06; Ord. 7-18-07; Ord. 2-18-09; Ord. 7-6-11; Ord. 1-6-16)

(2) The foregoing amendment shall expire and shall be of no further effect on and after December 31, 2017.

---

<sup>5</sup> Change in Rivanna polling place was adopted 1-6-16.

<sup>6</sup> Change in central absentee voting precinct was adopted 2-18-09; federal preclearance was obtained 5-5-09.

# FLUVANNA COUNTY BOARD OF SUPERVISORS

## AGENDA ITEM STAFF REPORT

### TAB U

<b>Meeting Date:</b>	October 4, 2017																													
<b>AGENDA TITLE:</b>	FY18 Social Service Request to Add New Human Services Assistant III Position																													
<b>MOTION(s):</b>	I move the Board of Supervisors approve the addition of a permanent Human Services Assistant III position for Social Services, with the FY18 local match to come from existing vacancy savings.																													
	Yes X	No																												
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																									
		X																												
<b>STAFF CONTACT(S):</b>	Kim Mabe, Social Services Director																													
<b>PRESENTER(S):</b>	Kim Mabe, Social Services Director																													
<b>RECOMMENDATION:</b>	I recommend approval of the following action.																													
<b>TIMING:</b>	Routine.																													
<b>DISCUSSION:</b>	<p>The new position will assist Family Services staff in the completion of a number of administrative tasks to:</p> <ul style="list-style-type: none"> <li>Alleviate service workers time spent on administrative tasks so that they can focus more on the services related tasks of their jobs (ensuring safety of vulnerable citizens).</li> <li>Assist service workers with meeting State and Federal mandates.</li> <li>Assist with CSA paperwork, purchase orders/invoices, monitoring and scheduling to remain in compliance with OCS (Office of Children's Services) requirements to avoid fiscal ramifications of non-compliance.</li> <li>List of job duties attached.</li> </ul>																													
<b>FISCAL IMPACT:</b>	<p><b>For FY18:</b></p> <table border="1"> <thead> <tr> <th>Annual Salary</th><th>Salary for 7 months (Dec-Jun)</th><th>Benefits for 7 months (Dec-Jun)</th><th>Total Salary and Benefits for 7 months</th><th>Federal Match (34%)</th><th>Local Match (66%)</th></tr> </thead> <tbody> <tr> <td>\$30,000</td><td>\$17,500</td><td>\$6,654</td><td>\$24,154</td><td>\$8,212</td><td>\$15,942</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>The \$15,942 will come from the existing Social Services FY18 Budget.</li> </ul> <p><b>For FY19:</b></p> <table border="1"> <thead> <tr> <th>Annual Salary</th><th>Benefits</th><th>Total Salary and Benefits</th><th>State Match</th><th>Federal Match (34%)</th><th>Local Match (66%)</th></tr> </thead> <tbody> <tr> <td>\$30,000</td><td>\$11,400</td><td>\$41,400</td><td>\$12,361</td><td>\$9,873</td><td>\$19,166</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>Social Services requests \$19,166 local funds for FY19.</li> </ul>						Annual Salary	Salary for 7 months (Dec-Jun)	Benefits for 7 months (Dec-Jun)	Total Salary and Benefits for 7 months	Federal Match (34%)	Local Match (66%)	\$30,000	\$17,500	\$6,654	\$24,154	\$8,212	\$15,942	Annual Salary	Benefits	Total Salary and Benefits	State Match	Federal Match (34%)	Local Match (66%)	\$30,000	\$11,400	\$41,400	\$12,361	\$9,873	\$19,166
Annual Salary	Salary for 7 months (Dec-Jun)	Benefits for 7 months (Dec-Jun)	Total Salary and Benefits for 7 months	Federal Match (34%)	Local Match (66%)																									
\$30,000	\$17,500	\$6,654	\$24,154	\$8,212	\$15,942																									
Annual Salary	Benefits	Total Salary and Benefits	State Match	Federal Match (34%)	Local Match (66%)																									
\$30,000	\$11,400	\$41,400	\$12,361	\$9,873	\$19,166																									
<b>POLICY IMPACT:</b>	N/A																													

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
	Legal	Finance	Purchasing	HR	Other
		X			

DRAFT



**Suggested Job Duties for Proposed Human Services Assistant III Position for Services:**

- Manage when CSA paperwork is due, remind workers, make copies, take to CSA Coordinator (ensure proper CSA paperwork is completed and submitted timely in preparation for future audits, assist with the completion of paperwork/demographic information)
- Complete CSA POSO's and agency POSO's, copy and file
- Track when services end so workers can present cases to FAPT, CPMT timely if services need to continue
- Draft letters for workers
- Assist with transportation of clients and foster children
- Errands for clients (taking paperwork, food, to shut-ins, etc)
- Assist with special holiday projects (delivery of turkeys, etc.)
- Print OASIS and Safe Measures reports for workers and supervisors
- Transcribe CPS interviews
- Take notes during Family Partnership Meetings and write up action plans
- Adoption searches
- Manage adoption assistance cases and mail out annual affidavits

45 + or - CSA Cases



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

**TAB V**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	FY17 Year End Budget Transfer Convenience Center				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a FY17 budget transfer of \$18,675.00 from the General Services Budget to the Convenience Center Budget to cover overages in personnel costs, contract services and storage building replacement.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Mary Anna Twisdale, Management Analyst Wayne Stephens, Public Works Director / County Engineer				
<b>PRESENTER(S):</b>	Mary Anna Twisdale, Management Analyst Wayne Stephens, Public Works Director / County Engineer				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Effective June 30, 2017				
<b>DISCUSSION:</b>	The Convenience Center is currently over budget \$18,675 for FY17. The overage is a result of an unusually large amount of refrigerant reclamation, an increase in unit-price for Allied Disposal and more than normal repair costs to the scale. Personnel lines were over budget due to Facilities and FUSD staff covering the convenience center during unexpected staff leave. It is therefore requested that \$18,675 be transferred from the FY17 General Services budget to the FY17 Convenience Center budget. The General Services budget currently has a year end balance of \$84,995.				
<b>FISCAL IMPACT:</b>	Approval of the motion will allow staff to transfer \$18,675 from the FY17 General Services budget to the FY17 Convenience Center budget.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			



# FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

## TAB W

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
<b>MOTION(s):</b>	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, September 20, 2017 Regular Meeting, be adopted.				
	Yes	No			
		X			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Draft Minutes for September 20, 2017				
	Legal	Finance	Purchasing	HR	Other



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Circuit Court Room**  
**September 20, 2017**  
**Regular Meeting 7:00pm**

**MEMBERS PRESENT:**

John M. (Mike) Sheridan, Columbia District, Chair (*Arrived at 7:24pm*)  
Mozell Booker, Fork Union District, Vice Chair  
Patricia Eager, Palmyra District  
Tony O'Brien, Rivanna District  
Donald W. Weaver, Cunningham District

**ALSO PRESENT:**

Steven M. Nichols, County Administrator  
Fred Payne, County Attorney  
Kelly Belanger Harris, Clerk for the Board of Supervisors

**1 - CALL TO ORDER**

At 7:00pm Vice Chair Booker, in Chair Sheridan's absence, called the Regular Meeting of September 20, 2017. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA****MOTION**

Mr. Weaver moved to accept the Agenda, for the August 16, 2017 Regular Meeting of the Board of Supervisors. Mrs. Eager seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: Sheridan.

**4 - COUNTY ADMINISTRATOR'S REPORT**

Mr. Nichols reported on the following topics:

- Ø Community and County Staff Stars
  - Habitat for Humanity Home Dedication, September 17, 2017
- Ø Community Garden - 10th Anniversary, September 16, 2017
- Ø Pleasant Grove Park Soccer Field Fencing - Thanks to Steve Hester (Public Works), Alyson Pieno and Jacob Lawrence (Parks and Recreation)
- Ø Community & County Staff Stars
- Ø Announcements and Updates:
  - Handicapped-accessible table built by "Palmyra Village People" (from last year's FLDP class) completed, to be placed in Civil War Park
- Ø 2017 P.R.I.D.E. In Public Service Awards
  - "2017 P.R.I.D.E. in Public Service" award winner: Greg Sawyer, FUSD - \$500 award
  - Pride Recognition Recipients - \$250 per individual or team:
    - Amy Helfrich, Buildings Inspections
    - Aaron Spitzer, Parks & Recreation
    - Roger Smith, Fork Union Sanitary District
    - Debbie Smith, Information Technology
    - Clerk of the Court's Staff
      - § Tristana Treadway, Sandra Parrish, Cathy Allen, Nancy Frazier, Trista Larson, Nancy Pace, Angela Perry, and Vincent Rizzo
    - All will be honored at the Annual Employee Recognition Dinner on Oct 19th along with Service Recognitions
- Ø New Signage at Sheriff's Office and Library?
  - Action at BOS Meeting on Jan 21, 2009 - Previous Board action directed staff to place the current sign.
  - Proceed with new signage that matches County Signs elsewhere in the County?  
Board directed Staff to proceed with sign changes.
- Ø Announcements and Updates
  - New Grounds Worker in Public Works - Local area resident Seth Aldridge started Sep 18<sup>th</sup>
  - Burn Building Project Manager Selected - Ben Powell, Retired Firefighter, Temporary Position during project design and construction
  - County Administrator leave, Sep 22-30, 2017 - Deputy County Administrator will be Acting

Day	Date	Time	Purpose	Location
Wed	Oct 4	4:00 PM	Regular Meeting	Courtroom
Wed	Oct 18	7:00 PM	Regular Meeting	Courtroom
Wed	Nov 1	4:00 PM	Regular Meeting	Courtroom
Wed	Nov 15	7:00 PM	Regular Meeting	Courtroom

## 5 - PUBLIC COMMENTS #1

At 7:13pm Chair Sheridan opened the first round of Public Comments.

- Sue Cotellessa, Rivanna District, applicant for the Planning Commission, spoke on her own behalf.
- Brian Chambers, Fluvanna land surveyor, spoke regarding the restrictions on Family Subdivisions.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:24pm.

Chair Sheridan arrived at 7:24pm and assumed the Chair.

## CLOSED MEETING

### MOTION TO ENTER INTO A CLOSED MEETING

At 7:24pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3 of the Code of Virginia, 1950, as amended, for the purpose of discussing Real Estate. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

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

At 7:57pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

Chair Sheridan noted a change in the Agenda order; Public Hearings to be heard in the following order:

Tab F—*Proposed Sale of County Real Property (Former Cunningham Elementary School)*—Eric Dahl, Deputy County Administrator and Finance Director

Tab E—*Proposed Sale of County Real Property (Former Columbia Elementary School)*—Eric Dahl, Deputy County Administrator and Finance Director -

Tab C—*SUP 17:03 Mary E. Marks*—James Newman, Planner

Tab D—*SUB 17:28 Centre Hill Estates*—Brad Robinson, Senior Planner

## 6 - PUBLIC HEARING

*Proposed Sale of County Real Property (Former Cunningham Elementary School)*—Eric Dahl, Deputy County Administrator and Finance Director, brought forward a request regarding the sale of the former Cunningham Elementary School.

Mr. Dahl walked the Board through the timeline of events leading up to the Public Hearings, noting that the timeline applies also to the proposed sale of the former Columbia Elementary School.

- November 2013 - Fluvanna County School Board declared by resolution, the Columbia and Cunningham Elementary School to be surplus property
  - Management of the school property was taken over by Fluvanna County
- December 2014 - Formal Acceptance of the Columbia and Cunningham Elementary School by Fluvanna County
- March 2015 - Utilized a cooperative state contract for Commercial Real Estate Services
  - Only one firm met with County
  - Did not want to take on the sales effort (difficult properties to market/sell)
- April 2015 - Issued 1st Request for Proposals
  - Ads in Richmond Times, Washington Post, and Roanoke Times
  - Posted on commercial real estate listing websites
  - Open House for Potential Proposers
  - No attendees at either property



Board of Supervisors Minutes

- Proposals due June 12, 2015
- Received zero (0) proposals
- June 2015 - Issued RFP for Commercial Real Estate Brokerage Services
  - One local Real Estate firm came to a non-mandatory pre-bid meeting
  - One auction house firm inquired
  - Received zero (0) proposals
- September 2015 - Issued 2nd Open-Ended Request for Proposals
  - Posted on commercial real estate listing websites
  - Installed for sale signs out in front of both buildings
  - Between September 2015 and May 2017, received “2” proposals < \$35,000
- June 2017 - Issued Addendum for Request for Proposals from September 2015
  - Posted a suggested MINIMUM PRICE
  - Open House for Potential Proposers at the end of June
  - Over a dozen interested attendees at both properties
  - Proposals due July 24, 2017
- Received three (3) proposals on each property

Former Cunningham School Proposals

Buyer	Contact Person	Purpose	Original Offer	Funding	Deposit	Realtor \$	Additional Provisions	Subsequent Offer
Dr. Delores Carr	Dr. Delores Carr	Educational/instructional use with remainder of the building to be leased/rented to outside businesses	\$ 135,000	Grants, donations and personal funds	\$ 5,000	\$ 4,050	(1) Purchase contingent on Purchaser's government grant approval and funding to Purchaser as a non-profit 501(c) (3) on or before 09/30/17. (2) Escalation Clause	None
The Light Academy	Joyce Parr	Non-demominational Christian School educating children in grades K-10. Would expand to add preschool classes and partner with local groups and organizations for various activities.	\$ 118,750	Virginia Community Bank loan preapproval for \$95,000 and remainder in cash.	None	N/A	None	None
NetCap LLC	Prince Paul S. Mamakos	Unknown	\$ 8,000	Cash	\$ 1,000	N/A	None	Unknown

Chair Sheridan solicited questions from the Board. There being none, the applicant, Joyce Parr, Light Academy, was invited to speak regarding plans for the former Cunningham Elementary School. Mrs. Parr described her current location, hopes for expansion, and more green space (of which she has none currently.)

Mr. O'Brien asked the applicant about the number of Light Academy students that reside in Fluvanna County; Mrs. Parr indicated that all current students reside in Fluvanna County. Mrs. Parr indicated that they hope to increase enrollment in order utilize all the space provided by the former Cunningham Elementary school. When asked what improvements are intended, the applicant indicated there would be landscape clean up, as well as a phased approach to renovation, renovating the rooms required for the current enrollment.

Chair Sheridan invited other offerors to speak. There being none, Chair Sheridan opened the Public Hearing at 8:13pm.

With no one wishing to speak, Chair Sheridan closed the Public Hearing at 8:13pm.

Mr. Payne reminded the Board that the action taken during this Public Hearing does not approve intended uses for either of the former Elementary schools; the action tonight is to sell the properties, with no contingencies in place.

MOTION

Mr. O'Brien moved the Board of Supervisors approve the proposed sale of the County's real property known by current street numbering as 479 Cunningham Road, Palmyra VA and also Known as the Former Cunningham Elementary School to The Light Academy Inc. for a purchase price of \$118,750.00 pursuant to their proposal to purchase the property dated July 20, 2017 made in response to the County's Request for Proposals 2016-01 "Sale of County Property Cunningham Elementary School (former) 479 Cunningham Road, Palmyra VA 22963", as amended, subject to approval as to form of a contract and appropriate terms of sale reflective of any negotiations, a survey addressing the telecommunications easements, and the drafting of customary closing documents by the County

Attorney. Furthermore, the Board of Supervisors authorizes the County Administrator to execute the Contract, Survey or Plat and any customary closing documents contingent upon the same being approved as to form by the County Attorney. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*Proposed Sale of County Real Property (Former Columbia Elementary School)*—Eric Dahl, Deputy County Administrator and Finance Director, brought forward a request regarding the sale of the former Columbia Elementary School. Mr. Dahl referred the Board to the timeline already established earlier during the Public Hearing for the proposed sale of the former Cunningham Elementary School (and recorded in these minute above.)

Former Columbia School Proposals

Buyer	Contact Person	Purpose	Original Offer	Funding	Deposit	Realtor \$	Additional Provisions	Subsequent Offer
Howard and Laurie Hilsinger	Howard Hilsinger	Building apartment style housing, primarily assisting lower-income families.	\$ 82,500	Cash	\$ 1,000	N/A	None	None
Rivanna K-9 Services	Armin Winkler	K-9 training facility for law enforcement/military and civilian competition sport dog facility	\$ 35,000	Cash	None	N/A	None	\$50,000 & \$85,000
T. Joel Loving	T. Joel Loving	Storage Facility, Art Studio, not definitive at this point	\$ 30,199	Cash	None	N/A	None	None

The applicant was invited to speak.

- Chris Beezy, Martin Kings Rd, family friend of the Hillsingers, spoke on behalf of the Hillsingers, who were on vacation.

With no questions for the applicant from the Board, Chair Sheridan thanked Mr. Beezy. Mr. Dahl indicated that Mr. Hilsinger, when advised there was an additional offer for the school, indicated that he would maintain the offer as made. Chair Sheridan invited other offerors to speak:

Armin Winkler, 3730 South Boston Rd, Rivanna K-9 Services, spoke regarding his offer to purchase the former Columbia Elementary School. Mr. Winkler gave an overview of his business and briefly described his intended use for the property.

Mr. Sheridan asked for questions from the Board for Mr. Winkler.

Mr. O'Brien asked Mr. Winkler about his plans for improving the building. Mr. Winkler indicated that no major improvements will be made, only maintenance to keep the building functional and the appearance acceptable for the general feel of the community. Mr. Winkler indicated that in the 15 years he has operated in Fluvanna County, he has utilized both former elementary schools to conduct his business. Responding to the question of the impact on his business, should the schools no longer be available for training, Mr. Winkler indicated it would negatively impact his business.

Joel Loving, offeror, spoke in opposition to the previous offeror's intended use (Hillsingers.) Mr. Loving indicated that his primary intent in offering for the property was to maintain the rural character of the property and community and gave his support for Mr. Winkler's proposal. Mr. Loving concluded by thanking the Supervisors for their service.

Chair Sheridan opened the Public Hearing at 8:42pm.

Mr. Payne reminded the Board, and public, the Public Hearing is to receive public input on the proposal made by the Hillsingers, and not any other proposal that may have been heard.

- Kathleen Martin Hancox, 121 Tamany Street, spoke in favor of the Hillsinger proposal.
- Carolyn Ley, Palmyra, spoke in favor of the Hillsinger proposal.
- Shari Tratnack, Verona, VA, spoke in opposition to the Hillsinger proposal.
- Rich Jenkins, 31 Wilmington Rd, spoke in opposition to the Hillsinger proposal.
- Carole Bryan, 1889 Wilmington Rd, spoke in opposition to the Hillsinger proposal.
- Mark McWilliams, 5157 Stage Junction Rd, spoke in opposition to the Hillsinger proposal.
- Justin Wade, 496 Green Shadows Lane, spoke in opposition to the Hillsinger proposal.
- Duane Hogge, 435 Green Shadows Lane, spoke in opposition to the Hillsinger proposal.
- Mildred Pippin, 243 Wilmington Rd, spoke in opposition to the Hillsinger proposal.
- Preston Bell, 463 Keys Mill Lane, spoke in opposition to the Hillsinger proposal.

- April Attai, 2904 Bybee's Church Rd, spoke in opposition to the Hillsinger proposal.
- Lisa Loving Rogers, 2031 Hollands Rd, spoke in opposition to the Hillsinger proposal.

There being no one else wishing to speak, Chair Sheridan closed the Public Hearing at 9:03pm.

Chair Sheridan solicited questions from the Board.

Mrs. Eager inquired of the zoning requirements of the Hillsinger proposal.

Mr. Payne indicated that the property would need to be rezoned to R2 to conform to the intended use.

#### MOTION

Mrs. Booker moved to defer the sale of the former Columbia Elementary School. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*SUP 17:03 Mary E. Marks*—James Newman, Planner, brought forward a request to request to amend a condition of Special Use Permit 13:08, with respect to 26.602 acres of Tax Map 21, Section 12, Parcel 5, to amend condition #9 of SUP 13:08 to increase maximum number of allowable dogs from 20 to 40. Mr. Newman reminded the Board that SUP 13:08 allowed a commercial kennel with 9 conditions, and was approved by the Board on December 18, 2013. Mr. Newman indicated that the Planning Commission recommended approval. Chair Sheridan invited the applicant forward.

Ms. Marks spoke briefly about the nature of her business and the need to expand her business.

Chair Sheridan opened the Public Hearing at 9:21pm.

- Rudy Garcia, 802 Rivanna Woods Dr., spoke in favor of the request.
- Jerry Spencer, 188 Glen Circle, spoke in favor of the request.
- Karen Morrison, 1939 Martin Kings Rd, Albemarle County, spoke in favor of the request.
- Paul Ponzio, 623 Hollands Rd, spoke in opposition to the request.

Mr. O'Brien inquired if the applicant could return to address the concerns raised by Mr. Ponzio.

Mr. O'Brien asked about the space needs for the number of dogs she is requesting. Ms. Marks noted that the dogs like being together, and space is not a concern.

There being no one else wishing to speak, Chair Sheridan closed the Public Hearing at 9:36pm

With no further discussion,

#### MOTION

Mrs. Eager moved that the Board of Supervisors approve Special Use Permit 17:03, a request to amend Condition 9 of Special Use Permit 13:08, to allow for no more than 40 dogs on the premises at any given time, at a commercial kennel with respect to 26.602 acres of Tax Map 21, Section 12, Parcel 5. Mr. Weaver gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*SUB 17:28 Centre Hill Estates*—Brad Robinson, Senior Planner, presented a request to vacate portions of the Centre Hill Estates Subdivision plat including a dry hydrant easement (Lots 8-9) and a riding and hiking trail easement (Lots 3, 4, 14 & 15). The affected property is located along the intersection of Bybees Church Road (Route 613) and Hollands Road (Route 630), approximately. The parcel is within the Rural Residential Community Planning Area and the Columbia Election District. The developer, WAP LLC, is requesting to vacate two existing easements shown on the recorded plat, which include 1) a dry hydrant easement along the boundary of Lots 8 & 9 and 2) a riding and hiking trail easement on portions of Lots 3, 4, 14 & 15. The dry hydrant has never been constructed, and riding/hiking trails have not been developed nor are there any plans to do so. With regard to the dry hydrant easement, the Fluvanna County Volunteer Fire Department has indicated it has no issues with this request and would not use a dry hydrant at this location since fire hydrants are available approximately three miles away.

Chair Sheridan questioned whether lot owners would still have use of the open land, once these easements are vacated. Mr. Robinson affirmed that lot owners will continue enjoying the open space.

Chair Sheridan invited the applicant to come forward.

Mr. Mike Himes, developer of the property, provided further clarification to the request, noting that the request arises from a safety concern over the narrowness of the easements.

Chair Sheridan opened the Public Hearing at 9:42pm.

There being no one wishing to speak, Chair Sheridan closed the Public Hearing at 9:42pm.

#### MOTION

Mrs. Eager moved the Fluvanna County Board of Supervisors approve/deny/defer SUB 17:28, an ordinance to vacate portions of the Centre Hill Estates Subdivision as shown on a plat by Robert L. Lum, Certified Land Surveyor, dated October 20, 2005, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 2, Page 218. Mrs. Booker gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

**7 - ACTION MATTERS**

*Appointment to the Fluvanna County Planning Commission*—Steven M. Nichols, County Administrator, presented the slate of applicants for the Planning Commission – Rivanna District, noting that two applicants, Joe Chesser and Richard Bucci, withdrew their interest in seeking appointment.

Following discussion of the candidates' qualifications,

**MOTION**

Mrs. Eager moved to appoint Suzanne Cotellessa to the Planning Commission – Rivanna District, replacing Donald Gaines who resigned, with a term to begin immediately and expire on June 30, 2018.

Mr. Weaver gave second and the motion passed 3-2. AYE: Sheridan, Eager, & Weaver. NAY: Booker & O'Brien. ABSENT: None.

*Appointment of Assistant County Attorney* – Fred Payne, County Attorney, presented a request to appoint Christopher Tate, to the position of Assistant County Attorney. Mr. Payne noted that Mr. Tate was hired when Mrs. Christina Guidry moved away from Central Virginia.

With no discussion,

**MOTION**

Mr. Weaver moved to approve the appointment of Christopher Tate as Assistant County Attorney, effective September 21, 2017, to serve at the pleasure of the County Attorney under the terms of his existing contract. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*Capital Improvement Plan Budget Transfer*—Eric Dahl, Deputy County Administrator & Finance Director requested that \$150,000 be transferred from the FY16 Foundation & Drainage Repair CIP Project to the FY17 Treasurer's Building Upgrades CIP Project so work may be continued. The first stage of renovations to the Treasurer's building (Treasurer's offices) was completed faster than originally anticipated; therefore, accelerated funding is requested to allow for continuing renovations of the Commissioner of Revenue's and Court Services' offices so that all work in the entire building will be completed rather than delaying the remaining renovations. This will allow for a shorter disruption of day-to-day operations for the offices in the building. Approval of the motion will allow staff to transfer \$150,000 from the FY16 Foundation & Drainage CIP Project to the FY17 Treasurer's Building Upgrades CIP Project.

With no discussion,

**MOTION**

Mr. O'Brien moved the Board of Supervisors approve a budget transfer of \$150,000 from the FY16 Foundation & Drainage repair Capital Improvement Project to the FY17 Treasurer's Building Capital Improvement Project. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*FY17 BOS Contingency Budget Transfer*—Eric Dahl, Deputy County Administrator & Finance Director brought forward a request for a budget transfer, resultant from overage in professional services costs for Reassessment. After a review of departmental budgets and year to date costs, the Finance Department determined the Reassessment budget over-expended by \$3,628 for FY17 due to increased hours worked for reassessment staff support and Board of Equalization members, higher than anticipated contract costs, and additional postal services required.

**Reassessment FY17 Budget**

Account	FY17 Budget	FY17 Actual	FY17 Available
Professional Services	\$ 82,872	\$ 86,063	-\$ 3,191
Advertising	\$ 600	\$ 376	\$ 224
Postal Services	\$ 8,100	\$ 8,995	-\$ 895
Office Supplies	\$ 100	\$ 116	-\$ 16
Furniture & Fixtures	\$ 250	\$ 0	\$ 250
<b>TOTALS</b>	<b>\$ 91,922</b>	<b>\$95,550</b>	<b>-\$ 3,628</b>

With no discussion,

**MOTION**

Mr. O'Brien moved the Board of Supervisors approve a budget transfer of \$3,628 from FY17 BOS Contingency to the FY17 Reassessment budget due to overages in professional services costs. Mrs. Booker offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

*Update to Small Purchasing Procedures*—Cyndi Toler, Purchasing Officer presented to update language in the County's Small Purchasing Procedures to allow for Small Purchases made using Cooperative Contracts.

Current language:

3.10. Consistent with Article 4 of Chapter 1 of the County' Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services. The contract price shall satisfy the purpose of one quotation.

Board of Supervisors Minutes

Suggested Language:

3.10. Consistent with Article 4 of Chapter 1 of the County' Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services as a cooperative small procurement in accordance with this policy and Virginia Code Section 2.2-4304 ("Cooperative Small Procurement") The contract price in any one (1) Cooperative Small Procurement contract shall satisfy any quotation requirements of this policy.

This change will save staff time when purchasing items that currently require multiple contacts with vendors in order to the required number of quotes. With Cooperative Contracts, the State, or other jurisdiction, has already completed the appropriate solicitation. The County would also benefit from the economy of scale pricing of larger jurisdictions.

With no discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approve the revised Small Purchasing Procedures to allow for Small Cooperative Purchases as such are defined by said revised Small Purchasing Procedures. I further move that the Board ratify any contracts executed by, or on behalf of, the County Administrator, which would meet the definition of a Small Cooperative Procurement as stated in the revised Small Purchasing Procedures. Mrs. Booker offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

*Commonwealth's Attorney Position Grade Change*—Jeff Haislip, Commonwealth's Attorney requested a change in position description. Mr. Haislip reminded the Board that in 2016 the position was changed from Pay Band 13 to Pay Band 10, to allow the Commonwealth's Attorney to evaluate how the workload between this position and a new paralegal position would be distributed. Mr. Haislip remarked that is now apparent that the position requires much more than expected in the current Pay Band, and is now much more in line now with a position in Pay Band 11. The position is cross-trained to perform many of the same functions performed by the paralegal position, which is currently in pay band 13.

With little discussion,

MOTION

Mrs. Eager moved to approve the following position description revision and grade change in the Commonwealth's Attorney office:

FROM: Secretary, Pay Band 10, \$31,200 (Current Salary - \$32,136)

TO: Administrative Assistant, Pay Band 11, \$32,240 (Planned Salary \$34,418)

With the salary and fringe benefit funding in the amount of \$2,647.00 to come from the existing FY18 Commonwealth's Attorney Personnel Budget. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

**8 – PRESENTATIONS**

*2017 County Fair Review*—Aaron Spitzer, Parks and Recreation Director provided a summary of the 2017 County Fair. Mr. Spitzer noted that Valley Amusements, who operate the carnival at the Fair, would like to hold a carnival twice yearly in Pleasant Grove Park. The Board authorized staff to proceed with a second annual carnival in the May/June timeframe.

**9 - CONSENT AGENDA**

The following items were discussed before approval:

*Minutes of September 6, 2017*—Kelly Belanger Harris, Clerk to the Board (*regarding Radio Project Updates*)

*Accounts Payable Report, August 2017*—Eric Dahl, Deputy County Administrator & Finance Director

The following items were approved under the Consent Agenda for September 20, 2017:

*Minutes of September 6, 2017*—Kelly Belanger Harris, Clerk to the Board

*Payment of Legal Fees* – Fred Payne, County Attorney

*CRMF - New Concrete-Asphalt at Palmyra Rescue Building*—Wayne Stephens, Public Works Director/County Engineer

*Accounts Payable Report, August 2017*—Eric Dahl, Deputy County Administrator & Finance Director

*FY18 DMV US DOT Highway Safety Funds Grant Award*—Aaron Hurd, Investigator Sergeant, FCSO

MOTION

Mr. Weaver moved to approved the consent agenda, for the September 20, 2017 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for August 2017, in the amount of \$5,548,121.01.

Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

**10 - UNFINISHED BUSINESS**

Placement of an Emancipation Proclamation Monument—Steven M. Nichols, County Administrator, solicited Supervisor direction on moving forward with placement of a monument to the Emancipation Proclamation. Mrs. Booker indicated that she has not heard from the Attorney General after seeking his opinion about placing the monument in Civil War

**MOTION**

Mrs. Booker moved to approve placement of a donated Emancipation Proclamation Monument at Civil War Park. Mr. O'Brien seconded and the motion passed 4-0-1. Mrs. Eager abstained. AYE: Sheridan, Booker, O'Brien, & Weaver. NAY: None. ABSTAIN: Eager. ABSENT: None.

**11 - NEW BUSINESS**

Mr. Payne provided insight into the issue of Family Subdivisions, as referenced earlier in the time for Public Comments. Mr. Payne recommended the issue is more appropriately handled by the Planning Department through due process.

Mrs. Booker asked to update the Boards, Commissions, and Committees Application Form to include "Years Lived in Fluvanna County."

**MOTION TO EXTEND**

Mr. Weaver moved to extend the meeting until midnight. On a second by Mr. O'Brien, the motion passed unanimously. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

**12 - PUBLIC COMMENTS #2**

There being only staff present, there was no second round of Public Comment.

**13 - CLOSED MEETING****MOTION TO ENTER INTO A CLOSED MEETING**

At 10:53pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.7, & A.8. of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Litigation, & Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

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

At 11:36pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

**14 - ADJOURN****MOTION:**

At 11:37pm Mr. Weaver moved to adjourn the regular meeting of Wednesday, September 20, 2017. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

---

Kelly Belanger Harris  
Clerk to the Board

---

John M. Sheridan  
Chair

# FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

## TAB X

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Proclaim October as Domestic Violence Awareness Month				
<b>MOTION(s):</b>	I move the Fluvanna County Board of Supervisors approve the "Proclamation of October as Domestic Violence Awareness Month."				
	Yes	No			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Jenny Spangler, Shelter for Help in Emergency (SHE)				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	Each October, the Shelter for Help in Emergency recognizes Domestic Violence Awareness Month. It is a time to remember victims and honor survivors; it is a time to acknowledge those who have dedicated their time and energy to helping end domestic violence; and, it is a time to remind people that domestic violence is a community problem and one that we all must take an active role in if we hope to make a change.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Proclamation: Proclaiming October Domestic Violence Awareness Month				
	Legal	Finance	Purchasing	HR	Other







**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**PROCLAMATION**

**PROCLAIMING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH**

**WHEREAS**, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers, and are supported by societal indifference; and

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, with the impact of this crime being wide-ranging; and

**WHEREAS**, no one person, organization, agency or community can eliminate domestic violence on their own—we must work together to educate our entire population about what can be done to prevent such violence, support victims/survivors and their families, and increase support for agencies providing services to those community members; and

**WHEREAS**, the Shelter for Help in Emergency has led the way in the County of Fluvanna in addressing domestic violence by providing 24-hour hotline services to victims/survivors and their families, offering support and information, and empowering survivors to chart their own course for healing; and

**WHEREAS**, the Shelter for Help in Emergency commemorates its 38th year of providing unparalleled services to women, children and men who have been victimized by domestic violence;

**NOW THEREFORE, BE IT RESOLVED**, in recognition of the important work being done by the Shelter for Help in Emergency, that I, John M. Sheridan, Chair of Fluvanna County Board of Supervisors, do hereby proclaim the month of October 2017 as **DOMESTIC VIOLENCE AWARENESS MONTH**, and urge all citizens to actively participate in the scheduled activities and programs sponsored by the Shelter for Help in Emergency, and to work toward the elimination of personal and institutional violence against women, children and men.

Passed and adopted this 4<sup>th</sup> day of October, 2017.

---

John M. Sheridan  
Chair, Board of Supervisors



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

**TAB YZ**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for Al & Kathryn Albertson				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for Al &amp; Kathryn Albertson for tax map parcels 22-13-8 &amp; 22-13-9; agreement shall remain in effect for a term of fifteen (15) consecutive years.</b>				
	Yes	No			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-Al & Kathryn Albertson's executed open space contract -Map of tax map parcels 22-13-8 & 22-13-9				
	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 21 day of August 2-17 by and between Al & Kathryn Albertson, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 22-13-8 (14.91 acres)

22-13-9 (11.13 acres)

Total Acreage: 26.04 acres

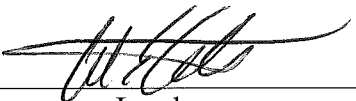
2. The Grantor agrees that during the term of this agreement:

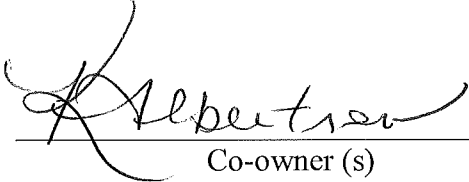
- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
  - 1) on the Property as of the date of this agreement; or
  - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

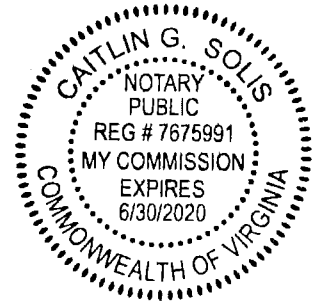
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of 15 ( ) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.



 (SEAL)  
Landowner

 (SEAL)  
Co-owner (s)



**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Al and Kathy Albertson, Landowner (s)

on this 21 day of August, 2017.

My commission expires: 6/30/2020

  
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

\_\_\_\_\_, Fluvanna County Administrator

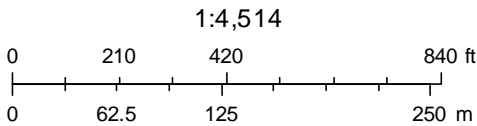
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



September 22, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

**TAB A**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for Charles E. Carter & Linda J. Hughes				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for Charles E. Carter &amp; Linda J. Hughes for tax map parcel 49-A-51; agreement shall remain in effect for a term of five (5) consecutive years.</b>				
	Yes	No			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-Charles E. Carter & Linda J. Hughes' executed open space contract -Map of tax map parcel 49-A-51				
	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 8 day of Aug, 2017, by and between Charles E. Carter & Linda J. Hughes, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 49-A-51 (19.25 acres)

2. The Grantor agrees that during the term of this agreement:
  - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
  - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
  - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
    - 1) on the Property as of the date of this agreement; or
    - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
  - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
  - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

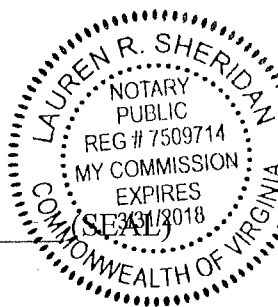
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of 25 ( ) consecutive years.



4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

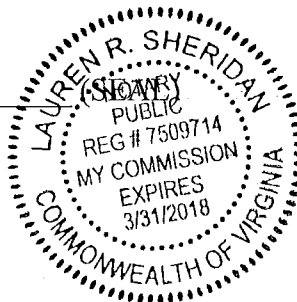


Charles E. Carter  
Landowner



County/City of Fluvanna  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 8<sup>th</sup> day of August  
2017 by Charles E. Carter  
(name of person seeking acknowledgement)  
Linda Hughes  
Notary Public  
My Commission Expires: 3/31/2018

Linda S. Hughes  
Co-owner (s)



**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Linda Hughes, Landowner (s)

on this 14<sup>th</sup> day of September, 2017.

My commission expires: 3/31/2018

Linda S. Hughes  
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

\_\_\_\_\_, Fluvanna County Administrator

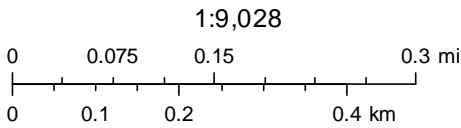
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



September 22, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

**TAB B**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for Roger L. & Judy A. Ward, Trustees of the Ward Revocable Trusts				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for Roger L. &amp; Judy A. Ward, Trustees of the Ward Revocable Trusts, for tax map parcel 47-A-16A; agreement shall remain in effect for a term of fifteen (15) consecutive years.</b>				
	Yes	No			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-Roger L. & Judy A. Ward's, Trustees of the Ward Revocable Trusts, executed open space contract -Map of tax map parcel 47-A-16A				
	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 27 day of July, 2017 by and between Roger L. & Judy A. Ward, Trustees of the Ward Revocable Trusts, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 47-A-16A (13.418 acres)

2. The Grantor agrees that during the term of this agreement:
  - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
  - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
  - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
    - 1) on the Property as of the date of this agreement; or
    - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
  - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
  - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.



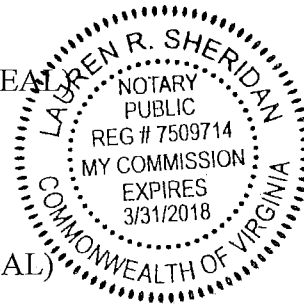
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of 15 ( ) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.



*Roger Ward*  
Landowner

(SEAL)



*Judy Ward*  
Co-owner (s)

(SEAL)

**STATE OF VIRGINIA  
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Roger + Judy Ward, Landowner (s)

on this 27<sup>th</sup> day of July, 2017.

My commission expires: March 31, 2018

*Lauren R. Sheridan*  
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

**STATE OF VIRGINIA  
COUNTY OF FLUVANNA, to-wit:**

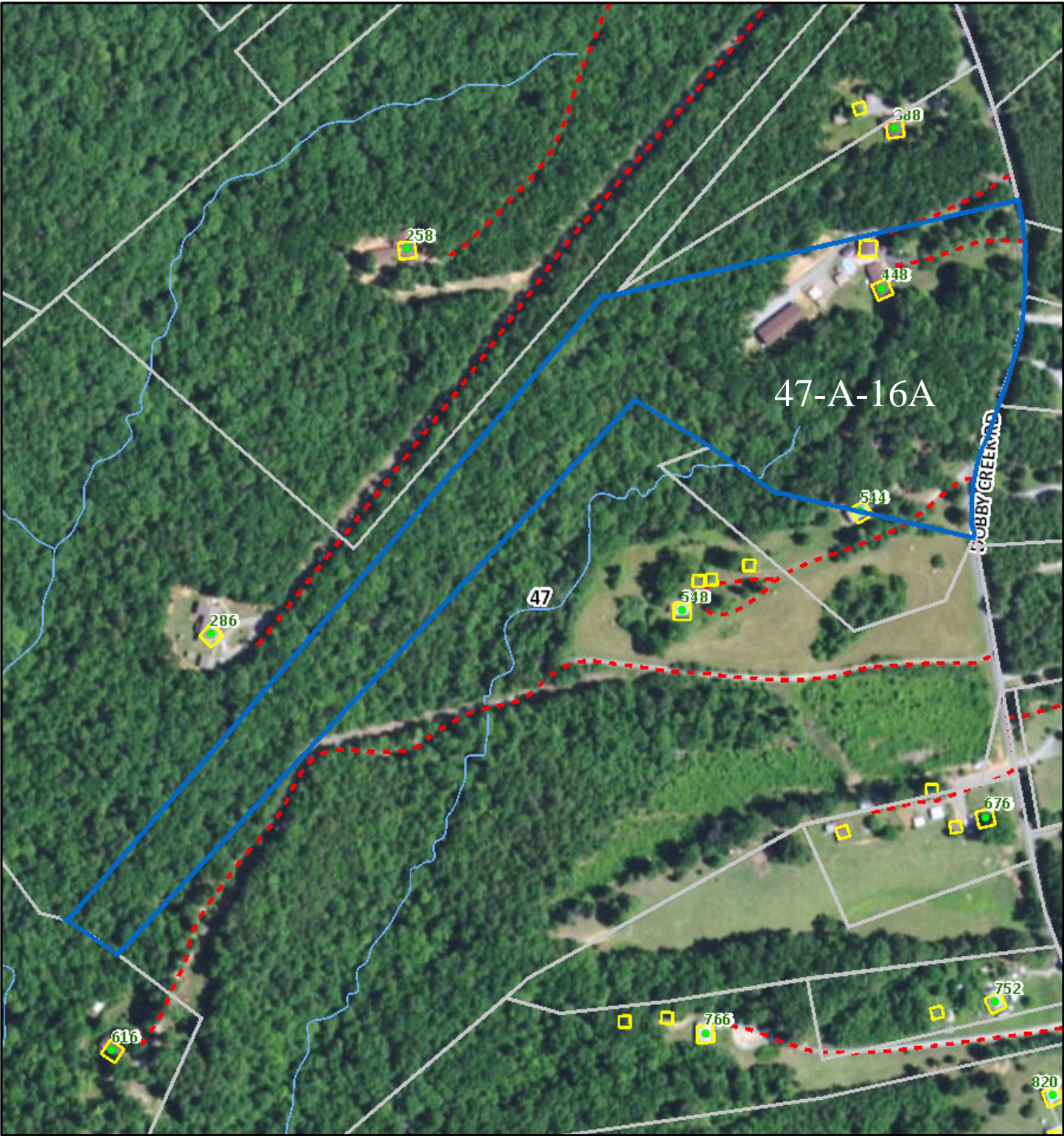
The foregoing instrument was acknowledged before me by

\_\_\_\_\_, Fluvanna County Administrator

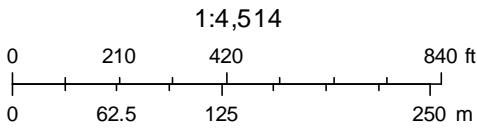
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



September 22, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

**TAB C**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for Roger L. & Judy A. Ward & Nicholas L. & Rebecca C. Ward				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for Roger L. &amp; Judy A. Ward &amp; Nicholas L. &amp; Rebecca C. Ward for tax map parcel 47-17-3; agreement shall remain in effect for a term of fifteen (15) consecutive years.</b>				
	Yes	No			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-Roger L. & Judy A. Ward & Nicholas L. & Rebecca C. Ward's executed open space contract -Map of tax map parcel 47-17-3				
	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 27 day of July, 2017, by and between Roger L. & Judy A. Ward & Nicholas L. & Rebecca C. Ward, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 47-17-3 (18.0 acres)

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
  - 1) on the Property as of the date of this agreement; or
  - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.



- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of 15 ( ) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

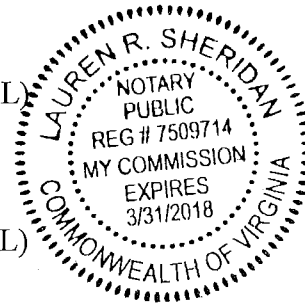


*Roger Ward* (SEAL)  
Landowner

*Nicholas Ward* (SEAL)  
Co-owner (s)

*Rebecca Ward* (SEAL)  
Co-owner (s)

*Judy Ward* (SEAL)  
Co-owner (s)



**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Roger + Judy Ward + Nicholas + Rebecca Ward, Landowner (s)

on this 27<sup>th</sup> day of July, 2017.

My commission expires: March 31, 2017

*Lauren R. Sheridan*  
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

\_\_\_\_\_, Fluvanna County Administrator

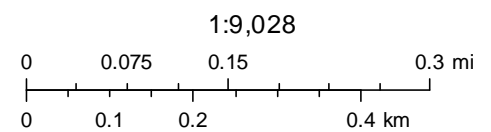
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



September 22, 2017



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

**TAB D**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for James R. & Barbara McGuire Wilson				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for James R. &amp; Barbara McGuire Wilson for tax map parcel 28-A-40I; agreement shall remain in effect for a term of fifteen (15) consecutive years.</b>				
	Yes	No			
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-James R. & Barbara McGuire Wilson's executed open space contract -Map of tax map parcel 28-A-40I				
	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 24 day of May, 2017, by and between James R. & Barbara McGuire Wilson, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and



**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 28-A-40I (11.505 acres)

2. The Grantor agrees that during the term of this agreement:
  - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
  - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
  - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
    - 1) on the Property as of the date of this agreement; or
    - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
  - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
  - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of 15 ( ) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.



James R. Wilson (SEAL)  
Landowner

Barbara M. Wilson (SEAL)  
Co-owner (s)



**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by  
James R. Wilson and Barbara McGuire, Landowner (s)  
Wilson  
on this 24th day of May, 2017.  
My commission expires: 6/30/2020

Caitlin Solis  
Notary Public

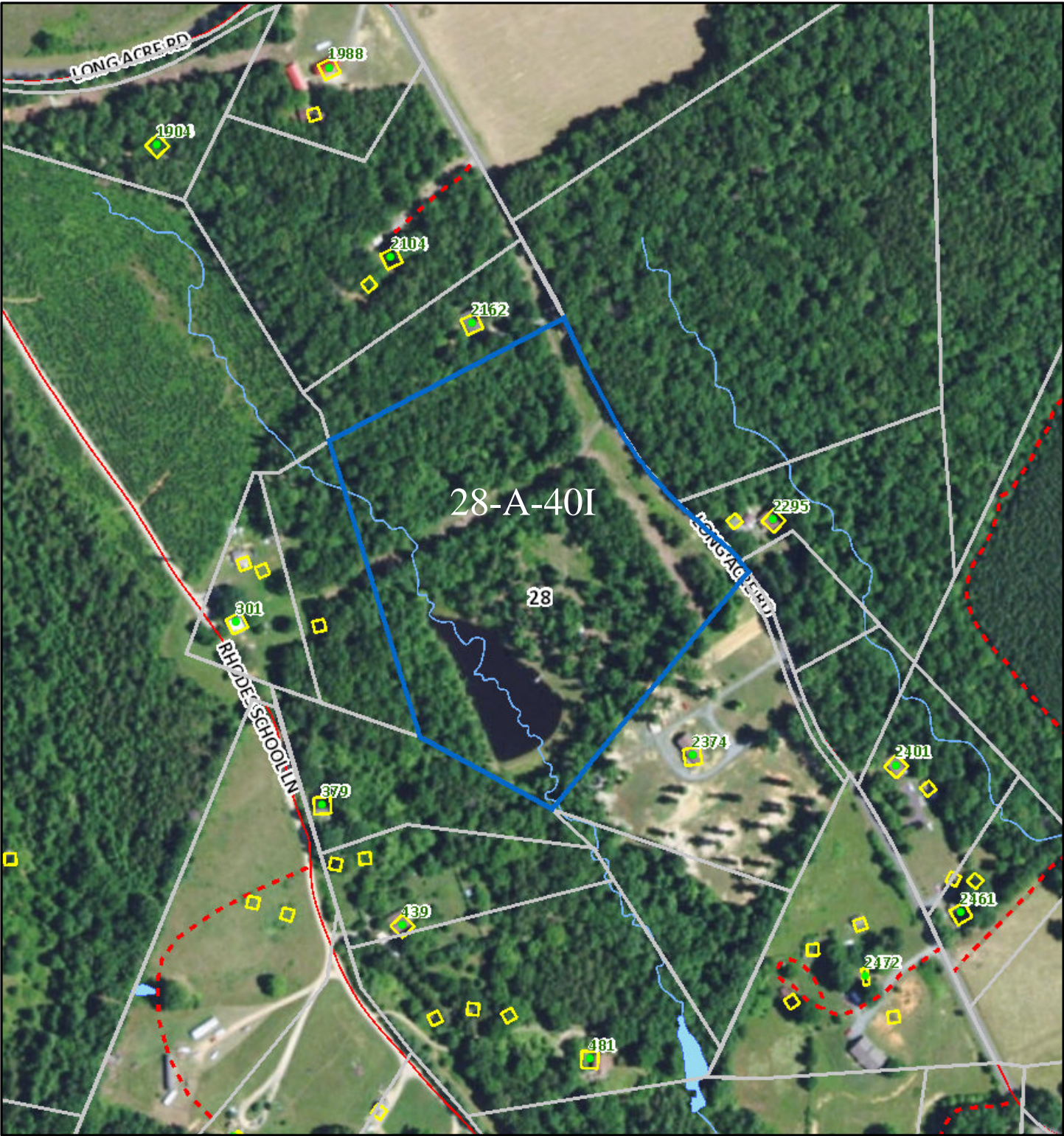
COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

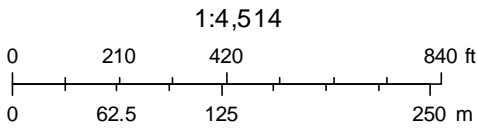
**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_, Fluvanna County Administrator  
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



September 22, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

**TAB E**

<b>MEETING DATE:</b>	October 4, 2017					
<b>AGENDA TITLE:</b>	FY18 Department of Health Agreement					
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the agreement for FY18 between the County of Fluvanna, Virginia, and the Commonwealth of Virginia Department of Health, for the operation of the Fluvanna County Health Department using \$269,790.00 local funds and further authorize the County Administrator to execute the agreement.</b>					
	Yes	No				
		X				
	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				X		
<b>STAFF CONTACT(S):</b>	Cyndi Toler, Purchasing Officer					
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer					
<b>RECOMMENDATION:</b>	Approve					
<b>TIMING:</b>	Routine					
<b>DISCUSSION:</b>	This is an annual agreement between Fluvanna County and the State Department of Health for the funding of the Fluvanna County Health Department. Fluvanna County's portion of the funding averages between 33-34% of the of local Health Departments total operating budget annually. The agreement outlines services that the Health Department will offer citizens of the county.					
<b>FISCAL IMPACT:</b>	None, this amount was included in the FY18 Budget.					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	Statement of Agreement with the Board of Supervisors of Fluvanna County					
	Legal	Finance	Purchasing	HR	Other	
	X	X	X			



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HEALTH**

**STATEMENT OF AGREEMENT WITH the Board of Supervisors of Fluvanna County**

Under this agreement, which is created in satisfaction of the requirements of § 32.1-31 of the *Code of Virginia* (1950), as amended, the Virginia Department of Health, over the course of one fiscal year, will pay an amount not to exceed \$254,386 from the state general fund to support the cooperative budget in accordance with appropriations by the General Assembly, and in like time frame, the **Board of Supervisors of Fluvanna County** will provide by appropriation and in equal quarterly payments a sum of \$162,483 local matching funds and \$107,307 one-hundred percent local funds for a total of \$269,790 local funds. These joint funds will be distributed in timely installments, as services are rendered in the operation of the **Fluvanna County** Health Department, which shall perform public health services to the Commonwealth as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

The term of this agreement begins July 1, 2017. This agreement will be automatically extended on a state fiscal year to year renewal basis under the terms and conditions of the original agreement unless written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective. Any increase or decrease in funding allocation shall be made by an amendment to this agreement.

The parties agree that:

1. Under this agreement, as set forth in paragraphs A, B, C, and D below, the Commonwealth of Virginia and the Virginia Department of Health shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.
  - A. The responsibility of the Commonwealth and the Virginia Department of Health to provide liability insurance coverage shall be limited to and governed by the Self-Insured General Liability Plan for the Commonwealth of Virginia, established under § 2.2-1837 of the Code of Virginia. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code or under a policy procured by the locality.
  - B. The Commonwealth and the Virginia Department of Health will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Self-Insured General Liability Plan for the Commonwealth of Virginia.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Self-Insured General Liability Plan of the Commonwealth of Virginia, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia and the Self-Insured General Liability Plan of the Commonwealth of Virginia, the legal representation of said employee by the city or county attorney, and the Board of Fluvanna County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or the Virginia Department of Health be responsible for providing legal defense or insurance coverage for local government employees.
2. Title to equipment purchased with funds appropriated by the local government and transferred to the state, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.
3. Amendments to or modifications of this contract must be agreed to in writing and signed by both parties.

\_\_\_\_\_  
 Marissa J. Levine, MD MPH, FAAFP  
 State Health Commissioner  
 Virginia Department of Health

\_\_\_\_\_  
 Local authorizing officer signature

\_\_\_\_\_  
 Authorizing officer printed name

\_\_\_\_\_  
 Authorizing officer title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Approved as to form by the Office of the Attorney General on August 29, 2011.

Attachments: Local Government Agreement, Attachment A(1.)  
 Local Government Agreement, Attachment A(2.)



## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS  
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT 32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- <u>32.1-122.03</u> ; State Health Plan Link <u>Virginia Plan for Well-Being 2016-2020</u>			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- <u>32.1-46</u>			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link- <u>32.1-57</u>			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- <u>32.1-35</u> , <u>32.1-39</u> , <u>32.1-43</u>			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- <u>32.1-36</u> , <u>32.1-36.1</u> , <u>32.1-39</u>			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- <u>32.1-49</u> , <u>32.1-50</u> , <u>32.1-50.1</u>			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- <u>32.1-77</u> , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- <u>32.1-77</u> , 42 U.S.C. 300 et seq., and 42 CFR Part 59		X	

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS  
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT §2.1-11)

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links <u>32.1-77</u> , <u>32.1-89</u> , <u>32.1-90</u>			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links <u>32.1-65</u> , <u>32.1-67</u> , <u>32.1-68</u>			X
Well child care up to age <u>18</u> Board of Health Code Link <u>32.1-77</u>	X		
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link <u>32.1-351.2</u>		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link <u>32.1-11</u>			X
Blood lead level testing Code Link <u>32.1-46.1</u> , <u>32.1-46.2</u>			X
Outreach, Patient and Community Health Education Code Link <u>32.1-11</u> , <u>32.1-11.3</u>			X
Community Education Code Link <u>32.1-11</u> , <u>32.1-23</u>			X
Pre-school Physicals for school entry Code Link <u>22.1-270</u>			X
Disabled disability Waiver Screenings DMAS MOA Code Link <u>32.1-330</u>			X
Services for Children with Special health care needs Title V, Social Security Act Code Link <u>32.1-77</u>			X
Child restraints in motor vehicles Code Link <u>46.2-1095</u> , <u>46.2-1097</u>			X
Babycare: DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women Title V, Social Security Act Code Link <u>32.1-77</u>		X	
Babycare Services: DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	



## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

## ENVIRONMENTAL HEALTH SERVICES

## BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies.	
<b>Ice cream/frozen desserts:</b> Under the agency's Memorandum of Agreement (MOA) with the Virginia Department of Agriculture and Consumer Services (VDACS), the local health department is responsible for initiating the issuance, suspension, reinstatement and revocation of permits for all frozen desserts plants which are an integral part of any premises, including Grade "A" milk plants, hotels, restaurants, and mobile units where frozen desserts are frozen or partially frozen or dispensed for retail sale.	X
<b>Investigation of communicable diseases</b> Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39	X
<b>Marinas:</b> Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246	X
<b>Migrant labor camps:</b> Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6	X
<b>Milk:</b> Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health department are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208	X
<b>Alternative discharging sewage systems</b> Pursuant to § 32.1-164(A) of the Code of Virginia, local health department are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems of serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164	X
<b>Onsite sewage systems:</b> Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163	X
<b>Rabies:</b> Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500	X

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

## ENVIRONMENTAL HEALTH SERVICES

## BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<b>Restaurants/eating establishments</b> Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14	X
<b>Sanitary surveys:</b> The local health department is responsible for assuring that surveys are conducted of properties which include soil evaluations and identification of potential sources of contamination; local health department staff may perform such inspections as required. The surveys are conducted in order to determine site suitability for onsite sewage systems, alternative discharging systems and wells. Code Link-32.1-11	X
<b>Single home sewage discharge</b> Code Link-32.1-164	X
<b>Hotels/Motels:</b> In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13	X
<b>Water supply sanitation/Inspection of Water Supplies</b> Code Link- 15.2-2144	X
<b>Wells:</b> Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations (12VAC5-630-10 et seq.) Code Link-32.1-176.4	X
<b>Homes for adults:</b> The local health department, at the request of the Department of Social Services (DSS) will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
<b>Juvenile Justice Institutions</b> Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions Code Link-35.1-23	X
<b>Jail inspections:</b> Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68	X
<b>Daycare centers:</b> At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
<b>Radon</b> Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.	X
<b>Summer camps/ Campgrounds:</b> Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17	X

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES  
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Medicaid Nursing Home Screening DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act 2.2-5201-2.2-5211 Code Link- 2.2-5201, 2.2-5211	X
Vital Records (Death Certificates) Code Link- 32.1-254, 32.1-255, 32.1-272	X
Early Intervention Services Community Policy and Management Teams (CPMT) Interagency Coordinating Council (Infants/Toddlers) Code Link- 2.2-5305, 2.2-5306	X
Immunizations for maternity and postpartum patients Code Link-32.1-11, 32.1-325, 54.1-3408.	X
AIDS Drug Assistance Program (ADAP) Code Link-32.1-11,	X
Emergency Preparedness and Response Code Link-32.1-42, 32.1-43 et seq., 32.1-229.	X
HIV Counseling, Testing and Referral Code Link-32.1-37.2	X

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

## OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
<b>COMMUNICABLE DISEASE SERVICES</b>			
Foreign Travel Immunizations			
Other:			
<b>CHILD HEALTH SERVICES</b>			
School health services			
Sick child care			
Other:			
<b>MATERNAL HEALTH SERVICES</b>	Income A only	Defined by Federal Regulations	All
Funds for deliveries			
Funds for special tests and drugs			
Diagnosis, treatment, and referral for gynecological problems			
Other:			
<b>FAMILY PLANNING SERVICES</b>	Income A only	Defined by Federal Regulations	All
Nutrition Education			
Preventive Health Services			
Pre-Conception Health Care			
Other:			

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

## OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
<b>GENERAL MEDICAL SERVICES</b>	<b>Income A only</b>	<b>Defined by Federal Regulations</b>	<b>All</b>
Activities of Daily Living			
Community Education			X
General Clinic Services (100% Locally Funded)			
Outreach			
Occupational health services			
Personal care			
Pharmacy services-Alternate Drug Delivery Site			
Hypertension screening, referral, and counseling			
Respite care services			
Other:			
<b>SPECIALTY CLINIC SERVICES (List)</b>	<b>Income A only</b>	<b>Defined by Federal Regulations</b>	<b>All</b>
<b>DENTAL HEALTH SERVICES</b>	<b>Income A only</b>	<b>Defined by Federal Regulations</b>	<b>All</b>
Preventive Clinic Services - Children			
Preventive Clinic Services - Adults			
Restorative Clinic Services			
Community Education			
Other:			

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICESPUBLIC HEALTH SERVICES PROVIDED  
UNDER LOCAL ORDINANCE

Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
Accident Prevention			
Air Pollution			
Bird Control			
Employee Physicals			
General Environmental			
Housing - BOCA & local building codes			
Insect control			
Noise			
Plumbing			
Radiological Health			
Rodent Control			
Solid Waste			
Swimming facilities			
Weeds			
Smoking Ordinances	X	Albemarle Code § 7-308 Charlottesville Code § 24.1-11	Enforcement
Other environmental services (identify)			

## LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICESPUBLIC HEALTH SERVICES PROVIDED UNDER  
LOCAL ORDINANCES OR CONTRACT WITH LOCAL GOVERNMENTS

## OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
Employee physicals			
Primary care for inmates in local jails or correctional institutions			
Other medical services (List)			
Other (please list)			





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

**TAB F**

<b>MEETING DATE:</b>	October 4, 2017				
<b>AGENDA TITLE:</b>	Staff Project Implementation Bonus				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a project support implementation bonus in the amount of \$1,500 plus benefit costs for Michael Grandstaff, Director of Communications, with such funds to come from the FY18 Personnel Contingency.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes x	No	<b>If yes, list initiative(s):</b>		A1, C8
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Eric B. Hess, Sheriff				
<b>PRESENTER(S):</b>	Eric B. Hess, Sheriff				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• The named staff member served in a significant supporting role for the essential E911 Emergency Communications Project implementation.</li> <li>• Mr. Grandstaff played key and significant role in coordinating the lengthy and complex project to full and successful completion.</li> <li>• He managed extensive upgrades to the Sheriff's Office systems and is very highly deserving of special recognition through this pay bonus for shepherding the almost \$9M project to successful implementation.</li> </ul>				
<b>FISCAL IMPACT:</b>	\$1,500 plus benefit costs.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other





## Capital Reserve Maintenance Fund Request

TAB G

**MOTION:** I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$7,980.00** for the purpose(s) of:  
**Maintenance on Fire Extinguishers (Division)**

**Section 1 - REQUEST**

Requesting Department/Agency <b>Fluvanna County Public Schools</b>	Dept/Agency Contact <b>Don F. Stribling II</b>	Date of Request <b>09/21/2017</b>
Phone <b>(434) 589-8208</b>	Fax <b>(434) 589-5393</b>	Fiscal Year <b>FY2018</b>

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>Maintenance of Fire Extinguishers (Division)</b>	190	\$42.00	\$7,980.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$7,980.00**

Description and justification for proposed use.

**At this time we have (190) Fire Extinguishers that need their five year hydro test and six year maintenance requirements completed. We have an existing contract for inspections on the extinguishers with Simplex that runs until July, 2019. We are working with the county to collaborate on a combined contract after this contract is completed.**

Department/Agency Head Name <b>Don F. Stribling II</b>	Signature <b>Don Stribling</b> <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2017.09.20 14:47:42 -04'00'</small>	Date <b>09/20/2017</b>
---	--	---------------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.09.25 11:26:41 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2017.09.20 18:24:11 -04'00'	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------





## Capital Reserve Maintenance Fund Request

TAB H

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$36,200.00 for the purpose(s) of:**

**Replace FCHS Baseball Bleachers**

**Section 1 - REQUEST**

Requesting Department/Agency <b>Fluvanna County Public Schools</b>	Dept/Agency Contact <b>Don F. Stribling II</b>	Date of Request <b>09/20/2017</b>
Phone <b>(434) 589-8208</b>	Fax <b>(434) 589-5393</b>	Fiscal Year <b>FY2018</b>

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>Replace FCHS Baseball Bleachers</b>	4	\$8,550.00	\$34,200.00
<b>Assembly and Installation of FCHS Bleachers</b>	4	\$500.00	\$2,000.00
			\$0.00
			\$0.00


Total Request: **\$36,200.00**

Description and justification for proposed use.

**The current bleachers do not adequately accommodate the spectators at baseball games where attendance has increased on both the visitor and home sides. If replaced, the current bleachers will be recycled and used as additional seating at the girls softball fields and tennis courts.**

Department/Agency Head Name <b>Don F. Stribling II</b>	Signature <b>Don Stribling</b> <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2017.09.20 14:59:16 -04'00'</small>	Date <b>09/20/2017</b>
---	--	---------------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.09.25 11:25:41 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2017.09.20 18:23:36 -04'00'	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------





## Capital Reserve Maintenance Fund Request

TAB I

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$44,400.00 for the purpose(s) of:**

**Repair and resurface FCHS Tennis Courts and Track**

## Section 1 - REQUEST

Requesting Department/Agency <b>Fluvanna County Public Schools</b>	Dept/Agency Contact <b>Don F. Stribling II</b>	Date of Request <b>09/20/2017</b>
Phone <b>(434) 589-8208</b>	Fax <b>(434) 589-5393</b>	Fiscal Year <b>FY2018</b>

Reserve Fund Purpose Category: **Repair required due to weather-related events**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>Repair and resurface FCHS Tennis Courts</b>	1	\$34,500.00	\$34,500.00
<b>Repair and resurface FCHS Track Surface</b>	1	\$9,900.00	\$9,900.00
			\$0.00
			\$0.00

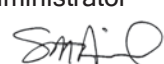
Total Request: **\$44,400.00**

Description and justification for proposed use.

**The Tennis Courts (6) that are used by PE students, student athletes, and community members are within the regular maintenance cycle of resurfacing. This resurfacing project will clean, fill and patch cracks, along with color coat the entire surface of the courts along with refurbishing the playing lines. This project would be done in collaboration, in a cost savings effort with the same company, by repairing and resurfacing the track at the same time.**

Department/Agency Head Name <b>Don F. Stribling II</b>	Signature <b>Don Stribling</b> <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2017.09.20 15:18:24 -04'00'</small>	Date <b>09/20/2017</b>
---	--	---------------------------

## Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.09.25 11:26:12 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2017.09.20 18:23:53 -04'00'	Date

## Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------







## Capital Reserve Maintenance Fund Request

TAB J

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$20,000.00 for the purpose(s) of:**

**Replacing the motor in Bus #1 of our fleet**

**Section 1 - REQUEST**

Requesting Department/Agency <b>Fluvanna County Public Schools</b>	Dept/Agency Contact <b>Don F. Stribling II</b>	Date of Request <b>09/20/2017</b>
Phone <b>(434) 589-8208</b>	Fax <b>(434) 589-5393</b>	Fiscal Year <b>FY2018</b>

Reserve Fund Purpose Category: **Failure of equipment after warranty expiration but before expected lifecycle**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>Replace the motor in Bus #1</b>	<b>1</b>	<b>\$20,000.00</b>	<b>\$20,000.00</b>
			<b>\$0.00</b>
			<b>\$0.00</b>
			<b>\$0.00</b>

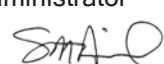
Total Request: **\$20,000.00**

Description and justification for proposed use.

**Bus #1 is a 2005 Diesel bus with 127,000 miles. It had diesel fuel get in the engine and has corroded all the lines and cracked the heads. The body of the bus is in good shape and we would like to replace the motor and get an additional 100,000 miles out of this new engine instead of purchasing a brand new bus.**

Department/Agency Head Name <b>Don F. Stribling II</b>	Signature <b>Don Stribling</b> <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2017.09.20 15:22:58 -04'00'</small>	Date <b>09/20/2017</b>
---	--	---------------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.09.25 11:25:14 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2017.09.20 18:23:16 -04'00'	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
MEETING PACKAGE ATTACHMENTS**

December 20, 2016

No.	Item
1	FY17 Capital Reserve Memo 2017-10-04
2	FY17 Contingency Balance 2017-10-04
3	Unassigned Fund Balance 2017-10-04
4	Building Report – August 2017
5	VDOT Monthly Report 2017
6	
7	
8	
9	
10	



---

# COUNTY OF FLUVANNA

---

*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** October 4, 2017  
**From:** Mary Anna Twisdale – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY18 BOS Contingency Balance

---

The FY18 BOS Contingency line balance is as follows:

<b>Beginning Budget:</b>	<b>\$150,000</b>
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
<b>Available:</b>	<b>\$119,848</b>



# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** October 4, 2017  
**From:** Mary Anna Twisdale – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY17 Carryover	\$134,975
<b>FY18 Allocation:</b>	<b>\$175,000</b>
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
<b>Available:</b>	<b>\$195,806</b>

### Schools Capital Reserve:

FY17 Carryover	\$238,603
<b>FY18 Allocation:</b>	<b>\$75,000</b>
Plus: Projects Completed July 2017	\$1,159
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
<b>Available:</b>	<b>\$308,536</b>





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** October 4, 2017  
**From:** Mary Anna Twisdale – Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

<b>*FY17 Year End (Unaudited) Unassigned Fund Balance:</b>	<b>*\$4,840,117</b>
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) – 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
<b>Current (Unaudited) Unassigned Fund Balance:</b>	<b>*\$4,491,873</b>

\*Audited FY17 Year End Unassigned Fund Balance will be available upon completion of the FY17 CAFR



**BUILDING INSPECTIONS MONTHLY REPORT**

County of Fluvanna

<b>Building Official:</b>	<b>Period:</b>
Kevin Zoll	Aug-2017

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>BUILDING PERMITS ISSUED</b>														
<b>NEW - Single Family Detached</b>	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6	4	10	6	5					52
<b>NEW - Single Family Attached</b>	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	0	0	0	0	0	2	0	2
	2017	0	0	0	0	0	0	0	0					0
<b>NEW - Mobil Homes</b>	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0	2	1	0	1					4
<b>Additions and Alterations</b>	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43	20	29	32	18					220
<b>Accessory Buildings</b>	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3	2	2	2	4					19
<b>Swimming Pools</b>	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	1	1	0	4
	2017	0	1	1	0	0	1	0	0				0	3
<b>Commercial/Industrial Build/Cell Towers</b>	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0	0	0	2	2					7
<b>Land Disturbing Permits</b>	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	17	7	6	11	3	9	9	117
	2017	3	2	17	7	7	9	6	6					57
<b>TOTAL PERMITS</b>	2015	38	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	50	24	40	42	35	40	42	461
	2017	36	31	65	59	35	43	42	30	0	0	0	0	341
<b>BUILDING VALUES FOR PERMITS ISSUED</b>														
<b>TOTAL BUILDING VALUES</b>	2015	1,384,631	1,560,716	2,916,520	3,567,237	2,999,918	4,280,357	5,272,378	3,107,731	2,625,563	2,203,913	1,931,893	6,252,403	\$ 38,103,260
	2016	1,817,981	2,555,455	5,552,458	3,711,821	2,447,891	5,181,921	3,611,179	1,817,783	3,089,971	1,889,279	2,028,590	2,937,783	\$ 36,642,112
	2017	857,767	827,724	4,859,777	2,066,132	1,512,789	3,676,118	1,904,915	2,359,988					\$ 18,065,210
<b>INSPECTIONS COMPLETED</b>														
<b>TOTAL INSPECTIONS</b>	2015	105	137	146	214	113	232	193	181	208	206	149	149	2033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	2099
	2017	159	144	171	141	177	152	202	182					1328
<b>FEES COLLECTED</b>														
<b>Building Permits</b>	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,193
	2017	\$3,710	\$3,463	\$19,849	\$8,618	\$6,036	\$10,814	\$8,680	\$7,099					\$ 68,270
<b>Land Disturbing Permits</b>	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,414
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$7,784	\$0	\$0	\$0	\$0	\$ 24,105
<b>Zoning Permits/Proffers</b>	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$950	\$1,700	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,950
	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$1,250	\$0	\$0	\$0	\$0	\$ 10,545
<b>TOTAL FEES</b>	2015	\$ 9,706	\$10,226	\$16,786	\$22,062	\$16,758	\$20,328	\$19,106	\$24,632	\$13,146	\$12,427	\$21,731	\$12,722	\$ 199,631
	2016	\$16,200	\$15,779	\$15,076	\$19,289	\$12,347	\$23,488	\$18,117	\$9,562	\$41,259	\$15,348	\$11,411	\$13,763	\$ 211,637
	2017	\$ 4,585	\$ 5,263	\$29,249	\$11,091	\$ 9,902	\$15,039	\$11,658	\$16,130	\$ -	\$ -	\$ -	\$ -	\$ 102,917



**Culpeper District, Louisa Residency**  
**Fluvanna County Monthly Report: October 2017**

**Fluvanna Mileage, Structures**

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

**Fatal Accidents**

DATE	LOCATION	ALCOHOL	RESTRAINT
01/23/2017	Route 15 (North of RTE 656 Brema Rd (3 fatalities)	No	Yes
07/17/2017	Route 15 (0.1-MI from RTE 644)	Yes	No

[Link to SmartScale Draft Funding Scenario-2018](#)

[Link to SmartScale Applications \(Filter for Fluvanna Co. Projects\)](#)



**Projects In Development: Preliminary Engineering**

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 629 Deep Creek Road– Bridge Replacement (UPC:104848)	--	Project Scoping	DEC 2018
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Public Hearing (June 2017)	Authorize ROW (June 2018)	NOV 2019
Route 600-618 Intersection Improvements (UPC TBD)	Adopted SSYP	Pre-Scoping	TBD
Route 53 Safety Improvements HSIP Project Rumble Strips (UPC:106955)	--	Authorize PE	2020
Deck Repair and Roadside Drainage Improvements (UPC: 109133)	--	Pre-Scoping	2018

**Projects Under Construction**

**Road Projects:**

PROJECT	LAST MILESTONE	NEXT MILESTONE	STATUS
Route 1102 – Rural Rustic	Grading and drainage	Hard-Surfacing ongoing	Ongoing

<i>Columbia District</i> (UPC:107315)	complete		
Route 1101 – Rural Rustic <i>Columbia District</i> (UPC:109165)	Grading and drainage complete	Hard-Surfacing ongoing	Ongoing
Route 1103 – Rural Rustic <i>Columbia District</i> (UPC:109167)	Grading and drainage complete	Hard-Surfacing ongoing	Ongoing
Route 1106 – Rural Rustic <i>Columbia District</i> (UPC:109169)	Grading and drainage complete	Hard-Surfacing ongoing	Ongoing
Route 1108 – Rural Rustic <i>Columbia District</i> (UPC:109185)	Grading and drainage complete	Hard-Surfacing ongoing	Ongoing
Route 15/53 Roundabout – (UPC 98213)	Construction	_____	Completed 09/16/17

**Bridge Projects:**

PROJECT	LAST MILESTONE	NEXT MILESTONE	STATUS
Route 15 Over Carys Creek, Deck Repair and Roadside Drainage Improvements (UPC: 109133)	Award Construction Contract	Construction Ongoing	Completion anticipated DEC 2017

**Additional Road Projects:**

- **On-Call Pipe Replacements** (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** (UPC 106849)
- **District Wide ADA Compliance** (UPC 108027)
- **On-Call District Wide Pavement Marking** (UPC 108282)

**State-Force and District-Wide Bridge Projects:**

- **District Wide Bridge Deck Cleaning and Washing** (UPC 105980) ;
- **District Wide Bridge Maintenance** (UPC 105979);
- **Route 623 over Venable Creek**, anticipated closing for replacement in late October through late Spring 2018;

**Resurfacing Projects**

- **Plant Mix Schedule/Surface Treatment Schedule:** All 2017 work is complete.
- [2017 Pavement Resurfacing Map](#)

**Traffic Engineering****Studies Under Review:**

- Route 600, Riverside Gate: *VDOT Traffic Engineers performed site-visit on 06/23/17, VDOT met with County on site to review traffic concerns. VDOT researching right-of-way limits along RTE 600, the County to schedule meeting with Lake Monticello.*

**Completed Studies:**

- Route 617 (Little Creek Rd, Solar Farm entrance study), Traffic Safety Study (065-0617-12282016-011), Speed Limit 55-MPH, RE: Coronal Development Solar Panel Farm on Rte. 617;
- Route 250, Hwy 15 west to Route 631, Troy Road. *VDOT does not recommend any changes at this time;*
- Route 708 (Blue Ridge Dr), From Route 250 to End State Maintenance: *VDOT Traffic Engineers performed site-visit on 6/23/17 and recommend reducing the speed limit to 40-MPH on Blue Ridge Dr. VDOT is scheduling signing upgrades (Study# 065-0708-20170510-011);*

#### County Safety and Operational Improvements:

- Route 600, Slice Rd, Abbey Rd. *VDOT installing Crosswalk, Sidewalk, ADA Ramps, Pedestrian safety improvements, construction anticipated to begin with sidewalks and ramps in mid-September;*
- Village of Palmyra Traffic Circle *(The County indicated that they would seek community input, pending Board review and approval).*
- RTE 600 (S. Boston Road) at RTE 616 (Union Mills) *VDOT received a request to relocate Stop Bar on Route 600 to improve traffic flow. VDOT Traffic Engineers performed site-visit on 6/23/17, VDOT plans to clear vegetation within ROW on southeast corner to improve sight-distance and re-position stop bar on S. Boston Rd.;*
- Route 652 Academy Road, *VDOT scheduling meeting with Admiral Burhoe/Fork Union staff to discuss Traffic Safety Study (Study# 065-0652-2016069-011)*

#### Area Land Use: 5 Permits Issued

Fluvanna County Plan Review Status for the month of August 2017							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
The Woodson Family Subdivision	653-Three Chopt Road, Fluvanna	Preliminary Plat Review,	Mark Wood	8/3/2017	9/6/2017	8/3/2017	Review Complete - Acceptable
Philip Mayhew Family Subdivision	625-Oak Creek Road, Palmyra	Preliminary Plat Review,	Mark Wood	8/4/2017	9/15/2017	8/4/2017	Review Complete - Acceptable
Watkins Property Minor Subdivision	631-Hunters Lodge Road, Troy	Preliminary Plat Review,	Mark Wood	8/10/2017	9/22/2017	8/17/2017	Review Complete - Acceptable
Gentry Property Family Subdivision	600-South Boston Rd, Palmyra	Preliminary Plat Review,	Mark Wood	8/17/2017	9/29/2017		Review Underway
The Meadows Minor Subdivision	647-Shiloh Church Road, Fork Union	Preliminary Plat Review,	Mark Wood	8/17/2017	9/29/2017	9/6/2017	Review Complete - Revision Required
Baird Property Family Subdivision	620-Rolling Road, Fluvanna	Preliminary Plat Review,	Mark Wood	8/17/2017	9/29/2017	9/6/2017	Review Complete - Revision Required
Pardee & Curtain Realty LLC Minor Subdivision	608-Rising Sun Road, Palmyra	Preliminary Plat Review,	Mark Wood	8/18/2017	9/29/2017	8/18/2017	Review Complete - Acceptable
Rahming et Al Minor Subdivision	662-Dobby Creek Road, Palmyra	Preliminary Plat Review,	Mark Wood	8/18/2017	9/29/2017	9/6/2017	Review Complete - Revision Required
Palmer Solar Center Minor Site Plan	617-Little Creek Road, Troy	Site Plan,	Mark Wood	8/25/2017	10/6/2017	8/25/2017	Review Complete - Acceptable
Van Der Linde Recycling Mulching Yard	250-Richmond Road, Troy	Site Plan,	Mark Wood	8/29/2017	10/12/2017		Review Underway

**Private Entrances: (5)**

**Existing Entrance Inspections: 4**

### **Maintenance Activities**

VDOT crews in Palmyra and Zion Crossroads Area Headquarters responded to **544** Work Orders in FY17, **133** so far in FY18. (*Zion Cross Roads AHQ serves portions of Fluvanna and Louisa Counties*)

Crews completed the following activities during the past month.

- Pipe replacement 60 LFT
- Unpaved shoulder machining, grading, and shaping 2.5 SMI
- Pipe/Culvert clean and repair 30 each
- Road surface hand patching 30 each
- Unpaved road machining, grading and shaping 2 CLM
- Pruning and brush removal 19 SMI
- Mowing by machine 149 ACR
- Mowing by hand 42 ACR
- Tree removal 34 each
- Ditching by hand 50 LFT
- Incidental maintenance 31 HR

#### **BOS Manual:**

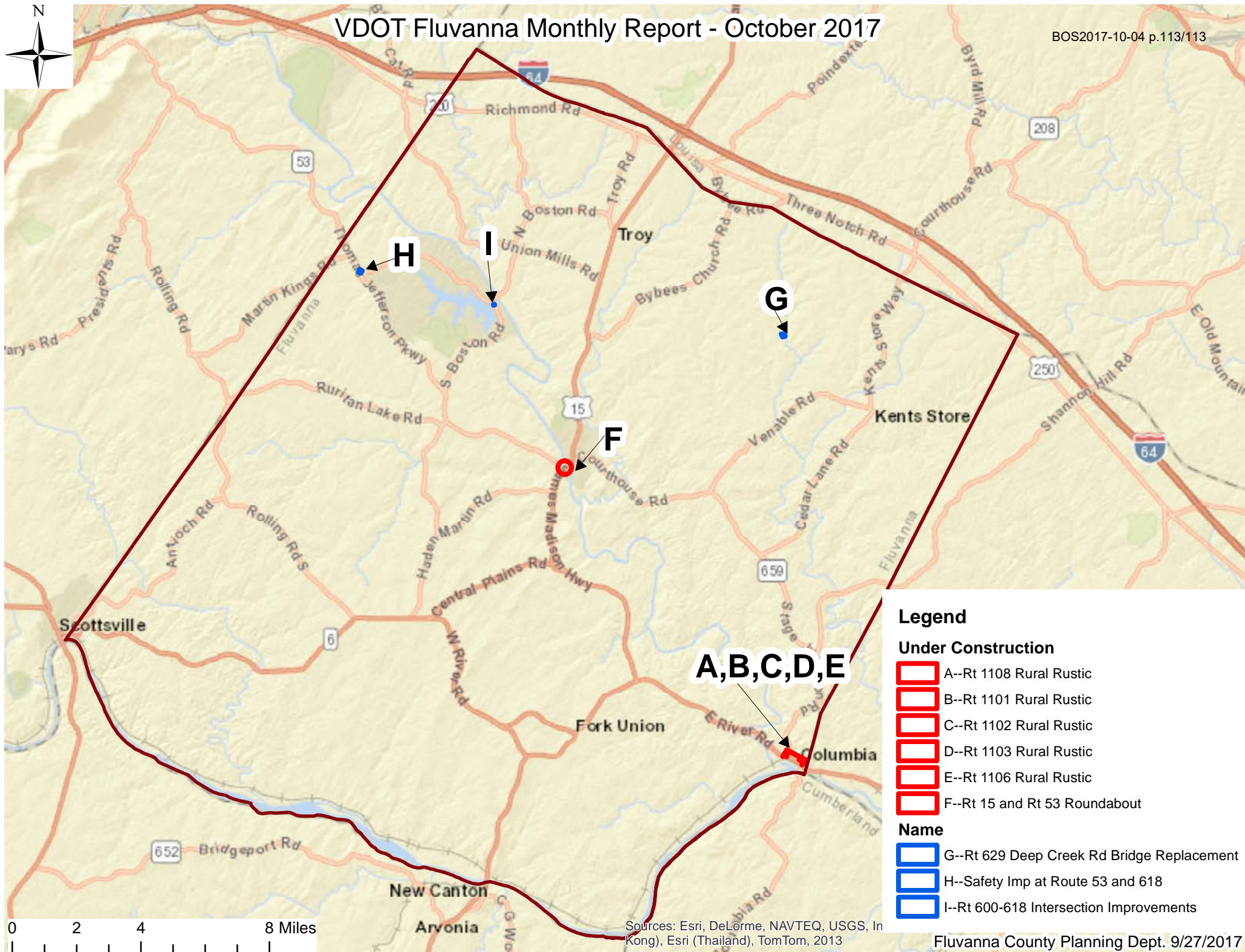
[http://www.virginiadot.org/business/resources/local\\_assistance/BOSManual\\_2017.pdf](http://www.virginiadot.org/business/resources/local_assistance/BOSManual_2017.pdf)

Alan Saunders, P.E.  
Resident Engineer  
VDOT Louisa Residency  
540-967-3710









# VDOT Fluvanna Monthly Report - October 2017

BOS2017-10-04 p.113/113






## Legend

### Under Construction

-  A--Rt 1108 Rural Rustic
-  B--Rt 1101 Rural Rustic
-  C--Rt 1102 Rural Rustic
-  D--Rt 1103 Rural Rustic
-  E--Rt 1106 Rural Rustic
-  F--Rt 15 and Rt 53 Roundabout

### Name

-  G--Rt 629 Deep Creek Rd Bridge Replacement
-  H--Safety Imp at Route 53 and 618
-  I--Rt 600-618 Intersection Improvements

Sources: Esri, DeLorme, NAVTEQ, USGS, In (Kong), Esri (Thailand), TomTom, 2013

Fluvanna County Planning Dept. 9/27/2017

