



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
November 16, 2022 at 7:00 pm

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
	SPECIAL PRESENTATION
	A Resolution Posthumously Honoring Gequetta Murray-Key – Eric Dahl, County Administrator
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
A	AFD 22:01 – SAH, LLC / Shannon Haislip – Withdrawal from North 640 – Jason Overstreet, Senior Planner
7	ACTION MATTERS
B	Resolution to Change the Name of Starling Drive to Grass Court – Eric Dahl, County Administrator
C	Deer Hunt for Handicapped Hunters at Pleasant Grove – Frederick W. Payne, County Attorney for Fluvanna County
7A	APPOINTMENTS
D	Board, Commission, and Committee Appointments – Eric Dahl, County Administrator
8	PRESENTATIONS (normally not to exceed 10 minutes each)
E	VDOT Quarterly Update – Scott Thornton, Residency Administrator,
F	Cigarette Tax Update – Eric Dahl, County Administrator
G	Cost of Community Services – Eric Dahl, County Administrator
9	CONSENT AGENDA
H	Minutes of November 2, 2022 – Caitlin Solis, Clerk to the Board
I	Approval of Open Space Agreement for Ronald G. & Carol Bragg – Andrew M. Sheridan, Jr., Commissioner of the Revenue
J	Approval of Open Space Agreement for Timothy A. & Laura R. Bruce – Andrew M. Sheridan, Jr., Commissioner of the Revenue
K	Approval of Open Space Agreement for William E. & Lori J. Caldwell – Andrew M. Sheridan, Jr., Commissioner of the Revenue
L	Approval of Open Space Agreement for Charles E. Carter & Linda J. Hughes – Andrew M. Sheridan, Jr., Commissioner of the Revenue
M	Approval of Open Space Agreement for Robert A. Gunnell, Jr. – Andrew M. Sheridan, Jr., Commissioner of the Revenue

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- N Approval of Open Space Agreement for Julia May Lacy
- O Approval of Open Space Agreement for Shannon B. & Mark A. Marshall – Andrew M. Sheridan, Jr.,
Commissioner of the Revenue
- P Approval of Open Space Agreement for Jessica S. Pace – Andrew M. Sheridan, Jr., Commissioner of
the Revenue
- Q Approval of Open Space Agreement for Melissa & Adam Proffitt – Andrew M. Sheridan, Jr.,
Commissioner of the Revenue
- R Approval of Open Space Agreement for Eric A. Shrieves – Andrew M. Sheridan, Jr., Commissioner of
the Revenue
- S Approval of Open Space Agreement for the Staiger Living Trust – Andrew M. Sheridan, Jr.,
Commissioner of the Revenue
- T CRMF - CEN Sewer Pipe – Don Stribling, FCPS
- U CRMF - FCHS Air Handler DRIVE – Don Stribling, FCPS
- V FY23 FCPS Grants Supplemental Appropriation – Brenda Gilliam, Executive Director for Instruction
and Finance

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

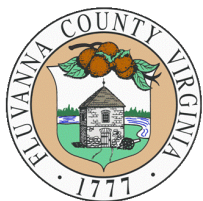
RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	A Resolution Posthumously Honoring Gequetta Murray-Key				
MOTION(s):	I move the Board of Supervisors adopt “A Resolution Posthumously Honoring Gequetta Murray-Key.”				
BOS GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	None				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 19-2022

A RESOLUTION POSTHUMOUSLY HONORING GEQUETTA MURRAY-KEY

WHEREAS Mrs. Gequetta “G” Murray-Key, was a dedicated resident of Fluvanna County, lending her time and considerable talents to support and advocate for her community; and

WHEREAS Mrs. Murray-Key was a dedicated community servant in her 22 years as a Fluvanna County resident, serving on numerous committees and taking on many leadership roles; and

WHEREAS Mrs. Murray-Key was appointed to the Fluvanna County Planning Commission in 2018, and was a thoughtful and engaged champion for effective planning; and

WHEREAS Mrs. Murray-Key was a passionate supporter of Fluvanna County Public Schools serving as PTO president and remaining active as a parent and as a community leader;

WHEREAS Mrs. Murray-Key was elected as a Representative on the Fluvanna County School Board, served with a commitment to the students, educators, and families of the community, was a champion for equity and excellence in education, and demonstrated a commitment to listening, being prepared, and working together to seek solutions; and

WHEREAS Mrs. Murray-Key made an indelible mark on the County and the many lives she touched; and

WHEREAS Mrs. Murray-Key was a beloved and well-respected member of the community; a musician and dedicated member of her church, a community leader, and a devoted wife, mother, and cherished friend to all she met; and

NOW, THEREFORE, BE IT RESOLVED, on this 16th day of November 2022, that the Fluvanna County Board of Supervisors does hereby posthumously recognize Gequetta Murray-Key for her dedicated service, compassionate leadership, and many contributions to the County of Fluvanna, with respect and gratitude. She will be missed.

BE IT FURTHER RESOLVED, the Fluvanna County Board of Supervisors extends their sympathy to the family of Gequetta Murray-Key and decrees that the family be furnished a copy of this resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 16th day of November 2022.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Christopher Fairchild, Cunningham District						
Anthony P. O’Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB A

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	AFD 22:01 – SAH, LLC / Shannon Haislip – Withdrawal from North 640				
MOTION(s):	I move to [approve/deny, defer] AFD 22:01, a request to withdraw Tax Map 29 Section A Parcel 42 and 8.39 acres from Tax Map 29 Section A Parcel 37, totaling 19.62 acres, from the North 640 Agricultural and Forestal District.				
BOS GOALS	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Jason Overstreet, Senior Planner				
PRESENTER(S):	Jason Overstreet, Senior Planner				
RECOMMENDATION:	At its meeting on October 11, 2022, the Planning Commission recommended approval of AFD 22:01 (4-0); Mr. Zimmer moved to recommend approval and Mr. Goad seconded. AYES: Bibb, Goad, Lagomarsino, and Zimmer.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request to withdraw Tax Map 29 Section A Parcel 42 and 8.39 acres from Tax Map 29 Section A Parcel 37, totaling 19.62 acres, from the North 640 Agricultural and Forestal District.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Regarding AFD 22:01, the Board of Supervisors may: <ul style="list-style-type: none"> Approve this request, allowing the removal of a parcel and part of a parcel from the North 640 AFD; OR Deny this request, preventing the removal of a parcel and part of a parcel from the North 640 AFD; OR Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	Application received August 2, 2022. AFD Advisory Committee reviewed this request on September 20, 2022. Planning Commission reviewed the request on October 11, 2022.				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

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BOS2022-11-16 p. 11/216
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: AFD 22:01
Tax Map: 29, Section A, Parcel 42 & Parcel 37

From: Jason Overstreet
District: Fork Union
Date: October 5, 2022

General Information: This item is scheduled to be heard by the Board of Supervisors on Wednesday, November 16, 2022 at 7:00 p.m. at the Carysbrook Performing Arts Center.

Applicant/Owner: SAH, LLC / Shannon Haislip, Applicant

Requested Action: **AFD 22:01 SAH, LLC – Withdrawal from North 640 AFD** – Request to withdraw Tax Map 29 Section A Parcel 42 and 8.39 acres from Tax Map 29 Section A Parcel 37, totaling 19.62 acres, from the North 640 Agricultural and Forestal District. The North 640 Agricultural and Forestal District consists of approximately 2295.7 acres and the subject parcels are fronting on Sclaters Ford Road (SR 660) and are generally north of Haden Martin Road (SR 640) and they are located in the Rural Preservation Area and the Fork Union Election District. (Attachment A)

Location: Subject parcels front Sclaters Ford Road (SR 660) approximately $\frac{3}{4}$ mile north of its intersection with Haden Martin Road (SR640).

Existing Zoning: A-1, Agricultural, General

Existing Land Use: Agricultural

Adjacent Land Uses: Adjacent properties are zoned A-1.

Comprehensive Plan: Rural Preservation Planning Area

Zoning History: None

Fiscal Implications:

The application fee has been paid by the applicant. If the proposed withdrawal is approved, the property could be subdivided into additional residential lots. Residential development typically costs more in terms of the provision of public services than the revenue it generates through the

fees to develop the land and through tax revenues.

Policy Implications:

This application was referred to the Agricultural and Forestal District Advisory Committee in accordance with Section 3.1-13 of the County Code. The advisory committee made a recommendation to the Planning Commission who must hold a public hearing and then report its recommendations to the governing body. The governing body must then hold a public hearing after receiving the report of the Planning Commission and the advisory committee.

A landowner seeking to withdraw land from a district, if denied favorable action by the governing body, shall have an immediate right of appeal de novo to the circuit court serving the territory wherein the district is located.

Staff Analysis:

The purpose of Agricultural and Forestal Districts, as outlined in the Virginia Agricultural and Forestal District Act (Virginia Code), is “...to conserve and protect and to encourage the development and improvement of the Commonwealth’s agricultural and forestal lands for the production of food and other agricultural and forestal products...and to conserve and protect agricultural and forestal lands as valued natural and ecological resources which provide essential open space for clear air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes.”

When evaluating proposed withdrawals from Agricultural and Forestal Districts, the County Code states that any owner of land lying within such a district may file with the County a written request to withdraw all or part of his land from the district for good and reasonable cause. The Fluvanna County Agricultural and Forestal District Brochure specifically addresses petitions for withdrawals and stipulates criteria for such requests. These criteria should be evaluated by the Agricultural and Forestal District Advisory Committee and the Planning Commission prior to making any recommendations. The criteria are as follows:

1. *The proposed new land use will not have an adverse effect upon farming or forestry operations in the remaining portion of the district.*

The applicant has indicated an intent to subdivide the property and create several new two-acre lots for sale. The applicant does not want to subdivide off 22 acres which is the minimum lot size required for divisions of land in an AFD that are not family divisions. As a result, the applicant has requested removal of all of TMP 29-A-42 and 8.39 acres of TMP 29-A-37 from the district. Both agriculture and single-family residential uses are permitted by right in the A-1 zoning district, therefore the proposed lots are not expected to have an adverse impact upon farming or forestry operations in the remainder of this district.

2. *The proposed new land use is in compliance with the most recently approved*

Comprehensive Plan.

The North 640 AFD lies within both Rural Preservation and Rural Residential Planning Areas, however the subject parcels are only within Rural Preservation areas. In accordance with the 2015 Comprehensive Plan, *“the rural preservation areas are intended to be the least developed areas of the county. Large parks, agricultural and forestal districts, working farms, and passive open spaces should comprise most of the land use, with very low-density residential development.”* In that respect, removing land from an AFD could result in an increase in development in this area. However, only a maximum of nine lots can be created and the A-1 District does not permit major subdivisions aside from the rural cluster development option, therefore any development would be low-density.

3. *The proposed land use is consistent with the public interest of the County and not solely to benefit the proprietary interests of the landowner requesting withdrawal.*

The proposed withdrawal would primarily benefit the proprietary interests of the landowner. However, the landowner has experienced unfortunate circumstances leading to the need for the withdrawal, and the landowner has stated that in order to keep his additional two farms viable it is necessary to remove the requested acreage. While the withdrawal would benefit the landowner, it is also in the County’s best interest to preserve as much agricultural land as possible particularly if disapproval of a request to withdrawal land leads to less land being used for farming and other agricultural production.

4. *The proposed land use was not anticipated by the landowner at the time the property was placed in the district, and there has been a change in conditions or circumstances since that time.*

The applicant purchased the subject property with the intent of establishing a turkey farm. Before he was able to establish the farm the Covid pandemic began. This has resulted in significant increases to the costs of creating the farm as well as to the projected operational costs. Additionally, the applicant’s partner is no longer interested in retaining his share of the farm and the applicant is unable to establish the farm independently.

Removal of this parcel would reduce the total acreage of the North 640 AFD from 2295.7 acres to 2276.2 acres which still complies with the minimum size requirement for an AFD. Remaining parcels will continue to be located within one mile of the boundary of the core as required. Additionally, the applicant has stated that it may be necessary to sell the farm in its entirety which could ultimately lead to a decrease of farm land within the County and increased development within the Rural Preservation Planning area. This outcome would be inconsistent with the stated purposes of preservation and protection of rural areas.

Agricultural and Forestal District Committee and Planning Commission Recommendation:

The Agricultural and Forestal District Advisory Committee reviewed this application at their meeting on September 20, 2022. The Committee recommended approval of the applicant's request to the Planning Commission by a vote of 5-0.

Planning Commission Recommendation:

The Planning Commission reviewed this application and held a public hearing on at their meeting on October 11, 2022. The Commission recommended approval of the applicant's request to the board of Supervisors by a vote of 4-0.

Suggested Motion:

I move to recommend [approval/denial] of AFD 22:01, a request to withdraw Tax Map 29 Section A Parcel 42 and 8.39 acres from Tax Map 29 Section A Parcel 37, totaling 19.62 acres, from the North 640 Agricultural and Forestal District.

Attachments:

- A – Application & APO Letter
- B – Aerial Map
- C – Map of North 640 Ag/For District
- D – Table of North 640 Ag/For District Parcels
- E – Resolution 05-2020

Copy:

Applicant/Owner: SAH, LLC / Shannon Haislip
File

RECEIVED

RECEIVED

Attachment A

BOS2022-11-16 p. 15/216



AUG 02 2022

Fluvanna County
Planning Dept

Application for the Creation of or Addition to an

AGRICULTURAL/FORESTAL DISTRICT

AUG 01 2022

Fluvanna County
Planning Dept

FEES payable with application:

Establishment of a new district = \$500.00

Additions and reviews to existing districts = \$500.00

Withdrawal from district = \$500.00

A copy of this completed form and required maps shall be submitted by the applicant landowner(s) to the Planning and Zoning Department. This form shall be accompanied by:

- 1 - United States Geological Survey 7.5 minute topographic maps that clearly show the boundaries of the district or addition and boundaries of the property each applicant owns within the district or addition and
- 2 - A Department of Transportation general highway map for the locality that shows the general location of the district or addition
- 3 - Fluvanna County Land Map(s) showing the parcels or boundaries within the parcels included in the district.

Name of Existing or Proposed Agricultural/Forestal District: NORTH 640 AFDGeneral Location of the District: BETWEEN RTS. 640 & 660, 1 MILE SOUTH OF CUNNINGHAMTotal Acreage in the District or Addition: ≈ 2,118 ACRES 2369 ACTUAL

Name	Address current legal address	Total Acreage owned in the District or Addition	Land Book Reference Tax Map/Parcel Number
SAH, LLC	1330 HATSLIP LN PALMYRA	147.2 ACRES	29-A-37 29-A-42

OFFICE USE ONLY	
\$500.00 Fee: Date Received: 08/02/2022	Check# 4644 AFD: 22: 01 AFD Name: North 640
Submitted to Board of Supervisors: _____	Referred to Planning Commission: _____
Referred to Advisory Committee: _____	Planning Commission Public Hearing Date: _____
Board of Supervisors Public Hearing Date: _____	Election District: Fork Union
Approved: _____	Modified: _____ Rejected: _____

Fluvanna AFD Advisory Council
C/O Jason Overstreet
Fluvanna County Planning Dept.
132 Main Street
Palmyra, VA 22963

June 25, 2022

Re: Request to remove 19.628 acres from the North 640 AFD

Dear Council Members,

I am a fourth generation farmer in Fluvanna County and owner of a small excavation company. I started helping my dad on his farm operation at a very young age. Eventually, I was able to start buying my own farm equipment and cattle and, while continuing to help my dad, started my own farm operation. Currently, my personal operation covers more than 800 acres on owned/leased land and I have been looking for more land to lease.

In 2017, I negotiated to buy my granddaddy's 138 acre farm (tax map parcel 39-A-112) from my aunts, which is in the Kidd's Store AFD.

That same year, an elderly neighbor, in rapidly declining health, told me he wanted me to buy his 115 ac farm (tax map parcel 39-A-5), also in the Kidd's Store AFD, from his wife after his death. I had been leasing this farm for 6 years and it had become an important part of my operation but, with my recent purchase of 138 acres, I knew I would need a partner. I found an investor about the time my neighbor passed and we got a verbal commitment for a ten year contract from a national turkey processor, which would have covered the cost of constructing/operating two, seven hundred feet long turkey houses and our land payments. My neighbor died in February of 2018 and we closed on the farm in December of 2018. Over the next ten months, I spent \$15,000 on engineering services for an E&SC/Stormwater Plan to cover the construction project and was finalizing our contracts and financing when Covid hit. With pandemic related labor shortages and rising materials cost, we decided to postpone the start of construction until conditions improved. Conditions certainly have not improved but cattle and grain prices remained strong, making it easier for me to cover my share of the mortgage.

In 2020, I was informed by the owner of a farm in the North 640 AFD that he was going to sell the farm that my dad had been renting for thirty years. The price was very fair and this farm (tax map parcels 29-A-37 & 29-A-42) totaling 147.201

acres, had become an integral part of dad's and my operations, so I agreed to purchase the farm.

Just after I closed on the 147 acre farm in April of 2021, with skyrocketing estimates for constructing the turkey houses, my partner informed me that he was no longer interested in retaining his share of the 115 acre farm. The cost of constructing the turkey houses has now increased from \$1.2 million to \$2 million and interest rates are rising. As I am now "land poor", I will not, in the foreseeable future, be able to pursue the turkey business alone, nor can I afford to buy out my partner's interest in the land.

I own three farms totaling 400.201 acres, all of which are in AFDs. I would like to keep as much of it in AFDs as possible. If I could withdraw parcel 29-A-42 (11.23 acres) and 8.398 acres from parcel 29-A-37 from the North 640 AFD, I could generate the funds needed to buy out my partner and continue to own/farm 380.573 acres of the original 400.201 acres in their respective AFDs. If I can't withdraw a total of 19.628 acres from the North 640 AFD, my next best option is to sell the 115 acre farm which would have a substantial negative impact on my farm operation.

My partner has been somewhat patient while I try to find a remedy for my predicament but I'm afraid I will need to resolve this soon. To make matters worse, in addition to the increased cost of equipment parts and other supplies, my fuel bill for the excavation business and farm is now \$10,000/week, up from \$5,400/week previously.

Thank you in advance for your consideration of my request.

Sincerely,

Shannon Haislip
1330 Haislip Ln
Palmyra VA 22963
434-531-6027

WITHDRAWAL FROM A DISTRICT:**By-right Withdrawal:**

1. A property owner may withdraw by written notice at any time before the Board of Supervisors act on the application.
2. A property owner may withdraw by written notice during the time of review.
3. Upon the death of a property owner, any heir or devisee of an owner of land within the district may withdraw such land upon inheritance by written notice within two years of the date of death of the owner. Such a withdrawal, regardless of the acreage or location of the parcel, has no effect on the continuation of the district until the following review time.
4. No fee is require for a by-right withdrawal.

Petition for Withdrawal:

1. Withdrawal from an established district may be permitted by the Board of Supervisors for "good and reasonable cause shown".
2. The property owner requesting withdrawal must make application to the Board of Supervisors and submit a fee of \$500.
3. Any petition to withdraw property from a district must meet the following criteria:
 - a. The proposed new land use will not have an adverse effect upon farming or forestry operations in the remaining portion of the district.
 - b. The proposed new land use is in compliance with the most recently approved Comprehensive Plan.
 - c. The proposed land use is consistent with the public interest of the County and not solely to serve the proprietary interests of the landowner requesting withdrawal.
 - d. The proposed land use was not anticipated by the landowner at the time the property was placed in the district, and there has been a change in conditions or circumstances since that time.
4. Such petition for withdrawal is referred to the Advisory Committee for recommendation to the Planning Commission.
5. The Planning Commission holds a public hearing and makes a recommendation to the Board of Supervisors.
6. The Board of Supervisors holds a public hearing and makes a determination.
7. If denied favorable action, the applicant may appeal the Board's decision to the Circuit Court.

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4644

HAISLIP CONSTRUCTION INC
1330 HAISLIP LN
PALMYRA, VA 22963-5133

DATE 8/2/22 68-316/514

PAY TO THE ORDER OF Spotsylvania County

[Signature] $\frac{500}{100}$

\$ 500.00

DOLLARS



FOR AFD

[Signature]

⑈004644⑈ ⑆051403164⑆ 8517393844⑈



COUNTY OF FLUVANNA

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

MEMORANDUM

Date: November 1, 2022
From: Valencia Porter
To: Douglas Miles
Subject: APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the November 16, 2022 Board of Supervisors meeting.



COUNTY OF FLUVANNA

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

PUBLIC HEARING NOTICE

November 1, 2022

AFD 22:01 SAH, LLC - WITHDRAWAL FROM NORTH 640 AFD / Tax Map 29 Section A Parcel 42 and 8.39 acres from Tax Map 29 Section A Parcel 37 and totaling 19.62 acres being withdrawn

This is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on:

Meeting: Board of Supervisors Public Hearing

Date: **Wednesday, November 16, 2022 at 7:00 pm**

Location: Carysbrook Performing Arts Center
8880 James Madison Hwy Fork Union, VA 23055

AFD 22:01 SAH, LLC – Withdrawal from North 640 AFD – Request to withdraw Tax Map 29 Section A Parcel 42 and 8.39 acres from Tax Map 29 Section A Parcel 37, totaling 19.62 acres, from the North 640 Agricultural and Forestal District. The North 640 Agricultural and Forestal District consists of approximately 2295.7 acres and the subject parcels are fronting on Sclaters Ford Road (SR 660) and are generally north of Haden Martin Road (SR 640) and they are located in the Rural Preservation Area and the Fork Union Election District.

The regular meeting of the Board of Supervisors will be held in person and attendees can attend in person, virtually online, or by telephone. Instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments prior to the scheduled meeting to dmiles@fluvannacounty.org and any questions may be directed to Douglas Miles, Community Development Director at 434-591-1910, between 8:00 am and 5:00 pm, Monday – Friday in the County Administration Building at 132 Main Street Palmyra, VA 22963. Please be advised that additional information can be obtained from Jason Overstreet, Senior Planner at joverstreet@fluvannacounty.org and he has provided a site location map for reference purposes that is included in this Public Notice letter for your use.

Sincerely,

Douglas Miles



Douglas Miles, AICP, CZA
Community Development Director


ADJACENT PROPERTY OWNERS AFD 22:01			
TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
29-A-36B	ERIC & SARAH H MILES	1968 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-39	KORRY LEE ANTOL	1401 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-36C	BRIAN P HANEY & ROSE MARY BROGAN	1964 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-37, 29-A-42	SAH, LLC	1330 HAISLIP LN	PALMYRA, VA 22963
29-A-77	SEBECRF LLC & SEBECRJ LLC	3772 DONAVON MILL CT	POWHATAN, VA 23139
29-8-C	PAUL D HEATWOLE	12307 TWIN MOUNTAINS RD	RAPIDAN, VA 22733
29-8-B	KEVIN & TAMMY CANARD	1285 SCLATERS FORD RD	PALMYRA, VA 22963
29-8-A	ROBERT W & MARY L WEAVER	1217 SCLATERS FORD RD	PALMYRA, VA 22963
28-A-33F	JAMES WILLIAMS JR & KATHLEEN WILLIAMS ET AL	4477 BONSACK RD	ROANOKE, VA 24012
29-5-10	ANDREW D & MINA GRACE SEARCY	1079 SCLATERS FORD RD	PALMYRA, VA 22963
29-5-9	LEAON A DIMMIE	1043 SCLATERS FORD RD	PALMYRA, VA 22963
29-5-8	LEON DIMMIE & SCHERRY ROSS	1015 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-43	WANDA FIELDING	634 SCLATERS FORD RD	PALMYRA, VA 22963
29-5-7	JANET, MELVIN, & VALERIE MORRIS	985 SCLATERS FORD RD	PALMYRA, VA 22963
29-5-6	JAMES BARNETT C/O JANE HAMILTON	3123 DOGWOOD DR	PALMYRA, VA 22963
29-A-50	WILLIAM & MARGARET KLEINOT	340 MANOR BLVD	PALMYRA, VA 22963
29-5-5	SCOTT GOOD	97 HUNTERS LODGE RD	PALMYRA, VA 22963
29-5-4	GEORGE FERGUSON	899 SCLATERS FORD RD	PALMYRA, VA 22963
29-5-3	VINCENT & LISA AGEE	863 SCLATERS FORD RD	PALMYRA, VA 22963
29-5-2	VERNETTE COBBS	26 DRAPER CIR	STAFFORD, VA 22554-4754
29-5-1	JAMES RUSSELL & BERTHA BROWN	801 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-37A	STEPHANIE SCHMIDT	4301 DONNA MARIE CT	HAYMARKET, VA 20169
29-A-35	BROWNING FAMILY TRUST	1615 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-40A	STEVEN WAYNE SCLATER	1389 SCLATERS FORD RD	PALMYRA, VA 22963
29-A-41	LAUREL OAK PROPERTIES LLC	24 PLUM CT	PALMYRA, VA 22963




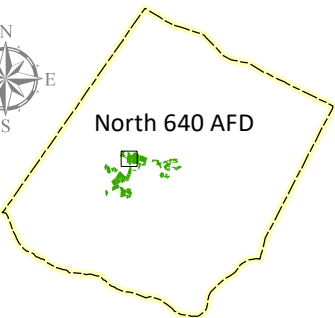

North 640 AFD Withdrawal

Tax Parcel	Owner	Acreage	Withdrawal
29 A 37	SAH, LLC	135.971	8.39
29 A 42	SAH, LLC	11.23	11.23

 North 640 AFD  Approximate acreage to withdraw from 29 A 37

 Road

 Tax Parcel



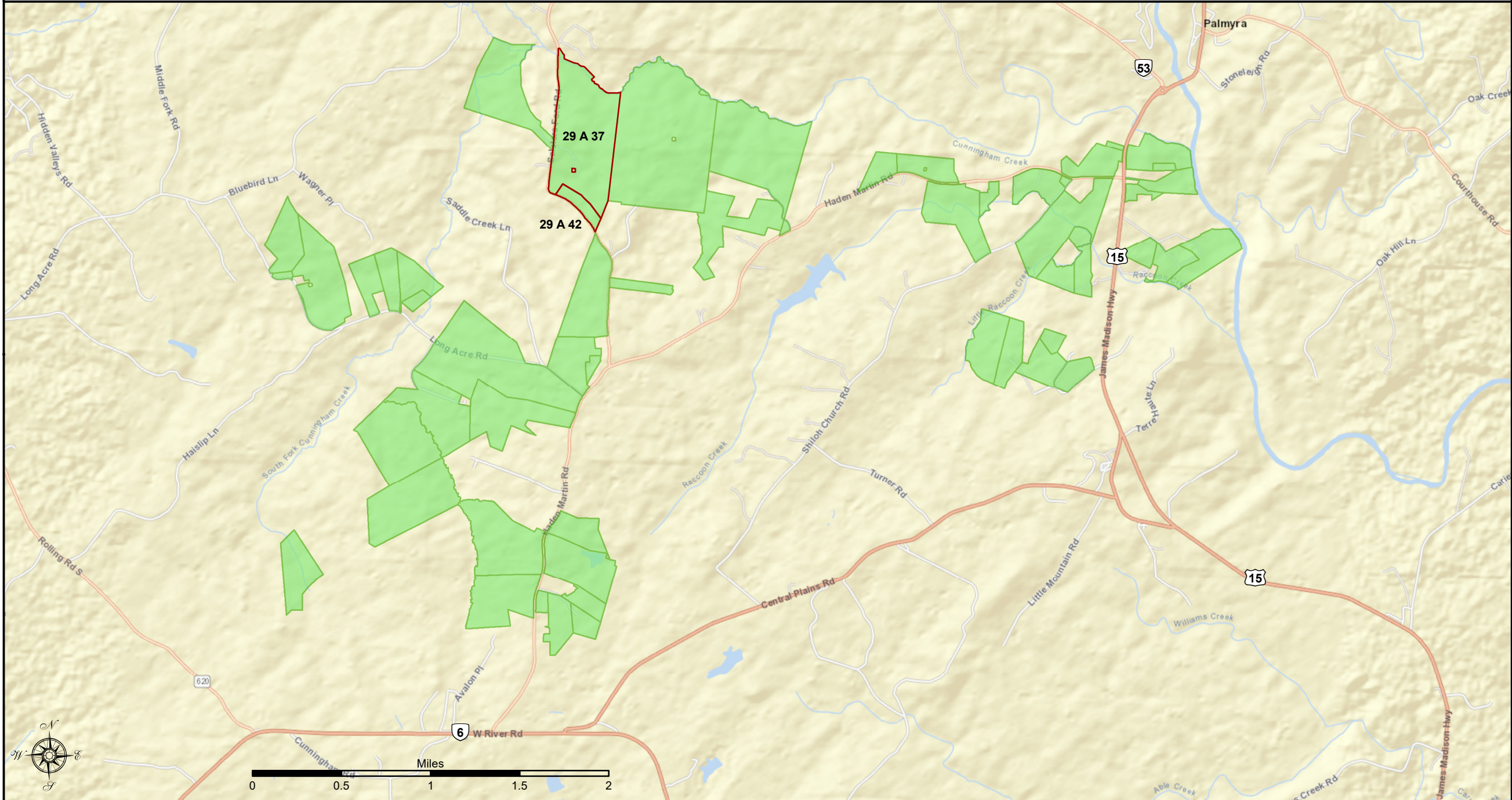
North 640 AFD

0 250 500 1,000 1,500 Feet

G:\Mxds\AFDs\North 640 AFD Withdrawal 9-7-2022.mxd 9/15/2022

North 640 Agricultural & Forestal District

BOS2022-11-16 p 27/216 **Attachment C**





COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2022-11-16 p. 29/216
 132 Main Street
 P.O. Box 540
 Palmyra, VA 22963
 (434) 591-1910
 Fax (434) 591-1911
www.fluvannacounty.org

The North 640 Agricultural and Forestal District consists of the following 56 tax parcels:

OWNER 2019	TAX MAP PARCEL #	ACREAGE
Aldridge, Larry S. & Darlene W.	28 A 27I	20.918
Antol, Theodore D. & Korry H.	29 A 39	78
Bossong, Donald G. & Rebecca W.	30 A 52	37.834
Bossong, Donald G. & Rebecca W.	30 A 53	28.02
Brookman Asset Protection Trust	30 A 33	25.186
Brookman Asset Protection Trust	30 A 34	1.5
Cavanaugh, Burdell D.	30 A 40	15
Cavanaugh, D. Burdell Sr	30 A 43	14.586
Ch Krammes & Co Inc	29 A 111	16.553
Cioban, James R & Lisa B	40 10 2	14.5
Cox, Robert D. & Toni C.	30 A 38	22.234
Critzer, Dale L. & Lori A.	28 A 27D	6
Critzer, Dale L. & Lori A.	28 A 27E	24.247
Demarco, Robert & Deborah A.	28 A 27H	20
Dimmie, Gene Austin & Robert C/o Robert F Dimmie Jr	30 A 56	32
Dimmie, Gene Austin & Robert C/o Robert F Dimmie Jr	30 A 57	7.3
Dimmie, Gene Austin & Robert C/o Robert F Dimmie Jr	41 A 1	15
Feisner, David C. & Edith A.	40 10 3	14.5
Haislip, Edward F. & Wife	30 A 21	2
Haley, Sherron J. Le Et Al C/o Sylvia Marie Johnson	29 A 45	30
Hawthorne, Sammy N.	28 A 35	86
Hawthorne, Sammy N.	28 A 37	29.8
Hawthorne, Sammy N.	28 A 37A	1.25
Higgins, William E. & Mary K.	30 16 B2	8.508
Johnson, Sylvia M.	29 A 44	155.5
Johnson, Sylvia M.	39 A 91	100
Johnson, Sylvia M.	40 A 3A	72.63
Johnson, Sylvia Marie Et Al	29 A 47	3
Johnson, Sylvia Marie Et Al	40 A 9	70
Johnson, Sylvia Marie Et Al	40 A 10	95.128
Kennedy, Sandra Phanelson	30 A 28	82.947
Landes, Dalene Maude Johnson	39 A 93	80
Miller, Jack B. & Angela M.	30 12 2	47.98

O'Malley Living Trust % George & Janice O'Malley	40 13 5	27.334
O'Malley Living Trust % George & Janice O'Malley	40 A 57	56.71
Park, Sidney A. & Ann L.	30 12 3A	6.78
Staton, Howard L. & Virginia J.	39 A 92	61.53
Stockton, Eugene Andre	40 10 4	22.84
Stockton, Eugene Andre	40 10 5	4.5
Sweeters, Christine	29 17 1	2.589
Sweeters, Christine	29 A 70	58.706
Sweeters, Christine	29 A 74	134.543
Tapscott Brothers Logging, Inc	39 3 1	41.26
Trentacosta, Eugene E. & Cindy	30 8 A	23.14
Trentacosta, Eugene E. & Cindy	30 8 C	10.021
Tucker, Frederic L. & Jeri Lynn	30 A 17	28.653
Tucker, Frederic L. & Jeri Lynn	30 A 18A	3.349
Webb, Kenneth O. & M Ruth	30 A 20	22
Webb, Kenneth O. & Webb, Nancy	29 A 37	133.951
Webb, Kenneth O. & Webb, Nancy	29 A 42	13
Webb, Kenneth O. & Webb, Nancy	29 A 77	240
Webb, Kenneth O. & Webb, Nancy	29 A 78	0.75
Webb, Kenneth O. & Webb, Nancy	30 A 35	68
Webb, Kenneth O. & Webb, Nancy	30 A 41	5
Webb, Nancy J.	29 A 37A	60
Webb, Nancy J.	29 A 64	13
Total		2295.777



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 05-2020

**A RESOLUTION TO AUTHORIZE RENEWAL OF THE NORTH 640
AGRICULTURAL/FORESTAL DISTRICT FOR AN ADDITIONAL TEN-YEAR
PERIOD TO EXPIRE NOVEMBER 17, 2029**

At a regular meeting of the Board of Supervisors of the County of Fluvanna held in the Fluvanna County Courts Building at 7:00 p.m. on the 22nd of January 2020, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the Fluvanna County Board of Supervisors approved the creation of the North 640 Agricultural/Forestal District on November 17, 1999 for a ten-year period; and

WHEREAS, the Fluvanna County Board of Supervisors approved the renewal of the North 640 Agricultural/Forestal District on October 7, 2009; and

WHEREAS, the district expired on November 17, 2019; and

WHEREAS, in accordance with Section 15.2-4311 of the Code of Virginia, the Fluvanna County Planning & Community Development Department contacted the current property owners of parcels identified in the North 640 Agricultural/Forestal District and advised them that the approved district would expire on November 17, 2019 and inquired whether the owners desired that the property remain in or be removed from the district.

NOW, THEREFORE BE IT RESOLVED on this 22nd day of January 2020 that the Fluvanna County Board of Supervisors hereby renews the North 640 Agricultural/Forestal District for an additional ten-year period to expire on November 17, 2029.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the regular meeting of the Board held on the 22nd day of January, 2020;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					X
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District				X		
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X				X	

Attest:


John M. Sheridan, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Resolution to Change the Name of Starling Drive to Grass Court				
MOTION(s):	I move the Board of Supervisors approve the “Resolution to Rename Starling Drive to Grass Court.”				
BOS GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediately				
DISCUSSION:	Starling Drive is the current name of the private road serving two parcels and three dwellings owned by the Blount Land Trust. Renee Blount, Trustee of the Blount Land Trust, requests the Starling Drive be changed to Grass Court. The requestor has submitted a signed letter requesting the change. The requestor is also aware they are responsible for the cost of the new sign and its installation. Michael Grandstaff, E911 has indicated the cost should not exceed \$200.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	Starling Drive was established when all Fluvanna County roads were added to the current E911 system.				
ENCLOSURES:	<ul style="list-style-type: none"> Letter requesting the road name change Resolution 20-2022 Fluvanna County Code Sec. 18-2. - Naming of streets, roads and alleys GIS Map of Blount Land Trust properties 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

March 23, 2022

Ms. Renee L. Blount
271 Starling Drive
Keswick, Virginia 22947

Mr. Eric Dahl
County Administrator
Fluvanna County
PO Box 540
132 Main Street
Palmyra, Virginia 22963

Dear County Administrator Dahl,

I would like to bring a matter to your attention to be exercised in the appropriate manner applicable to the laws of the County of Fluvanna, Virginia and its property owners therein.

In simple terms, when the County of Fluvanna executed its Road Naming rollout to address compliance with E911 implementation standards, it randomly assigned names or addresses to parcels that had primary access to a road or connecting road or right-of-entry or right-of-way to property.

For some, I would even venture to say many residents were willing participants in the process, while others were simply unaware of having to meet E911 requirements. Therefore, I would like to rescind the road name that was assigned and reestablish for the record by proposing a change to the road name that the County implemented.

Thusly, I propose the following road name: Grass Court

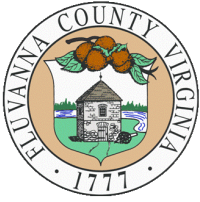
I would like to thank you in advance for administering such matters, as well as, enabling its presentation to the County of Fluvanna, Board of Supervisors for further review. It is my understanding; the nature of the request demands we follow protocol to accomplish this task.

In the meantime, I look forward to hearing back from Fluvanna County representatives with further guidance.

Sincerely



Renee L. Blount
/rb



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 20-2022

**A RESOLUTION TO RENAME
STARLING DRIVE TO GRASS COURT**

WHEREAS, the Board of Supervisors is empowered to rename streets, roads and alleys within the County in accordance with Section 18-2 of the Fluvanna County Code; and

WHEREAS, Renee Blount, trustee of the Blount Land Trust and being a resident of Starling drive, requests that the Board of Supervisors rename the road Grass Court; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of Fluvanna pursuant to Section 18-2 of the Fluvanna County Code, that Starling Drive be, and is hereby, named, Grass Court; and

IT IS FURTHER RESOLVED AND ORDERED that the road name change will be considered based upon receipt of the signed letter from the Trustee, requesting said name and representing the Trust. Costs, not to exceed two hundred dollars, associated with approved changes will be the sole responsibility of the petitioner, and shall be received by the County prior to the official changing and use of the road name;

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 16th day of November 2022.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Chris Fairchild, Cunningham District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

Chapter 18 - ROADS AND HIGHWAYS^[1]

Footnotes:

--- (1) ---

State Law reference— Highways generally, see Code of Va., Tit. 33.2; as to local authority over highways, see Code of Va., § 33.2-700 et seq.

Sec. 18-1. - Lake Monticello roads and streets designated highways for law-enforcement purposes.

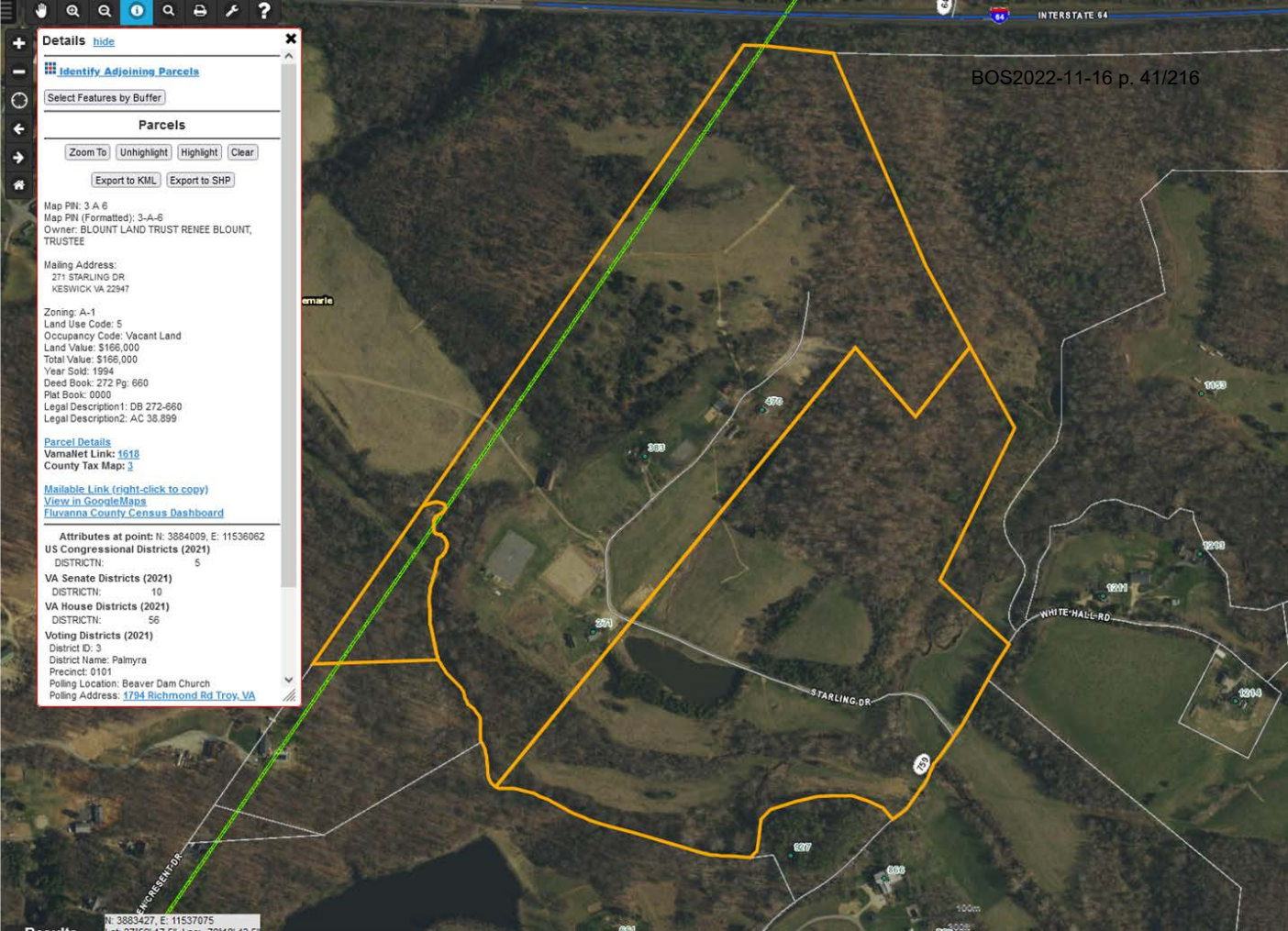
Pursuant to the authority contained in section 46.2-100 of the Code of Virginia, the entire width between the boundary lines of all private roads and private streets in the Lake Monticello subdivision (Phases 1 through 12 Addition I, inclusive) are hereby specifically designated *highways* for law-enforcement purposes only.

(Comp. 1974, ch. 20)

Sec. 18-2. - Naming of streets, roads and alleys.

- (A) The Board of Supervisors may, from time to time, by resolution, name streets, roads and alleys within the County. Such names shall take precedence over any other designation except those primary highways conforming to section 33.1-12 of the Code of Virginia, and shall be employed in references to property abutting thereon.
- (B) The name of each street shown on a subdivision plat approved pursuant to Chapter 19: Subdivisions of this Code and subsequently recorded in the office of the clerk of the circuit court shall be deemed to have been approved pursuant to this section.
- (C) The Board of Supervisors may, in its discretion, **rename any street previously known by another name**. Renaming streets, roads and alleys on site plans or subdivision plats previously recorded and filed in office of the clerk of the circuit court shall not cause vacation of such site plans or subdivision plats. The Board of Supervisors shall forward a certified copy of the action effecting such name change to the clerk of the circuit court in which the site plan or subdivision plat is recorded or filed. Upon receipt, the clerk shall (i) file the certified copy and note the name change on the site plan or subdivision plat affected, or (ii) record the certified copy.
- (D) A complete and up-to-date list of the streets, roads and alleys shall be maintained in the office of the Commissioner of Revenue. It shall be the duty of the County Administrator to ensure that an accurate list of streets, roads and alleys named by the Board of Supervisors pursuant to this section, whether by resolution or by approval of a subdivision plat, be provided to the Commissioner of Revenue promptly upon the action of the Board.

(Ord. 3-15-00; Ord. 11-18-15)



BOS2022-11-16 p. 41/216

Details [hide](#)

Identify Adjoining Parcels

Select Features by Buffer

Parcels

[Zoom To](#) [Unhighlight](#) [Highlight](#) [Clear](#)

[Export to KML](#) [Export to SHP](#)

Map PIN: 3 A 6
Map PIN (Formatted): 3-A-6
Owner: BLOUNT LAND TRUST RENEE BLOUNT, TRUSTEE

Mailing Address:
271 STARLING DR
KESWICK VA 22947

Zoning: A-1
Land Use Code: 5
Occupancy Code: Vacant Land
Land Value: \$166,000
Total Value: \$166,000
Year Sold: 1994
Deed Book: 272 Pg: 660
Plat Book: 0000
Legal Description1: DB 272-660
Legal Description2: AC 38.899

Parcel Details
[VernalNet Link: 1618](#)
[County Tax Map: 2](#)

[Mailable Link \(right-click to copy\)](#)
[View in Google Maps](#)
[Fluvanna County Census Dashboard](#)

Attributes at point: N: 3884009, E: 11536082
US Congressional Districts (2021)
DISTRICTN: 5

VA Senate Districts (2021)
DISTRICTN: 10

VA House Districts (2021)
DISTRICTN: 56

Voting Districts (2021)
District ID: 3
District Name: Palmyra
Precinct: 0101
Polling Location: Beaver Dam Church
Polling Address: [1794 Richmond Rd Troy, VA](#)

N: 3883427, E: 11537075

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Deer Hunt for Handicapped Hunters at Pleasant Grove				
MOTION(s):	I move that the Board of Supervisors authorize the sheriff to conduct a deer hunt at Pleasant Grove for the purpose of controlling deer numbers, such hunt to be managed by Wheelin Sportsmen, a non-profit organization providing outdoor recreation opportunities for handicapped hunters.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Frederick W. Payne, Sheriff Eric Hess, Aaron Spitzer, Director of Parks and Rec				
PRESENTER(S):	Frederick W. Payne, Esquire County Attorney for Fluvanna County				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>The sheriff's office continues to believe that it is necessary to reduce the numbers of deer on Pleasant Grove and that the best means of such control is through a managed hunt under the auspices of Wheelin Sportsmen, a group affiliated with the National Wild Turkey Federation. The proposal is to permit a small (7-10) group of hunters to take deer during the current hunting season. The hunt will be confined to carefully selected areas of Pleasant Grove on Thursday, December 29, 2022. Like the events held in recent years past, it is proposed that the hunt be scheduled for the afternoon only (beginning around 2 p.m.). This reflects the success rate of the afternoon period of past years and is intended to minimize the closing of the Park as well as the time devoted by volunteers and maximizing the safety at the high school. Security will be provided by the sheriff's office, and portions of the property west of the dog park will be closed to public access during that day only. Primary access for hunters will be at the sheriff's office and the main entrance to the Pleasant Grove house. All hunters will be wheel-chair bound or otherwise handicapped, will be duly licensed and will be escorted by qualified volunteers from the community. Wheelin Sportsmen organizes similar hunts at numerous locations in Virginia, including state parks and other similar properties as well as selected private properties and has done so for many years. It is a qualified charitable organization which maintains a \$2 million liability insurance policy. The County enjoys sovereign immunity.</p> <p>Similar shoots were held in January of 2013-2021 with safety and success. It is expected that, if approved, this hunt will be similar, with minor changes based on previous years' experience.</p>				

FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	Similar activities were approved and were carried out in January of 2013 through 2021.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB D

MEETING DATE:	November 16, 2022			
AGENDA TITLE:	Board, Commission, and Committee Appointments			
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):			
Board/Commission/Committee		Appointees	Begins Term	Ends Term
Planning Commission – Rivanna		Andre-A’Bryanna Key David Wells Eddie Shifflett Ragvendra Singh	11/16/2022	6/30/2026

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Planning Commission – Rivanna	Andre-A’Bryanna Key	Appt	Rivanna	Term beginning immediately and ending June 30, 2026.
Planning Commission – Rivanna	David Wells	Appt	Rivanna	Term beginning immediately and ending June 30, 2026.
Planning Commission – Rivanna	Eddie Shifflett	Appt	Rivanna	Term beginning immediately and ending June 30, 2026.
Planning Commission – Rivanna	Raghvendra Singh	Appt	Rivanna	Term beginning immediately and ending June 30, 2026. Also Serving on Parks and Recreation Advisory Board.
DISCUSSION:	<ul style="list-style-type: none"> - Planning Commission – Rivanna – Unexpired Term (previously held by Gequetta Murray-Key) began July 1, 2022 and ends June 30, 2026. 			
ENCLOSURES:	Candidate Applications			



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: Andre-A'Bryanna Key	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience. You may also provide a resume/CV.): See Attached	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Sigma Gamma Rho Sorority Inc. (Virginia Commonwealth University) March 2019 - May 2020: Treasurer Packed for Success (Founder/Vice President) 2009-present Black Awakening Choir (Virginia Commonwealth University) August 2017-May 2020: Treasurer NAACP (Virginia Commonwealth University) August 2017 - May 2018: Treasurer	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Sigma Gamma Rho Sorority Inc. (March 2019-present) Packed For Success (Founder) 2009 - present: Collecting backpacks, school supplies, sports equipment, etc. for less fortunate families and children in need. Black Awakening Choir (August 2016 - May 2020) NAACP (Virginia Commonwealth University) August 2017 - May 2020 Radio One and City of Richmond Holiday Toy Drive Santa Matters (December 2019-present): Collecting Christmas presents for the children of inmates of the Albemarle-Charlottesville Regional Jail Carver Promise Mentor (August 2016-May 2020)	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: The reason I would like to serve Fluvanna County is because service runs through my blood. I was raised that "To whom much is given, much is required." Put simply, that means that because I have been blessed with so much, I need to give back to my community and then some. I believe that people of ALL identities need to be heard and represented regardless of their age, race, gender, social class, or abilities. Sometimes we lose sight of those who are unable to speak for themselves, and I would like the chance to be a representative for all. In this community more specifically, I feel like our younger population is not represented and we often forget that we are rapidly growing with new families coming to our area constantly. I would like to make sure that their needs are being met as well as those who have lived here for many years prior and to come.	

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)	X	Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPD)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i> Andre-A'Bryanna Key		Date 11/10/2022	
Mailing Address (including City, State, & ZIP) 17 Ashton Rd Palmyra VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 18	Phone # 434-227-9674	Alternate Phone #	Email Address yanna.key3248@gmail.com

Office Use Only

Application Received On:	11/10/22	Application Received By:
Acknowledgement Sent:	11/10/22	Caitlin Solis
Renewal Date:		Remarks:
Renewal Date:		Ms. Key tried to submit her application on-line and received an error message so application was mailed on October 16, 2022. Admin did not receive the application by mail. When Ms. Key reached out via email to confirm receipt of her application on November 10, 2022, she was asked to resubmit her application.
Renewal Date:		
Renewal Date:		

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION

Assistant Director (Charlottesville Day Camp) Summer 2021

Student Support Specialist (Monticello High School) 8/21-present : Greets, talks with, and translates information between the student, teaching staff, and parents. Attends conferences and meetings and acts as official translator to mediate discussion. Reviews student-specific assessments and reports with parents. Assists students and parents with navigating the student portal and any online classes. Encourages parents and students to participate in school-related programs and events. Provides information and interprets school policies, state regulations, SOLs. Collaborates with school teaching and support staff to ensure students have the correct information and support to achieve success.

Assistant Girls' Basketball Coach (Monticello High School) 8/21-present

B.S. in Criminal Justice/Minor in Homeland Security and Emergency Preparedness (Virginia Commonwealth University) December 2020

Youth Mentor (Key Concepts LLC) 8/20-present : Providing one-on-one, strength-based support services to youth to address daily living, social, and communication needs at youth's home and out in the community. The intent is to support, coach, and train youth in age-appropriate behaviors, interpersonal communication, problem-solving and conflict resolution, and how to relate appropriately to other children and adolescents, as well as adults, in recreational and social activities.

Leadership Studies (Virginia Commonwealth University) May 2019

Emergency Management Intern (Charlottesville-Albemarle-UVA Emergency Communications Center) 6/18-8/18: Assisted with writing the emergency and evacuation plans for Charlottesville, Albemarle county, and the University of Virginia and helped facilitate emergency exercises.

Federal Emergency Management Agency (FEMA) September 2018
Fundamentals of Emergency Management
IS-00700.a

Federal Emergency Management Agency (FEMA) June 2018
Introduction to Incident Command System ICS-100
IS-00100.b

Federal Emergency Management Agency (FEMA) June 2018
National Management System (NIMS) an Introduction
IS-00700.a

Federal Emergency Management Agency (FEMA) June 2018
Active Shooter: What Can You Do
IS-00907

Inmate Programs Intern (Albemarle-Charlottesville Regional Jail) Summer 2017 : Helped conduct classes in Moral Reconciliation Therapy (MRT), input inmate program data, organized and filed inmate records, and conducted statistics projects on the inmate population.

Andre-A'Bryanna "Bree" Key

Richmond, VA 23220
(434)-227-9674
yanna.key3248@gmail.com

SKILLS

Proficiency in data entry and Microsoft Excel, PowerPoint, and Word, ability to maintain confidentiality, adaptable, goal-oriented, analytical thinker, and a quick learner.

EXPERIENCE

Student Support Specialist / Monticello High School

August 2021 - present
Charlottesville, VA

Greets, talks with, and translates information between the student, teaching staff, and parents. Attends conferences and meetings and acts as official translator to mediate discussion. Reviews student-specific assessments and reports with parents. Assists students and parents with navigating the student portal and any online classes. Encourages parents and students to participate in school-related programs and events. Provides information and interprets school policies, state regulations, SOLs. Collaborates with school teaching and support staff to ensure students have the correct information and support to achieve success.

Assistant Girls' Basketball Coach / Monticello High School

November 2021 - present
Charlottesville, VA

Youth Mentor / Key Concepts LLC

August 2020 - present
Charlottesville, VA

Providing one-on-one, strength-based support services to youth to address daily living, social, and communication needs at youth's home and out in the community. The intent is to support, coach, and train youth in age-appropriate behaviors, interpersonal communication, problem-solving and conflict resolution, and how to relate appropriately to other children and adolescents, as well as adults, in recreational and social activities.

YMCA of Greater Richmond / Camp Counselor

Summer 2019
Richmond, VA

Organized and led a variety of small and large group activities. Responded to camper behavior issues. Communicated with parents about campers' experiences. Assisted in maintaining important program records and documents. Enforced emergency procedures and safety guidelines.

Charlottesville-Albemarle-UVA Emergency Communications Center /
Emergency Management Intern

June 2018 - August 2018

Richmond, VA

Assisted with writing the emergency and evacuation plans for Charlottesville, Albemarle county, and the University of Virginia and helped facilitate emergency exercises.

Virginia Commonwealth University / Desk Assistant

August 2017 - January 2020

Richmond, VA

Provided front desk security for the residence hall, checked in residents and guests, took phone calls and messages for the appropriate personnel, assisted the Department of Residential Life and Housing, and enforced Residential Life and Housing policies and procedures.

Division Administration Annex / Summer Assistant

May 2017 - July 2017

Charlottesville, VA

Supported division coordinators in revising curriculum documents, fulfilled grant requirements, prepared materials, input course revisions in Canvas, assisted with materials for new teacher orientation. Unpacked materials, conducted inventories of materials, purged files, shredded documents, laminated curricular materials and transferred documents into electronic formats.

Albemarle-Charlottesville Regional Jail/Inmate Programs Intern

May 2017 - present

Charlottesville, VA

Helped conduct classes in Moral Reconciliation Therapy (MRT), input inmate program data, organized and filed inmate records, and conducted statistics projects on the inmate population.

EDUCATION

Virginia Commonwealth University / BA in Homeland Security / BS in Criminal Justice

August 2016 - Present

December 2020

Richmond, VA

CERTIFICATIONS

Cornerstone

Youth Mental Health First Aid
April 2021

American Red Cross

Adult, Child and Baby First Aid/CPR/AED
August 2020

Federal Emergency Management Agency (FEMA)

Fundamentals of Emergency Management
IS-00700.a
September 2018

Federal Emergency Management Agency (FEMA)

Introduction to Incident Command System ICS-100
IS-00100.b
June 2018

Federal Emergency Management Agency (FEMA)

National Management System (NIMS) an Introduction
IS-00700.a
June 2018

Federal Emergency Management Agency (FEMA)

Active Shooter: What Can You Do
IS-00907
June 2018

Virginia Commonwealth University

Leadership Studies
May 2019

Microsoft

Microsoft Office Specialist Powerpoint 2013
March 2016

Organizations and Volunteer Work

Sigma Gamma Rho Sorority Inc. / Tamiochus (Treasurer)

Packed For Success / Founder

Black Awakening Choir / Treasurer

Carver Promise / Mentor

NAACP / Treasurer

Radio One and City of Richmond Holiday Toy Drive / Volunteer

Santa Matters / Volunteer



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: David Wells	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience. You may also provide a resume/CV.): Over 26 years in law enforcement service with both traditional and non-traditional agencies. Retired as Chief Deputy of Fluvanna Sheriff's Office. Currently Director of Public Safety for Lake Monticello Owners Association. Served on Transportation Sub-committee for over 2 years. 16 year history of service to Fluvanna. Over the years I have developed many community contacts and feel I am a respected member of our community, willing to serve the interest of our citizens.	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Transportation sub-committee	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Assisted various community organizations over the past 16 years, raised funds for MACCA, worked with DSS and Meals on Wheels, presented to a various civic and church groups.	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I want to continue what I've done, at some level, for the past 16 years. I have developed a solid understanding of county government and citizen needs and a deep caring for the county.	

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board	X	Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
X	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board	X	Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)	X	Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i> David R Wells (from file)		Date 10/19/2022	
Mailing Address (including City, State, & ZIP) 22 Old Homestead Circle, pALMYRA, va 22963		Physical Address (if different)	
Years Lived in Fluvanna 15	Phone # (434)996-0858	Alternate Phone #	Email Address drwells72@yahoo.com
Office Use Only			
Application Received On:	2022-10-19	Application Received By:	
Acknowledgement Sent:	2022-10-20	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

David R. Wells
22 Old Homestead Circle
Palmyra, Virginia 22963
434-218-0306
jeepguy1812@gmail.com

BOS2022-11-16 p. 49/216

Career Summary:

I possess over twenty-five years of law enforcement experience with both traditional and non-traditional law enforcement agencies with 14 years in an executive leadership role. I started my law enforcement career in 1996 as an Auxiliary Police Officer and have worked to my current position as the Chief Deputy of the Fluvanna County Sheriff's Office. In my career I have served as a Patrol Officer, Investigator, SWAT Team Operator, Instructor, Senior Special Agent and held the ranks of Corporal, Lieutenant, Captain, and Major.

In my time at the Sheriff's Office, I have led the Criminal Investigations Division, served as the Operations Division Commander, and currently serve as the Chief Deputy leading the entirety of our law enforcement operations.

In my roles as Operations Commander and Chief Deputy my primary function is that of organizational leadership and agency management.

Work Experience:

Chief Deputy (Major) - Fluvanna County Sheriff's Office, Palmyra, VA 2020-current

Major Duties: Serve as second in command supervising 37 deputies and serving a county of 27,000 citizens. As Chief Deputy, my responsibility is to ensure all law enforcement operations are properly executed and to help manage a 3.3-million-dollar annual budget. The Chief Deputy oversees the two law enforcement divisions of the office, Field Operations and Judicial Operations. Main duties include critical and emergency operations command, budgeting, policy writing, staffing, supply, compliance, liaise with other county branches, and training.

Operations Commander (Captain) - Fluvanna County Sheriff's Office, Palmyra, VA 2016-2020

Major Duties: Oversee the patrol and investigations sections of the Sheriff's Office. Lead 16 patrol deputies and 4 investigators. Coordinate staffing concerns related to assigned area of operations. Policy analysis and updates. Critical incident management. FOIA, PIO. Member of executive command staff.

Investigations Division Commander (Corporal: 2007 – 2008, Lieutenant 2008 – 2016) – Fluvanna County Sheriff's Office, Palmyra, VA 2007-2016

Major duties: Supervise Criminal Investigations Division, oversee all major investigations, serve as member of command staff, oversee School Resource Officer, conduct internal investigations, conduct applicant interviews and pre-employment

backgrounds, evidence room management, policy analysis, Public Information Officer, BOS2022-11-16 p. 50/216
fleet operations, prepare and execute search warrants, present all agency cases to Grand
Jury, Critical Incident Commander, prepare FOIA responses, general law enforcement
operations, General and Defensive Tactics Instructor.

General Criminal Investigator – Fluvanna County Sheriff's Office, Palmyra, VA, 05/2006 – 05/2007

Major duties: Conduct criminal investigations, enforce the laws of the Commonwealth, testify in court, prepare and execute arrest and search warrant, general law enforcement operations, instructor.

Senior Special Agent – Virginia Department of Alcoholic Beverage Control, Bureau of Law Enforcement, Richmond, VA (Staunton, VA area office), 02/2005 – 05/2006

Major duties: Assigned to the Bureau's Compliance Unit to regulate/oversee alcoholic beverage manufacturers and wholesalers in assigned areas to ensure compliance with state code and regulations.

Special Agent – Virginia Department of Alcoholic Beverage Control, Bureau of Law Enforcement, Richmond, VA, 05/2001 – 02/2005

Major duties: Enforce the laws of the Commonwealth with a focus and alcoholic beverage laws and regulations, testify in court, prepare and execute arrest and search warrant, general law enforcement operations, served on narcotics task force, instructor.

General Criminal Investigator – Waynesboro Police Department, Waynesboro, VA, 04/2000
- 05/2001

Major duties: Conduct criminal investigations, enforce the laws of the Commonwealth, testify in court, prepare and execute arrest and search warrant, SWAT Team Operator, general law enforcement operations.

Patrol Officer – Waynesboro Police Department, Waynesboro, VA, 04/1998 – 04/2000

Major duties: Enforce the laws of the Commonwealth, testify in court, prepare and execute arrest warrants, SWAT Team Operator, general law enforcement operations.

Police Officer – Division of Capitol Police, Richmond, VA, 06/1997 – 04/1998 Major duties:

Provide for the safety and security of the Virginia State Capitol Complex community.

Auxiliary Police Officer – Colonial Heights Police Department, Colonial Heights, VA 11/1995
- 06/1997

Major duties: Assist patrol officers in general law enforcement in an armed sworn volunteer capacity.

Education:

James Madison University, Harrisonburg, VA, 2004 – 2005, Undergraduate Studies

Richard Bland College, Petersburg, VA, 1990 – 1992, Associate of Science

Colonial Heights High School, Colonial Heights, VA 1986 – 1990, Advanced Studies Diploma

Job Related Training & Certifications:

Virginia Commonwealth University's Basic Police Academy, DCJS Law Enforcement Officer certification, DCJS General Instructor DCJS Defensive Tactics Instructor, ASP Baton Instructor, O.C. Instructor, FEMA 100 & 700, Critical Incident Response for Law Enforcement Managers, Alcoholic Beverage Control Special Agent training, gang trainings, anti-terrorism trainings, background investigations, Internal Affairs Basic Training, interview and interrogation trainings, search warrant process/search and seizure trainings, supervisor trainings, Incident Response to Terrorist Bombings, firearms trainings, executive leadership, lawful employment, ethics, and many other law enforcement and leadership related courses (complete list available upon request). FBI National Academy class 261 in 2015, Boat US Foundation Virginia approved boating safety course.

Programs & Presentations:

Multiple presentations on scam awareness, Multi-Disciplinary Team for child abuse investigations, Lethality Assessment Protocol to reduce domestic violence and provide services, established agencies involvement in Internet Crimes Against Children investigations, multiple presentation to the Board of Supervisors, COVID-19 response protocols and implementation, church security presentation, developed recent compensation program, testified twice to the General Assembly House Subcommittee on Courts of Justice (Rabies law & Police reform), helped draft and implement two new county ordinances, and have lead multiple responses to critical weather incidents.

References:

Eric Hess - Sheriff of Fluvanna County, 434-981-8687

Eric Dahl - Fluvanna County Administrator, 434-995-8063

Michael Grandstaff - Fluvanna Emergency Communications Director/Chief of Scottsville Fire Department, 434-806-5299

Richie Constantino - Chief of Lake Monticello Fire Department, 434-531-7323

Sean Peterson - Captain of Field Operations for the Fluvanna County Sheriff's Office/U.S. Army Reserve 1st SGT HAC108TC, 706-505-5858

Aaron Hurd - Lieutenant of Investigations for the Fluvanna County Sheriff's Office, 434-953-8138

Professional Memberships & Groups:

Virginia Sheriff's Association

International Association of Chiefs of Police

FBI National Academy Alumni Association

Small & Rural Law Enforcement Executives Association

Jefferson Area Community Criminal Justice Board

Fluvanna County Planning Commission, Transportation Sub-Committee



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

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Name: Eddie Shifflett	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience. You may also provide a resume/CV.):	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Board of Directors at Lake Monticello Rescue Squad Chief of Lake Monticello Rescue Squad	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Chief of Lake Monticello Rescue Squad	

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)	X	Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

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In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Eddie Shifflett		10-14-2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
5 Brougham Road Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
3	434-806-2402		emshiffl@gmail.com
Office Use Only			
Application Received On:	10-14-2022	Application Received By: Leontyne Peck	
Acknowledgement Sent:	10-17-2022		
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

EDDIE M SHIFFLETT
5 Brougham Road
Charlottesville Va, 22902
434-806-1417

Work Experience:

Sentara Healthcare/Medical Transport
2009-2019
Position Title: Field Supervisor
Gordonsville Police
Position Title: Captain
2001-2011
Intertrans Carrier
Position Title: Safety Coordinator
2006-2009

Certifications:

EMT-Intermediate
DCJS Police Officer
DCJS Instructor
Firefighter II
VAVRS EVOC Instructor
ICS

Volunteer Experience:

Charlottesville Vol. Fire Department
1998-2001
2011-2013
Lake Monticello Vol. Rescue
2012-Present
Position: Captain 2016-2019
Chief 2019- Present

References:

Chief Richie Constantino
Email: chiefefdny@aol.com
Jeff Spinello
Email: kd6wva@aol.com



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Raghvendra Singh		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 5 Barkley Ln Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 25	Cell Phone – preferred? 4342496748	Home Phone – preferred? 4345896256	Email raghsingh@hotmail.com
<p>EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): From 6/1989 through 4/2019 I have worked in US Department of Agriculture (Farmers Home Administration/ Farm Service Agency. I have worked from county office through national office, as assistant county supervisor, county supervisor, Farm Loan Manager and National Manager. I have implemented farm loan programs to many counties in New Jersey and Virginia including Fluvanna County. In national office I have implemented GIS program, Freedom to eFile act, and Government paper elimination act. Since 2001 through 2019, I was national manager for eAuthentication and eFile.</p> <p>Education: BS Honors Agriculture 1977 Kanpur University, UP India MBA 1986 University of New Haven, CT USA I have completed many government sponsored courses related to management, Agriculture Development, Conservation and GIS.</p>			
<p>CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: In US Department of Agriculture, I was member of many Committees including EEO, Strategic Planning, E-Government Etc.</p>			
<p>CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I advise agriculture colleges in education matters in India. I manage Kulbaskar Astram Degree College, Krish Sansar, Agriculture Graduate web sites to disseminate ag information to public.</p>			
<p>REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have invested most of my life to serve public; I want to continue public service to my home county.</p>			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Raghvendra Singh		Date March 30, 2021	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
<input checked="" type="checkbox"/>	Agricultural/Forestral District Advisory Committee
<input type="checkbox"/>	Audit Committee
<input type="checkbox"/>	Board of Equalization (BOE)
<input type="checkbox"/>	Board of Zoning Appeals (BZA)
<input type="checkbox"/>	Building Code of Appeals Board
<input type="checkbox"/>	Central Virginia Regional Jail (CVRJ) Authority
<input type="checkbox"/>	Columbia Task Force (CARE)
<input checked="" type="checkbox"/>	Community Policy & Management Team (CPMT)
<input checked="" type="checkbox"/>	Economic Development Authority (EDA)
<input checked="" type="checkbox"/>	Economic Develop. & Tourism Advisory Council (EDTAC)
<input type="checkbox"/>	Family Assessment and Planning Team (FAPT)
<input checked="" type="checkbox"/>	Finance Board
<input type="checkbox"/>	Fluvanna Partnership for Aging Committee
<input type="checkbox"/>	Fork Union Sanitary District (FUSD) Advisory Committee
<input type="checkbox"/>	James River Water Authority (JRWA)
<input type="checkbox"/>	JAUNT Board

X	Board, Commission, Committee (cont.)
<input type="checkbox"/>	Jefferson Area Board of Aging (JABA) Advisory Council
<input type="checkbox"/>	Jefferson Area Board of Aging (JABA) Board of Directors
<input type="checkbox"/>	Library Board of Trustees
<input checked="" type="checkbox"/>	Monticello Area Community Action Agency (MACAA)
<input type="checkbox"/>	Palmyra Area Revitalization Committee (PARC)
<input checked="" type="checkbox"/>	Parks & Recreation Advisory Board
<input type="checkbox"/>	Piedmont Virginia Community College (PVCC) Board
<input checked="" type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Region Ten Community Services Board
<input type="checkbox"/>	Rivanna River Basin Commission
<input type="checkbox"/>	Social Services Board
<input checked="" type="checkbox"/>	Thomas Jefferson Planning District Commission (TJPDC)
<input type="checkbox"/>	Thomas Jefferson Water Resources Protection Foundation
<input checked="" type="checkbox"/>	Youth Advisory Council (YAC)
<input checked="" type="checkbox"/>	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
BOS GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Quarterly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

VDOT Call Center – 1-800-367-ROAD**FLUVANNA COUNTY**

October 2022

MAINTENANCE**The Palmyra and Zions Crossroads Area Headquarters for the month of October 2022.**

- Asphalt patching on Rt613, Rt631,Rt650,Rt680
- AWH pickup Rt799
- Hazard tree removal Rt600
- Continue mowing/pruning of various secondary routes
- Debris removal on various routes;storm related

LAND DEVELOPMENT & PERMITS**Mark Wood, P.E.****Plans with outstanding comments or under review (Activity within last 90 days)**

- Dominion Carys Creek Road, Review Underway

Plans found acceptable

- Harvest Acres Subdivision

Other

-

LUP Permits Issued and Completed:

- VDOT issued 3 permits in September 2022.
- VDOT closed 2 permits in September 2022.

CONSTRUCTION

Bridge Projects:

- **On-Call Bridge Maintenance Contract BRDG-967-457,N501 (UPC 115014) –**
Scope: Bridge Maintenance (Various locations)
Estimated Contract Completion Date: October 23, 2022 (Term 3)
 (Currently Inactive in the area)
- **BRDG-967-540, B607-B610 (UPC 120367) –** Project completed on October 13,2022
NTP: April 22, 2022
Scope: Steel spot painting
Estimated Contract Completion Date: Nov 15, 2022.

Road Projects:

- **ADA Compliance 9999-967-317, N01 (UPC 119781)** various locations. Contract executed 02-07-2022
NTP: Specific to task orders
Scope: On call ADA compliance
Estimated Contract Completion Date: January 01, 2023 (T1)
 (Currently Inactive in the area)
- **On-Call District Signal Contract 9999-967-527, C501 (119130)–** Various Locations
Scope: Specific to each Task order
Estimated Contract Completion Date: December 22, 2023 (T1)
 (Currently Inactive in the Area)

Schedules:

- **ST7A-967-F22, P401 (UPC 119529)** Project completed on October 12,2022.
NTP: March 15, 2022
Scope: Plant Mix
Estimated Contract Completion Date: October 15, 2022
- **PM7T-967-F22, P401 (UPC 118882)** Paving complete, and pavement markings work in progress
NTP: March 30, 2022
Scope: Plant Mix
Estimated Contract Completion Date: November 15, 2022

TRAFFIC STUDIES/ SPECIAL REQUESTS

- Curve warning signs requested on Rt 53; approaching intersection of Rt 660
Request received on 8/31/2022
Status: Completed 10/26/2022
- Signage installation requested on Route 604; Curve warning signs and chevrons between Route 601 and 610.
Request received on 4/25/2022 & updated on 6/25/2022
Status: Completed 10/03/2022
- Marking requested on Route 659; passing zone.
Status: In Progress; passing zone removed, full installation pending completion by Contractor
- Safety Study Request on Rt 600; S.Boston Road near Lake Monticello; intersection of Rt600 & Riverside Ridge Drive.
Request received on 9/27/2022
Status: In Progress.

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

TAB F

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Cigarette Tax Update				
MOTION(s):	N/A				
BOS GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<p>Authority for Counties to Assess a Cigarette Tax and the Creation of a Regional Cigarette Tax Board to Collect and Disburse Taxes Collected</p> <ul style="list-style-type: none"> • The Virginia General Assembly enacted legislation in 2020 that authorizes all counties to impose cigarette taxes at a rate of up to 40 cents per pack, beginning July 1, 2021. • In April 2021, the Thomas Jefferson Planning District Commission reached out to its member localities to determine interest in forming/participating in a regional cigarette tax board, if they were considering implementing a cigarette tax. • May 5, 2021 – Fluvanna County Board of Supervisors adopted a Resolution In Participating In Regional Cigarette Tax Administration • Spring 2021 - TJPDC Cigarette Tax Workgroup reviews strategies for establishing a regional cigarette tax administration board; provides scenarios for start-up and on-going costs for regional body • November 17, 2021 – Fluvanna County Board of Supervisors adopted an amendment to Chapter 20, Taxation, of the Code of the County Of Fluvanna, Virginia By Adding Article 10, Cigarette Tax, allowing for the County to tax cigarettes at \$0.40 per pack. • January 1, 2022 – Blue Ridge Cigarette Tax Board became operational • The Regional Cigarette Tax Board is composed of one representative from each member jurisdiction at the Boards creation, and one representative from those jurisdictions later added with the consent of the Tax Board. Chief Administrative Officer for the jurisdiction shall be the Board representative for the jurisdiction. • The Administrator (TJPDC) oversees day-to-day operations of the Board 				

	<ul style="list-style-type: none"> ○ Additional staff and TJPDC staff may also provide administrative support • Regional Board will disburse tax revenue to member jurisdictions on a monthly basis 				
FISCAL IMPACT:	For FY22, Cigarette Tax revenue was not budgeted, since the tax was not implemented until 9 months after the FY22 budget was approved. The original estimate of revenue for January through June 2022 was \$103,217, which was based upon an estimated number of anticipated packs sold. The actual FY22 revenue for that period came in at \$81,885.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB G

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Cost of Community Services				
MOTION(s):	N/A				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<p>The Board of Supervisors discussed wanting to know what the cost for additional community services are, attributed from residential growth. Through staff research, the most common method to calculate this this comes from a Cost of Community Services (COCS) study. There have been many studies for this across the U.S. and in Virginia, this is meant to provide a summary overview of generally what these studies show. Individual results for Fluvanna would require an independent outside study or a very deep dive from County staff.</p> <p>The COCS model was created by the American Farmland Trust in the mid-1980s. The primary goal is to measure fiscal impact, which attempts to estimate the net fiscal effects (revenues generated minus service expenditures created) of different types of new development on a community.</p> <p>COCS studies require methodically assigning revenue and expenditures to land uses that the locality utilizes. The end result of the model is a ratio of total expenditures required by land use to total revenues generated by land use.</p> <ul style="list-style-type: none"> • If the ratio is greater than 1, then the land use produces less revenue than it needs in expenditures, creating a shortfall. <ul style="list-style-type: none"> ○ Example: Residential 1.00 : 1.25 • If the ratio is less than 1, then the land use needs less in services, producing a surplus. <ul style="list-style-type: none"> ○ Example: Business 1.00 : 0.35 <p>After reviewing numerous results across the U.S. for COCS studies, the overarching theme is commercial/industrial and agriculture/open spaces ratios are much less than</p>				

	<p>one, and residential ratios are higher than one. Information from the American Farmland Trust from September 2016 provides the following median COCS results:</p> <ul style="list-style-type: none"> • Business - \$0.30 • Agriculture - \$0.37 • Residential - \$1.16 <p>COCS studies can breakdown the results to more finite land use classes, but the above are the most common. Looking more specific at results from Virginia counties that conducted these studies over the past 25 years, the average results were:</p> <ul style="list-style-type: none"> • Business - \$0.33 • Agriculture - \$0.38 • Residential - \$1.18 <p>Some limitations on what COCS studies cannot do:</p> <ul style="list-style-type: none"> • Forecast future revenues or expenditures • Analyze specific development proposals • Measure non-economic costs or benefits derived from services (ex. economic impact, social costs, aesthetics, traffic, environment, etc.) • Distinguish between different development types in a single land use category (ex. old vs. new neighborhood or single vs. multi-family housing) <p>The above should provide a general overview of the kind of results these studies provide, but something more in comprehensive would be needed for specific results for Fluvanna.</p>				
FISCAL IMPACT:	None, unless a further study is required.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	American Farmland Trust - Farmland Information Center - Cost of Community Services Studies September 2016				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

COST OF COMMUNITY SERVICES STUDIES

Cost of Community Services (COCS) studies are a case study approach used to determine the fiscal contribution of existing local land uses. A subset of the much larger field of fiscal analysis, COCS studies have emerged as an inexpensive and reliable tool to measure direct fiscal relationships. Their particular niche is to evaluate working and open lands on equal ground with residential, commercial and industrial land uses.

COCS studies are a snapshot in time of costs versus revenues for each type of land use. They do not predict future costs or revenues or the impact of future growth. They do provide a baseline of current information to help local officials and citizens make informed land use and policy decisions.

Methodology

In a COCS study, researchers organize financial records to assign the cost of municipal services to working and open lands, as well as to residential, commercial and industrial development. Researchers meet with local sponsors to define the scope of the project and identify land use categories to study. For example, working lands may include farm, forest and/or ranch lands. Residential development includes all housing, including rentals, but if there is a migrant agricultural work force, temporary housing for these workers would be considered part of agricultural land use. Often in rural communities, commercial and industrial land uses are combined. COCS studies findings are displayed as a set of ratios that compare annual revenues to annual expenditures for a community's unique mix of land uses.

COCS studies involve three basic steps:

1. Collect data on local revenues and expenditures.
2. Group revenues and expenditures and allocate them to the community's major land use categories.
3. Analyze the data and calculate revenue-to-expenditure ratios for each land use category.

The process is straightforward, but ensuring reliable figures requires local oversight. The most complicated task is interpreting existing records to reflect COCS land use categories. Allocating revenues and expenses requires a significant amount of research, including extensive interviews with financial officers and public administrators.

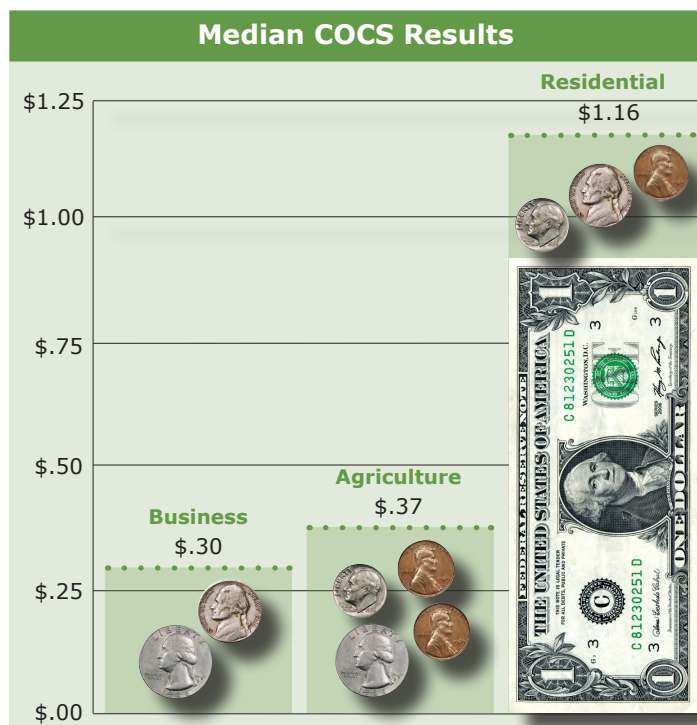
History

Communities often evaluate the impact of growth on local budgets by conducting or commissioning fiscal impact analyses. Fiscal impact studies project public costs and revenues from different land development patterns. They generally show that residential development is a net fiscal loss for communities and recommend commercial and industrial development as a strategy to balance local budgets.

Rural towns and counties that would benefit from fiscal impact analysis may not have the expertise or resources to conduct a study. Also, fiscal impact analyses rarely consider the contribution of working and other open lands, which is very important to rural economies.

American Farmland Trust (AFT) developed COCS studies in the mid-1980s to provide communities with a straightforward and inexpensive way to measure the contribution of agricultural lands to the local tax base. Since then, COCS studies have been conducted in at least 151 communities in the United States.

CONTINUED ON PAGE 6



Median cost to provide public services
for each dollar of revenue raised.

SUMMARY OF COST OF COMMUNITY SERVICES STUDIES

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Community	Residential including farm houses	Commercial & Industrial	Working & Open Land	Source
Colorado				
Custer County	1 : 1.16	1 : 0.71	1 : 0.54	Haggerty, 2000
Sagauche County	1 : 1.17	1 : 0.53	1 : 0.35	Dirt, Inc., 2001
Connecticut				
Bolton	1 : 1.05	1 : 0.23	1 : 0.50	Geisler, 1998
Brooklyn	1 : 1.09	1 : 0.17	1 : 0.30	Green Valley Institute, 2002
Colchester	1 : 1.14	1 : 0.18	1 : 0.18	Stahl, 2013
Coventry	1 : 1.06	1 : 0.25	1 : 0.25	Green Valley Institute, 2008
Durham	1 : 1.07	1 : 0.27	1 : 0.23	Southern New England Forest Consortium, 1995
Farmington	1 : 1.33	1 : 0.32	1 : 0.31	Southern New England Forest Consortium, 1995
Hebron	1 : 1.06	1 : 0.47	1 : 0.43	American Farmland Trust, 1986
Lebanon	1 : 1.12	1 : 0.16	1 : 0.17	Green Valley Institute, 2007
Litchfield	1 : 1.11	1 : 0.34	1 : 0.34	Southern New England Forest Consortium, 1995
Pomfret	1 : 1.06	1 : 0.27	1 : 0.86	Southern New England Forest Consortium, 1995
Windham	1 : 1.15	1 : 0.24	1 : 0.19	Green Valley Institute, 2002
Florida				
Leon County	1 : 1.39	1 : 0.36	1 : 0.42	Dorfman, 2004
Georgia				
Appling County	1 : 2.27	1 : 0.17	1 : 0.35	Dorfman, 2004
Athens-Clarke County	1 : 1.39	1 : 0.41	1 : 2.04	Dorfman, 2004
Brooks County	1 : 1.56	1 : 0.42	1 : 0.39	Dorfman, 2004
Carroll County	1 : 1.29	1 : 0.37	1 : 0.55	Dorfman and Black, 2002
Cherokee County	1 : 1.59	1 : 0.12	1 : 0.20	Dorfman, 2004
Colquitt County	1 : 1.28	1 : 0.45	1 : 0.80	Dorfman, 2004
Columbia County	1 : 1.16	1 : 0.48	1 : 0.52	Dorfman, 2006
Dooley County	1 : 2.04	1 : 0.50	1 : 0.27	Dorfman, 2004
Grady County	1 : 1.72	1 : 0.10	1 : 0.38	Dorfman, 2003
Hall County	1 : 1.25	1 : 0.66	1 : 0.22	Dorfman, 2004
Jackson County	1 : 1.28	1 : 0.58	1 : 0.15	Dorfman, 2008
Jones County	1 : 1.23	1 : 0.65	1 : 0.35	Dorfman, 2004
Miller County	1 : 1.54	1 : 0.52	1 : 0.53	Dorfman, 2004
Mitchell County	1 : 1.39	1 : 0.46	1 : 0.60	Dorfman, 2004
Morgan County	1 : 1.42	1 : 0.25	1 : 0.38	Dorfman, 2008
Thomas County	1 : 1.64	1 : 0.38	1 : 0.67	Dorfman, 2003
Union County	1 : 1.13	1 : 0.43	1 : 0.72	Dorfman and Lavigno, 2006
Indiana				
See chart on page 6 for details.				
Idaho				
Booneville County	1 : 1.06	1 : 0.84	1 : 0.23	Hartsmans and Meyer, 1997
Canyon County	1 : 1.08	1 : 0.79	1 : 0.54	Hartsmans and Meyer, 1997
Cassia County	1 : 1.19	1 : 0.87	1 : 0.41	Hartsmans and Meyer, 1997
Kootenai County	1 : 1.09	1 : 0.86	1 : 0.28	Hartsmans and Meyer, 1997
Kentucky				
Campbell County	1 : 1.21	1 : 0.30	1 : 0.38	American Farmland Trust, 2005
Kenton County	1 : 1.19	1 : 0.19	1 : 0.51	American Farmland Trust, 2005
Lexington-Fayette County	1 : 1.64	1 : 0.22	1 : 0.93	American Farmland Trust, 1999
Oldham County	1 : 1.05	1 : 0.29	1 : 0.44	American Farmland Trust, 2003
Shelby County	1 : 1.21	1 : 0.24	1 : 0.41	American Farmland Trust, 2005

REVENUE-TO-EXPENDITURE RATIOS IN DOLLARS

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Community	Residential including farm houses	Commercial & Industrial	Working & Open Land	Source
Maine				
Bethel	1 : 1.29	1 : 0.59	1 : 0.06	Good, 1994
Maryland				
Carroll County	1 : 1.15	1 : 0.48	1 : 0.45	Carroll County Dept. of Management & Budget, 1994
Cecil County	1 : 1.17	1 : 0.34	1 : 0.66	American Farmland Trust, 2001
Cecil County	1 : 1.12	1 : 0.28	1 : 0.37	Cecil County Office of Economic Development
Frederick County	1 : 1.14	1 : 0.50	1 : 0.53	American Farmland Trust, 1997
Harford County	1 : 1.11	1 : 0.40	1 : 0.91	American Farmland Trust, 2003
Kent County	1 : 1.05	1 : 0.64	1 : 0.42	American Farmland Trust, 2002
Wicomico County	1 : 1.21	1 : 0.33	1 : 0.96	American Farmland Trust, 2001
Massachusetts				
Agawam	1 : 1.05	1 : 0.44	1 : 0.31	American Farmland Trust, 1992
Becket	1 : 1.02	1 : 0.83	1 : 0.72	Southern New England Forest Consortium, 1995
Dartmouth	1 : 1.14	1 : 0.51	1 : 0.26	American Farmland Trust, 2009
Deerfield	1 : 1.16	1 : 0.38	1 : 0.29	American Farmland Trust, 1992
Deerfield	1 : 1.14	1 : 0.51	1 : 0.33	American Farmland Trust, 2009
Franklin	1 : 1.02	1 : 0.58	1 : 0.40	Southern New England Forest Consortium, 1995
Gill	1 : 1.15	1 : 0.43	1 : 0.38	American Farmland Trust, 1992
Leverett	1 : 1.15	1 : 0.29	1 : 0.25	Southern New England Forest Consortium, 1995
Middleboro	1 : 1.08	1 : 0.47	1 : 0.70	American Farmland Trust, 2001
Southborough	1 : 1.03	1 : 0.26	1 : 0.45	Adams and Hines, 1997
Sterling	1 : 1.09	1 : 0.26	1 : 0.34	American Farmland Trust, 2009
Westford	1 : 1.15	1 : 0.53	1 : 0.39	Southern New England Forest Consortium, 1995
Williamstown	1 : 1.11	1 : 0.34	1 : 0.40	Hazler et al., 1992
Michigan				
Marshall Township, Calhoun County	1 : 1.47	1 : 0.20	1 : 0.27	American Farmland Trust, 2001
Newton Township, Calhoun County	1 : 1.20	1 : 0.25	1 : 0.24	American Farmland Trust, 2001
Scio Township, Washtenaw County	1 : 1.40	1 : 0.28	1 : 0.62	University of Michigan, 1994
Minnesota				
Farmington	1 : 1.02	1 : 0.79	1 : 0.77	American Farmland Trust, 1994
Independence	1 : 1.03	1 : 0.19	1 : 0.47	American Farmland Trust, 1994
Lake Elmo	1 : 1.07	1 : 0.20	1 : 0.27	American Farmland Trust, 1994
Montana				
Carbon County	1 : 1.60	1 : 0.21	1 : 0.34	Prinzing, 1997
Flathead County	1 : 1.23	1 : 0.26	1 : 0.34	Citizens for a Better Flathead, 1999
Gallatin County	1 : 1.45	1 : 0.16	1 : 0.25	Haggerty, 1996
New Hampshire				
Brentwood	1 : 1.17	1 : 0.24	1 : 0.83	Brentwood Open Space Task Force, 2002
Deerfield	1 : 1.15	1 : 0.22	1 : 0.35	Auger, 1994
Dover	1 : 1.15	1 : 0.63	1 : 0.94	Kingsley, et al., 1993
Exeter	1 : 1.07	1 : 0.40	1 : 0.82	Niebling, 1997
Fremont	1 : 1.04	1 : 0.94	1 : 0.36	Auger, 1994
Groton	1 : 1.01	1 : 0.12	1 : 0.88	New Hampshire Wildlife Federation, 2001
Hookset	1 : 1.16	1 : 0.43	1 : 0.55	Innovative Natural Resource Solutions, 2008
Lyme	1 : 1.05	1 : 0.28	1 : 0.23	Pickard, 2000
Milton	1 : 1.30	1 : 0.35	1 : 0.72	Innovative Natural Resource Solutions, 2005
Mont Vernon	1 : 1.03	1 : 0.04	1 : 0.08	Innovative Natural Resource Solutions, 2002
Stratham	1 : 1.15	1 : 0.19	1 : 0.40	Auger, 1994

SUMMARY OF COST OF COMMUNITY SERVICES STUDIES

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Community	Residential including farm houses	Commercial & Industrial	Working & Open Land	Source
New Jersey				
Freehold Township	1 : 1.51	1 : 0.17	1 : 0.33	American Farmland Trust, 1998
Holmdel Township	1 : 1.38	1 : 0.21	1 : 0.66	American Farmland Trust, 1998
Middletown Township	1 : 1.14	1 : 0.34	1 : 0.36	American Farmland Trust, 1998
Upper Freehold Township	1 : 1.18	1 : 0.20	1 : 0.35	American Farmland Trust, 1998
Wall Township	1 : 1.28	1 : 0.30	1 : 0.54	American Farmland Trust, 1998
New York				
Amenia	1 : 1.23	1 : 0.25	1 : 0.17	Bucknall, 1989
Beekman	1 : 1.12	1 : 0.18	1 : 0.48	American Farmland Trust, 1989
Dix	1 : 1.51	1 : 0.27	1 : 0.31	Schuyler County League of Women Voters, 1993
Farmington	1 : 1.22	1 : 0.27	1 : 0.72	Kinsman et al., 1991
Fishkill	1 : 1.23	1 : 0.31	1 : 0.74	Bucknall, 1989
Hector	1 : 1.30	1 : 0.15	1 : 0.28	Schuyler County League of Women Voters, 1993
Kinderhook	1 : 1.05	1 : 0.21	1 : 0.17	Concerned Citizens of Kinderhook, 1996
Montour	1 : 1.50	1 : 0.28	1 : 0.29	Schuyler County League of Women Voters, 1992
North East	1 : 1.36	1 : 0.29	1 : 0.21	American Farmland Trust, 1989
Reading	1 : 1.88	1 : 0.26	1 : 0.32	Schuyler County League of Women Voters, 1992
Red Hook	1 : 1.11	1 : 0.20	1 : 0.22	Bucknall, 1989
Rochester	1 : 1.27	1 : 0.18	1 : 0.18	Bonner and Gray, 2005
North Carolina				
Alamance County	1 : 1.46	1 : 0.23	1 : 0.59	Renkow, 2006
Catawba County	1 : 1.23	1 : 0.54	1 : 0.75	Renkow, 2013
Chatham County	1 : 1.14	1 : 0.33	1 : 0.58	Renkow, 2007
Davie County	1 : 1.14	1 : 0.50	1 : 0.67	Renkow, 2014
Durham County	1 : 1.15	1 : 0.33	1 : 0.59	Renkow, 2010
Franklin County	1 : 1.12	1 : 0.53	1 : 0.77	Renkow, 2009
Gaston County	1 : 1.23	1 : 0.41	1 : 0.89	Renkow, 2008
Guilford County	1 : 1.35	1 : 0.29	1 : 0.62	Renkow, 2010
Henderson County	1 : 1.16	1 : 0.40	1 : 0.97	Renkow, 2008
Iredalell County	1 : 1.35	1 : 0.30	1 : 0.47	Renkow, 2015
Orange County	1 : 1.31	1 : 0.24	1 : 0.72	Renkow, 2006
Pitt County	1 : 1.29	1 : 0.36	1 : 0.62	Renkow, 2013
Union County	1 : 1.30	1 : 0.41	1 : 0.24	Dorfman, 2004
Wake County	1 : 1.54	1 : 0.18	1 : 0.49	Renkow, 2001
Yadkin County	1 : 1.12	1 : 0.38	1 : 0.61	Renkow, 2011
Ohio				
Butler County	1 : 1.12	1 : 0.45	1 : 0.49	American Farmland Trust, 2003
Clark County	1 : 1.11	1 : 0.38	1 : 0.30	American Farmland Trust, 2003
Hocking Township	1 : 1.10	1 : 0.27	1 : 0.17	Prindle, 2002
Knox County	1 : 1.05	1 : 0.38	1 : 0.29	American Farmland Trust, 2003
Liberty Township	1 : 1.15	1 : 0.51	1 : 0.05	Prindle, 2002
Madison Village, Lake County	1 : 1.67	1 : 0.20	1 : 0.38	American Farmland Trust, 1993
Madison Township, Lake County	1 : 1.40	1 : 0.25	1 : 0.30	American Farmland Trust, 1993
Madison Village, Lake County	1 : 1.16	1 : 0.32	1 : 0.37	American Farmland Trust, 2008
Madison Township, Lake County	1 : 1.24	1 : 0.33	1 : 0.30	American Farmland Trust, 2008
Shalersville Township	1 : 1.58	1 : 0.17	1 : 0.31	Postage County Regional Planning Commission, 1997
Pennsylvania				
Allegheny Township, Westmoreland County	1 : 1.06	1 : 0.14	1 : 0.13	Kelsey, 1997
Bedminster Township, Bucks County	1 : 1.12	1 : 0.05	1 : 0.04	Kelsey, 1997

REVENUE-TO-EXPENDITURE RATIOS IN DOLLARS

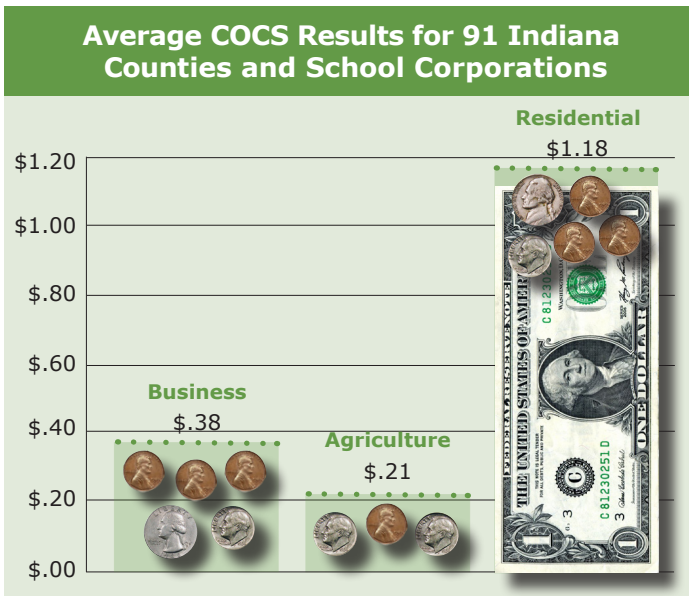
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Community	Residential including farm houses	Commercial & Industrial	Working & Open Land	Source
Pennsylvania (continued)				
Bethel Township, Lebanon County	1 : 1.08	1 : 0.17	1 : 0.06	Kelsey, 1992
Bingham Township, Potter County	1 : 1.56	1 : 0.16	1 : 0.15	Kelsey, 1994
Buckingham Township, Bucks County	1 : 1.04	1 : 0.15	1 : 0.08	Kelsey, 1996
Carroll Township, Perry County	1 : 1.03	1 : 0.06	1 : 0.02	Kelsey, 1992
Hopewell Township, York County	1 : 1.27	1 : 0.32	1 : 0.59	The South Central Assembly for Effective Government, 2002
Kelly, Township, Pike County	1 : 1.48	1 : 0.07	1 : 0.07	Kelsey, 2006
Lehman Township, Pike County	1 : 0.94	1 : 0.20	1 : 0.27	Kelsey, 2006
Maiden Creek Township, Berks County	1 : 1.28	1 : 0.11	1 : 0.06	Kelsey, 1998
Richmond Township, Berks County	1 : 1.24	1 : 0.09	1 : 0.04	Kelsey, 1998
Shrewsbury Township, York County	1 : 1.22	1 : 0.15	1 : 0.17	The South Central Assembly for Effective Government, 2002
Stewarson Township, Potter County	1 : 2.11	1 : 0.23	1 : 0.31	Kelsey, 1994
Straban Township, Adams County	1 : 1.10	1 : 0.16	1 : 0.06	Kelsey, 1992
Sweden Township, Potter County	1 : 1.38	1 : 0.07	1 : 0.08	Kelsey, 1994
Rhode Island				
Hopkinton	1 : 1.08	1 : 0.31	1 : 0.31	Southern New England Forest Consortium, 1995
Little Compton	1 : 1.05	1 : 0.56	1 : 0.37	Southern New England Forest consortium, 1995
West Greenwich	1 : 1.46	1 : 0.40	1 : 0.46	Southern New England Forest Consortium, 1995
Tennessee				
Blount County	1 : 1.23	1 : 0.25	1 : 0.41	American Farmland Trust, 2006
Robertson County	1 : 1.13	1 : 0.22	1 : 0.57	American Farmland Trust, 2006
Tipton County	1 : 1.07	1 : 0.32	1 : 0.57	American Farmland Trust, 2006
Texas				
Bandera County	1 : 1.10	1 : 0.26	1 : 0.26	American Farmland Trust, 2002
Bexar County	1 : 1.15	1 : 0.20	1 : 0.18	American Farmland Trust, 2004
Hays County	1 : 1.26	1 : 0.30	1 : 0.33	American Farmland Trust, 2000
Utah				
Cache County	1 : 1.27	1 : 0.25	1 : 0.57	Snyder and Ferguson, 1994
Sevier County	1 : 1.11	1 : 0.31	1 : 0.99	Snyder and Ferguson, 1994
Utah County	1 : 1.23	1 : 0.26	1 : 0.82	Snyder and Ferguson, 1994
Virginia				
August County	1 : 1.22	1 : 0.20	1 : 0.80	Valley Conservation Council, 1997
Bedford County	1 : 1.07	1 : 0.40	1 : 0.25	American Farmland Trust, 2005
Clarke County	1 : 1.26	1 : 0.21	1 : 0.15	Piedmont Environmental Trust, 1994
Culpepper County	1 : 1.22	1 : 0.41	1 : 0.32	American Farmland Trust, 2003
Frederick County	1 : 1.19	1 : 0.23	1 : 0.33	American Farmland Trust, 2003
Northampton County	1 : 1.13	1 : 0.97	1 : 0.23	American Farmland Trust, 1999
Washington				
Okanogan County	1 : 1.06	1 : 0.59	1 : 0.56	American Farmland Trust, 2007
Skagit County	1 : 1.25	1 : 0.30	1 : 0.51	American Farmland Trust, 1999
Wisconsin				
Dunn	1 : 1.02	1 : 0.55	1 : 0.15	Wisconsin Land Use Research Program, 1999
Perry	1 : 1.20	1 : 1.04	1 : 0.41	Wisconsin Land Use Research Program, 1999
Westport	1 : 1.11	1 : 0.31	1 : 0.13	Wisconsin Land Use Research Program, 1999

Note: Some studies break out land uses into more than three distinct categories. For these studies, AFT requested data from the researcher and recalculated the final ratios for the land use categories listed in this table. The Okanogan County, Wash., study is unique in that it analyzed the fiscal contribution of tax-exempt state, federal and tribal lands.

American Farmland Trust's Farmland Information Center acts as a clearinghouse for information about Cost of Community Services studies. Inclusion in this table does not necessarily signify review or endorsement by American Farmland Trust.

CONTINUED FROM PAGE 1



Average cost, using standard assumptions, to provide public services for each dollar of revenue raised. The [full study](#), including alternate assumptions, is posted on the FIC website.

Functions and Purposes

Communities pay a high price for unplanned growth. Scattered development frequently causes traffic congestion, air and water pollution, loss of open space and increased demand for costly public services. This is why it is important for citizens and local leaders to understand the relationships between residential and commercial growth, agricultural land use, conservation and their community's bottom line.

COCS studies help address three misperceptions that are commonly made in rural or suburban communities facing growth pressures:

1. Open lands—including productive farms and forests—are an interim land use that should be developed to their "highest and best use."
2. Agricultural land gets an unfair tax break when it is assessed at its current use value for farming or ranching instead of at its potential use value for residential or commercial development.
3. Residential development will lower property taxes by increasing the tax base.

While it is true that an acre of land with a new house generates more total revenue than an acre of hay or corn, this tells us little about a community's bottom line. In areas

where agriculture or forestry are major industries, it is especially important to consider the real property tax contribution of privately owned working lands. Working and other open lands may generate less revenue than residential, commercial or industrial properties, but they require little public infrastructure and few services.

COCS studies conducted over the last 30 years show working lands generate more public revenues than they receive back in public services. Their impact on community coffers is similar to that of other commercial and industrial land uses. On average, because residential land uses do not cover their costs, they must be subsidized by other community land uses. Converting agricultural land to residential land use should not be seen as a way to balance local budgets.

The findings of COCS studies are consistent with those of conventional fiscal impact analyses, which document the high cost of residential development and recommend commercial and industrial development to help balance local budgets. What is unique about COCS studies is that they show that agricultural land is similar to other commercial and industrial uses. In nearly every community studied, farmland has generated a fiscal surplus to help offset the shortfall created by residential demand for public services. This is true even when the land is assessed at its current, agricultural use. However as more communities invest in agriculture this tendency may change. For example, if a community creates a purchase of agricultural conservation easement program, the local government may spend more on working and open lands than these lands generate in revenue.

Communities need reliable information to help them see the full picture of their land uses. COCS studies are an inexpensive way to evaluate the net contribution of working and open lands. They can help local leaders discard the notion that natural resources must be converted to other uses to ensure fiscal stability. They also dispel the myths that residential development leads to lower taxes, that differential assessment programs give landowners an "unfair" tax break and that farmland is an interim land use just waiting around for development.

One type of land use is not intrinsically better than another, and COCS studies are not meant to judge the overall public good or long-term merits of any land use or taxing structure. It is up to communities to balance goals such as maintaining affordable housing, creating jobs and conserving land. With good planning, these goals can complement rather than compete with each other. COCS studies give communities another tool to make decisions about their futures.

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For more information on COCS, see the [COCS publications](#) on the Farmland Information Center (FIC) website. The FIC is a clearinghouse for information about farmland protection and stewardship. The FIC is a public/private partnership between the USDA Natural Resources Conservation Service and American Farmland Trust.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB H

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors November 2, 2022 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday November 2, 2022, be adopted.				
BOS GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for November 2, 2022.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
November 2, 2022
Regular Meeting 5:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair (*entered meeting at 5:11pm*)

Tony O’Brien, Rivanna District, Vice Chair
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Chris Fairchild, Cunningham District

ABSENT: None.

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

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

At 5:01pm, Vice Chair O’Brien called to order the Regular Meeting of November 2, 2022. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the November 2, 2022 Regular Meeting of the Board of Supervisors, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Absent
RESULT:	4-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Staff and Community Recognitions
Happy Birthday Mrs. Booker!
- November 8th

- Announcements and Updates - New Employees
- Matthew Mitchell, Water-Utility System Manager, Public Works, Started October 24th
 - Lauren Johnson, Human Services Assistant III, Social Services Department , Started October 25th

- 18th Annual Halloween Event
- Held on October 29 from 6:30 - 8:30pm.
 - Activities included a Trunk or Treat area and a semi-scary haunted trail walk. There was a 30 - 40 minute wait time to start the Trunk or Treat activity.
 - Attendance was 1,300+ people; 1,145 children and adults went on our semi-scary trail walk but some in attendance only did the trunk or treat part.
 - There were 22 registered vehicles to hand out candy. Trunks included County departments, residents, businesses, and community groups.
 - Thanks to the Boy Scout Troop 138, Girl Scout Troop 1154, High School SGA and FUMA Interact Club for help with the semi-scary trail! Thanks to Boy Scout Troop 154 for helping with parking!

- The Library was awarded a grant of \$6,000 from the State Library of VA using ARPA funds for a privacy pod for our facility (it is in our computer lab).
- This is a sound proof pod that can provide privacy for people to have online Tele Health appointments, meetings, trainings or job interviews.
 - It has ventilation and utilizes the Library's WiFi.
 - We qualified for this grant because Fluvanna was deemed to have a limited access to healthcare facilities in our County.

Next BOS Meetings

Day	Date	Time	Purpose	Location
Thu	Nov 10	8:30AM	Elected Officials Breakfast	Library
Wed	Nov 16	7:00 PM	Regular Meeting	Performing Arts Center
Wed	Dec 7	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Dec 21	7:00 PM	Regular Meeting	Performing Arts Center

- At 5:11pm, Chair Sheridan entered the meeting.

5 - PUBLIC COMMENTS #1

At 5:11pm, Vice Chair O’Brien opened the first round of Public Comments.

- Corven Flynn, 319 Shiloh Church Rd, made comments regarding the assessments of industrial property.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 5:16pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Approval of the TJPDC Regional Legislative Program – David Blount, Deputy Director/Director of Legislative Services, TJPDC

David Blount presented the Thomas Jefferson Planning District Commission Draft Legislative Priorities for 2023 including, public education funding, budgets and funding, and broadband.

MOTION:	Approve the 2023 Thomas Jefferson Planning District Legislative Program as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Motion			Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise Chapter 8 Fire Protection and Public Safety Ordinance – Eric Dahl, County Administrator

The current Chapter 8 Fire Protection and Public Safety ordinance is being significantly revised to allow the County in the near future to establish a Fluvanna County Department of Emergency Services, which allows the County to hire employee’s to provide EMS, and assist to augment the existing volunteer agencies providing EMS. The reenacted Chapter 8 Fire Protection, Emergency Services, and Public Safety ordinance primary additions set forth the establishment of the County Department, defines the power and duties of volunteer agencies, defines members of a the official safety program, establishment and composition of the system, responsibility and roles within the system, creates a Fluvanna County System Advisory Board and defines the responsibilities, and outlines system policy requirements and compliance.

Chapter 8 - Fire Protection, Emergency Services and Public Safety

- Sec. 8-1 – Definitions: Existing section (currently Sec. 8-6-2), but expanded.
- Sec. 8-2 - Establishment of the Fluvanna County Department of Emergency Services: New, establishes a County Department of Emergency Services.
- Sec. 8-3 – Volunteer Agencies: Existing section (currently Sec. 8-1), expanded to include importance, powers, duties and responsibilities.
- Sec. 8-4 – Official Safety Program: Existing section (currently Sec. 8-3).
- Sec. 8-5 – Establishment and Composition of System: New, establishes the Fluvanna County Coordinated Fire and Rescue System, made of an EMS Department and Volunteer Agencies.
- Sec. 8-6 – Responsibilities of the System: New, sets forth responsibilities of the system.
- Sec. 8-7. – Emergency Medical Services Agency Chief: New, establishes oversight of the EMS Department, which would initially be the County Administrator.
- Sec. 8-8. – Fluvanna County System Advisory Board established: New, creates an advisory board to the EMS department, made up of County staff and the FRA.
- Sec. 8-9. – Fluvanna County System Advisory Board Responsibilities: New, sets responsibilities of the advisory board.

- Sec. 8-10. – Fluvanna County System Policies: New, establishes a requirement for following applicable federal and state law and County Code, and system policies, if applicable. The Department and Volunteer Agencies have different policies that will meet the requirements, but there could be system wide policies at a later date.
- Sec. 8-11. – Compliance with System Policies; Remediation: New, establishes compliance with the policies.
- Sec. 8-12. – Criminal and driving record checks: New, establishes a requirement for the Department and Volunteer Agencies to check criminal and driving records.
- Sec. 8-13. - Regulations governing use of County fire trucks: Existing section (currently Sec. 8-2).
- Sec. 8-14. - Certification of firefighters aged 16 years and older: Existing section (currently Sec. 8-4).
- Sec. 8-15. - Disposal of unclaimed personal property in the possession of the Sheriff: Existing section, (currently Sec. 8-5).
- Sec. 8-16. - Emergency medical services cost recovery: Existing section (currently Sec. 8-6).
- Sec. 8-16-1. - Purpose and finding of fact: Existing section (currently Sec. 8-6-1).
- Sec. 8-16-1. - Purpose and finding of fact: Existing section (currently Sec. 8-6-1).
- Sec. 8-16-2. - Definitions: Existing section (currently Sec. 8-6-2).
- Sec. 8-16-3. - Permits required: Existing section, (currently Sec. 8-6-3).
- Sec. 8-16-4. - Fees for emergency medical services vehicle transports: Existing section (currently Sec. 8-6-4).
- Sec. 8-17. - Employment of off-duty deputy sheriffs: Existing section (currently Sec. 8-7).

Fiscal Impact

- Fiscal impact will be determined based upon the future EMS department structure selected and the number of associated employees needed within the structure.
- At minimum, the County already has a little over \$1.0M built into the existing budget to cover start-up costs for the Department of Emergency Services.

MOTION:	Approve County Staff and the County Attorney to prepare and advertise the Notice of a Public Hearing to be held on December 7, 2022, at 7:00 pm, contained in the Board packet for the proposed: Ordinance to: (i) repeal Chapter 8 Fire Protection and Public Safety of the Fluvanna County Code, in its entirety; and (ii) adopt and reenact the proposed attached replacement Ordinance entitled Chapter 8 Fire Protection, Emergency Services, and Public Safety of the Fluvanna County Code, in its entirety.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Resolution Recommending Appointment to the Board of Equalization – Eric Dahl, County Administrator
§ 58.1-3370. Appointment.

- The circuit court having jurisdiction within each city and each county other than those counties operating under § 58.1-3371 shall, in each tax year immediately following the year a general reassessment or annual or biennial assessment is conducted in such city or county, appoint for such city or county a board of equalization of real estate assessments, unless such county or city has a permanent board of equalization appointed according to law.

§ 58.1-3374. Qualifications of members; vacancies.

- Every board of equalization shall be composed of not less than three members nor more than five members or the number of local election districts in the locality, whichever is greater.
- In addition to such regular members, at the request of the local governing body, the circuit court for any locality shall appoint one alternate member in the case of a board with less than five members.
- All members of every board of equalization, including alternate members, shall be residents, a majority of whom shall be freeholders, in the county or city for which they are to serve and shall be selected from the citizens of the county.
- Appointments to the board of equalization shall be broadly representative of the community. Thirty percent of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals, and at least one such member shall sit in all cases involving commercial, industrial or multi-family residential property, unless waived by the taxpayer.

- Mr. Daniel T. Nunziato – Cunningham District
- Mrs. Gloria Vest – Columbia District
- Mr. Ron Lauziere – Cunningham District
- Mr. Scott Marshall – Cunningham District
- Mr. Nelson Cook Jr. – Columbia District

MOTION:	Adopt a resolution entitled, “A RESOLUTION RECOMMENDING APPOINTMENT TO THE BOARD OF EQUALIZATION.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

None.

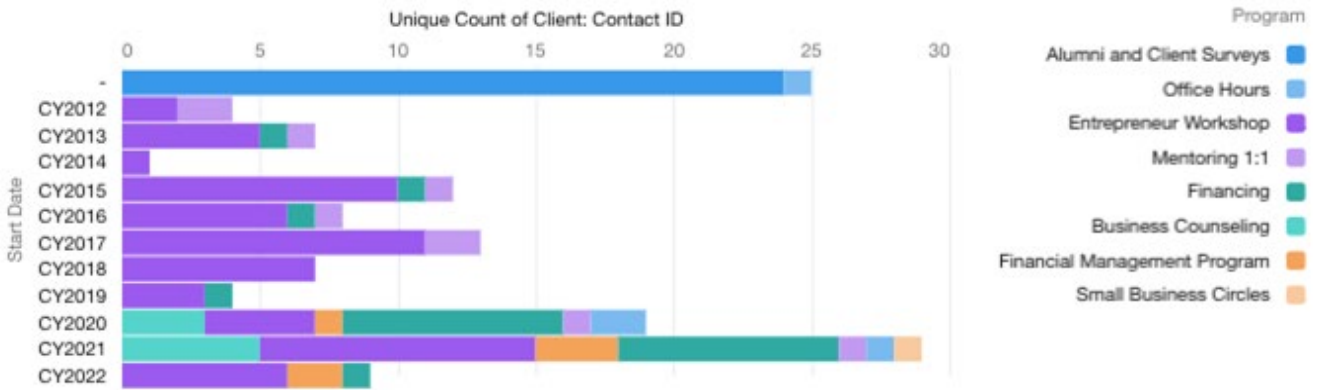
8 – PRESENTATIONS

Community Investment Collaborative (CIC) Update – Stephen Davis, President – Community Investment Collaborative

- CIC is a Community Development Finance Institution (CDFI) founded in 2012. They host the Central Virginia Small Business Development Center; with the mission to strengthen the community and contribute to economic development by fueling the success of under-resourced entrepreneurs through education, mentoring, micro-lending and networking.

CIC Clients Served in Fluvanna

Program engagements by program



[View Report \(Program engagements demographics\)](#)

*Note: only CIC programs, doesn’t include SBDC. Counseling, FMP, Mentoring, Office Hours data is only available for 2020-2021.

Fluvanna Program Summary (as of October 28, 2022)

	Regular Loans	Recovery Loans	Total Loans
Original Balance			\$45,000
Loans Made	\$18,000	\$46,500	\$64,500
Principal Repaid	\$13,108	\$13,877	\$29,637
Loan Losses	\$4,292	\$0	\$4,292
Fees Charged to Fund	\$600	\$0	\$600
Outstanding Loans’ Balance	\$0.00	\$32,623	\$29,971
Funds Available			\$10,137

CIC Strategic Plan

Board of Supervisors Minutes

- Goal 1: Within 3 years, invest \$3 million in businesses owned by under-resourced entrepreneurs, with at least 85% of that funding being invested in our target communities.
- Goal 2: Help entrepreneurs in the region access \$30- \$40 million in capital within 3 years, with at least 50% of those assisted being a part of our target communities.
- Goal 3: Assist 1500 entrepreneurs in accessing capital, education, business support, or networks in the next 3 years, including at least 60% in our target communities.
- Deploy larger and more impactful financial products that go beyond direct loans and debt capital, and create more opportunities and room for entrepreneurs to succeed (IE: beyond microloans, explore equity investments)
- Scale and enhance our Financial Management Program (FMP) to help more entrepreneurs to enhance profitability and growth opportunities
- Invest in a staff position to support clients in target communities take better advantage of CIC, SBDC, and community programs
- Maintain and grow our SBDC capacity to serve clients at all stages of business (IE: 4500 hours of annual counseling)
- Increase program offerings to rural communities in our region and outside of Charlottesville/Albemarle with a focus on CIC target populations (IE increase lending to 35% outside of Cville/Albemarle)
- Extend CIC program & financing opportunities available to support services to new regions and communities not currently served by a lender or CDFI.
- Grow CIC balance sheet to \$4.5 million in assets within 3 years to enable expansion of financing opportunities
- Increase level of sustainable operating support to fuel future growth (IE: increase earned revenue to 8% of total budget and non-government revenue to 40%)
- Ensure that our PEOPLE, CULTURE, and COMMUNITY are provided the support to thrive in leadership, strategy, and support of one another.

Central Virginia Small Business Development Center (CVSBDC) Update – Rebecca Haydock, Director – Central Virginia Small Business Development Center

- Central Virginia Small Business Development Center has been the top performing SBDC in Virginia for two years in a row (2020, 2021)
- Entrepreneurs selling from \$0 to over \$20,000,000 are receiving direct technical assistance, education, research, access to management tools, and connection to our region’s human and infrastructure assets - all confidentially and free of charge

Central Virginia SBDC Numbers

	Clients served 1:1	Clients served-All	Advisory Hours	New Starts	Jobs Created	Jobs Retained	Capital Infusion	# of trainings	training attendees
2019	169	304	1,122.97	5	60	697	\$3.5M	36	387
2020	465	626	3,251.11	9	50	2,275	\$21.5M	81	1103
2021	569	829	5,477.17	39	291	3,046	\$25.1M	70	896

Special for Fluvanna! 2022

In Person

- Chamber Women’s Conference: group training on early-stage capital
- Business Planning 101 Class
- Grow Your Business with Digital Marketing
Fluvanna Connection Meetings
- Build Your Social Media Plan: training
- Build Your Social Media Plan: workshop

Virtual or Hybrid Meetings

- Fluvanna Founders’ Series: 4 evening sessions for a cohort of entrepreneurs (5 advisors)
 - o Entrepreneurship Certificates Awarded
- Social Media Rotary Presentation on the state of small business
- Pitch Prep for 4 Fluvanna QuadTank companies

HOME-ARP Funding – Eric Dahl, County Administrator

HOME-ARP Program

- Part of the 2021 American Rescue Plan Act
- One-time allocation given to participating jurisdictions in the HOME Investment Partnerships Program
- Allocation must be used to benefit individuals or families from the following qualifying populations:
 - homeless
 - at-risk of homelessness

Board of Supervisors Minutes

- fleeing/attempting to flee domestic, dating, or sexual violence and/or human trafficking and stalking
- other populations experiencing housing instability
- veterans or families of veterans that meet one or more of these criteria

HOME-ARP Regional Allocation

- HOME-ARP award for the region is \$2,452,270
 - TJPDC will retain 5% for planning and development of the annual action plan, and 10% for administration of the program
 - \$2,084,429.50 will be split evenly among the 6 participating localities in the consortium
 - Fluvanna County will receive \$347,404.92
- Localities can choose to fund:
 - supportive services
 - acquisition and development of non-congregate shelters
 - tenant based rental assistance (TBRA)
 - development of affordable rental housing
 - non-profit operating and capacity building (both capped at 5% of the total award)

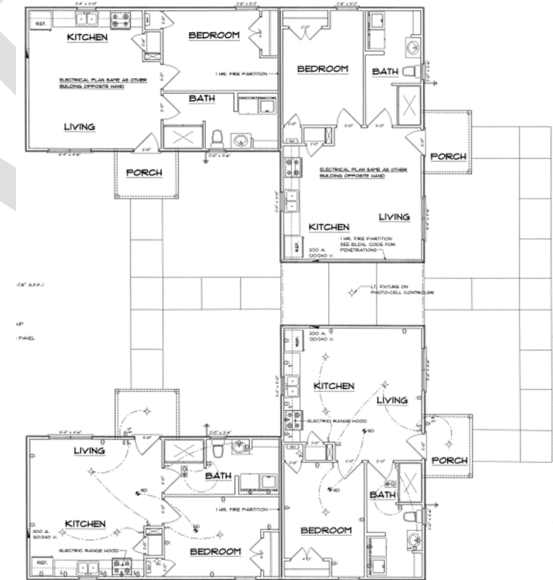
Next Steps

- Localities can choose to:
 - implement this funding directly
 - *choose an organization performing an eligible activity*
 - join other localities and pool funding
- If localities intend to give a preference to one or more qualifying population, that preference must be indicated in the plan, and justified according to the data.
 - Preferences that violate the Fair Housing Act (single sex housing or non-congregate shelter, adults-only housing or non-congregate shelter, etc.) are not allowed.

Kim Hyland with Fluvanna-Louisa Housing Foundation gave an overview of a proposed Senior Living project

Concept: 8 one-bedroom units for seniors

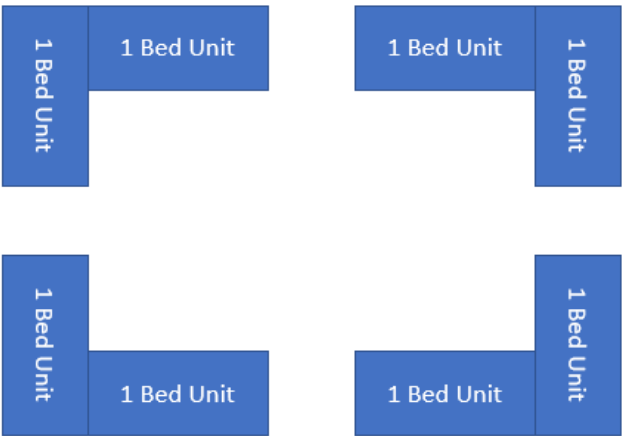
- Quad Plex Design utilized by Fluvanna-Louisa Housing Foundation (FLHF) in previous build (Jefferson Hwy)
- Two of these quadplexes would create 8 units with a courtyard in the middle
- 526 square feet per unit, offers independent living with low maintenance housing, wheelchair accessibility into unit, one story, accessible bathroom facilities
- Land needed to build (4-5 acres) dependent on water & septic requirements
- Cost estimate \$650,000 not including land, water, septic



Senior Quad Living

- Successful model built
- All seniors
- One floor, accessible units
- Aging in place in their community
- Low maintenance, manageable
- Improve standard of living for those in housing that is not warm, safe & dry

Two Quads with shared courtyard



Funding

- HOME-ARP Funds = \$347,000
- FLHF Administered HOME CHDO Funds = \$150,000
- FLHF Funds = \$153,000
- Estimate for 8 units = \$650,000
 - Not including land, water, sewer
 - o Would County have land for this use, possible donation, or purchase

Discussion

- Rental Units to be managed by FLHF
 - Tenants to be charged commensurate with income = 30%
 - Those who sell their home to utilize new housing could receive lifetime rights

Board of Supervisors Minutes

- Selection Criteria
 - Preference to Fluvanna Seniors living in older housing in disrepair
 - Option to purchase housing in exchange for lifetime rights in new unit
 - Rehab older unit and sell or lease to qualifying families in the area
- Rezoning requirements, land size requirements
- Location – Fork Union, Palmyra, Kents Store, Bremono Bluff, Columbia
- County involvement
- Preference for site with room to add another 8 units in 2 years
 - *After a lengthy discussion, the Board directed staff to move forward with the project*

2023 Reassessment Update – Randy Willis, Pearson Mass Appraisal

Class 2 Single family less than 20 acres

- Includes developed and undeveloped parcels. Overall change in market value for county is a 13% increase. This would include Lake Monticello.
- Land in this class will generally increase approximately 5% with this generally occurring in neighborhood 2 (NBHD 2 above the blue line on the map).

Neighborhood 2 excluding Lake Monticello

- Overall increase is 11.6%
- Dwellings will increase average of 15%

Lake Monticello excluding golf and waterfront lots

- Overall increase is 17%
- Dwellings will increase 18.5%

Lake Monticello golf course

- Overall increase is 17.6%
- Dwellings will increase average of 19.8%

Lake Monticello waterfront

- Overall increase is 11 %
- Dwellings will increase average of 15.3%

Class 2 Single family less than 20 acres -
Neighborhood 1

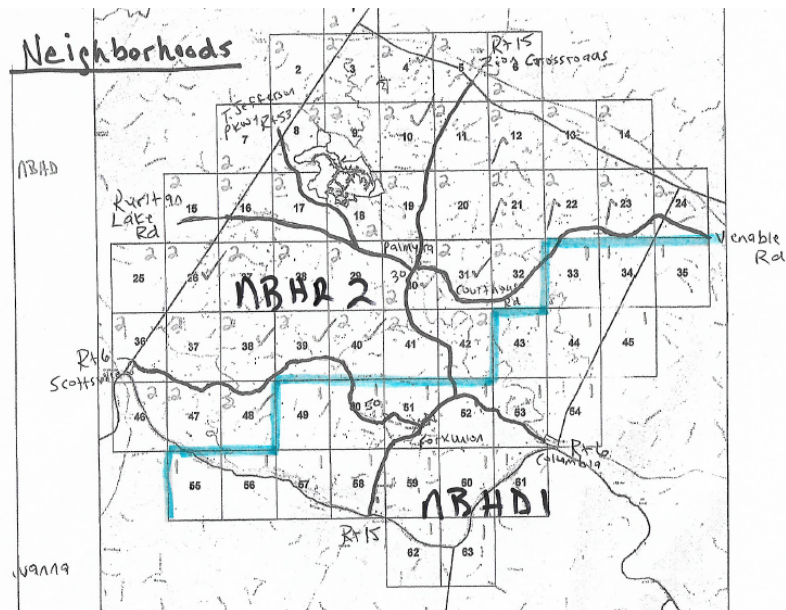
- Land values in neighborhood 1 (NBHD 1 below the blue line on the map) will generally remain the same other than isolated areas that sales indicate otherwise.
- Overall increase is 6%
- Dwellings will increase average of 11.6%

Other Properties

- Class 5 A-1: 20 – 99 acres
 - Includes developed and undeveloped parcels. Overall change in market value for county is a 5% increase.
- Class 6 A-1: 100 acres and up
 - Includes developed and undeveloped parcels. Overall change in market value for county is a 6% increase.
- Class 4 Commercial/Industrial
 - Based on sales activity and review of this classification, value changes will vary; with some increasing, some decreasing, and some not changing.

Observations of Note:

- Sales activity and demand remain strong in Fluvanna County. Mortgage rates have more than doubled since this time last year and may increase again in November. That is and will be a market factor moving forward.
- Second quarter of 2022 statistics versus same period in 2021:
 - Sales activity down only 4% in the county.
 - Average days on the market for that period was 13.
 - Listings for that period 2021 was 34 compared to 90 in second quarter 2022.
 - Median sales price was \$336,000 and is an 18% increase in comparison.
- Third quarter of 2022 statistics versus same period in 2021:
 - Sales activity down only 16% in the county.
 - Average days on the market for that period was 19.



- Listings for that period 2021 was 59 compared to 123 in third quarter 2022.
- Median sales price was \$360,000 and is an 18% increase in comparison.

Reassessment Notification

- Reassessment notices are to be mailed the week of November 14.
- Informal appeals will begin once calls are received.
- Pearson's will again encourage appeals by phone appointment. Will also accept appeals by email or written correspondence. We want to communicate with any property owner that has questions. If necessary we will meet in person upon request. The 2021 informal appeals were done primarily by phone and email and seemed to suit most property owners.
- We would encourage property owners to search sites such as Zillow, Realtor.com etc. to see sales activity in their area.

Zion Crossroads West Waterline Funding Update – Eric Dahl, County Administrator

- In February 2020, the Virginia Department of Environmental Quality (DEQ) approached the County about extending the Zion Crossroads waterline on U.S. Rt. 250 1.1 miles west of where it currently terminates on Memory Lane, to properties contaminated by an old petroleum release.
- Four petroleum impacted properties currently have water treatment systems until a permanent solution is provided. In addition, two nearby properties are at risk of petroleum contamination. This project extension helps to provide a reliable water source to the affected residents of the County and advances a Phase 2 component earlier with the assistance of DEQ.
- The County has coordinated with DEQ and we have received a formal letter outlining their proposal and available funding. DEQ will fund:
 - Up to \$200,000 for Engineering Services (*Agreement already approved*)
 - Up to \$800,000 for Construction Services and/or excess of remaining Engineering funds (*Funds allocated with DEQ*)
- The overall cost for this Phase 2 Zion Crossroads waterline extension back in June 2020 was estimated at \$1.5M. DEQ would provide a maximum funding for this project of \$1.0M and Fluvanna County Board of Supervisors issued bonds for the \$500K remainder of the project.



Total Cost Estimates – June 2020 vs. Nov 2021 vs. Apr 2022

ZXR West Waterline Extension	June 2020 Est.	Nov. 2021 Est.	Apr. 2022 Est.
Engineering Costs			
Design, Survey, Geo-Tech., Environmental	\$ 130,000	\$ 149,769	\$ 175,565
Bidding, Construction Admin., Constuction Insp.	\$ 70,000	\$ 100,000	\$ 125,000
Legal Costs			
RFP/Contracts, Doc Prep (deeds, plats, appraisal review, title)	\$ 75,000	\$ 75,000	\$ 75,000
Easement Acquisition Estimates			
Acquire easements from property owners for 1.1 mile project	\$ 35,000	\$ 35,000	\$ 35,000
Estimated Construction Cost	\$ 1,200,000	\$ 1,997,600	\$ 2,569,600
ESTIMATED TOTAL	\$ 1,510,000	\$ 2,357,369	\$ 2,980,165

★ Design costs have already been expended with DEQ engineering funds.

- Dewberry Engineers noted that construction costs today would be similar to Apr. 2022, if not a little higher.

Steps taken

- In January 2022, a presentation was given to the board about construction cost increases on this project and the board wanted to pursue external funding sources first before considering funding from the County.
- In April 2022, we applied for the Bipartisan Infrastructure Law (BIL) federal funding administered through the Virginia Department of Health (VDH). We applied for a grant in the amount \$1.5M to cover the estimated project cost increases.
- On October 18, 2022, the County received notice that VDH was declining to award an offer of financial assistance for the project this year.

Next Steps

The County is currently around \$1.5M short to complete the project. DEQ does NOT currently have additional funding to offset the cost increase.

1. The County could reapply again for the Bipartisan Infrastructure Law (BIL) federal funding. The application deadline is April 2023 and funding notices would not be received until September or October 2023.
 2. The County could use unassigned fund balance to fund the project.
 3. The County could chose not to pursue the project any further.
- After a lengthy discussion, the Board directed staff to move forward with option 2, depending on final project costs.

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for November 2, 2022:

- Minutes of October 19, 2022 – Caitlin Solis, Clerk to the Board
- Temporary Staff Stipend for Additional Duties – Gatewood – Donna Snow, Director of Human Resources
- Phone System Maintenance for E911 – Agreement to Correct Amendment to End-User Agreement with CenturyLink Communications LLC – Donna Allen, Purchasing Officer

MOTION:	Approve the consent agenda, for the November 2, 2022 Board of Supervisors meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

- Mrs. Booker mentioned Triad Senior Day at Saints Peter and Paul Church, which included educational sessions, vendors, volunteers, and a luncheon.
- Mr. Sheridan mentioned the Veterans Day celebration at the Fork Union Military Academy
- Mr. Obrien asked staff to find Pearl Harbor Veterans to honor at the December 7 meeting.

11 - NEW BUSINESS

TBD

12 - PUBLIC COMMENTS #2

At 8:14pm, Chair Sheridan opened the second round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 8:14pm.

13 - CLOSED MEETING

MOTION:	At 8:14pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, A.6 & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Attorney services; Prospective Industry – Prospective Business Updates; Investment of Funds – Louisa County Water Agreement; Public Safety – Structure of Emergency Services and Threat Assessment Evacuation Plan.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 9:26pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION TO EXTEND

- At 9:26pm, a motion was made to extend the Board of Supervisors meeting.

MOTION:	Approve a motion to extend the November 2, 2022 Regular Board of Supervisors meeting to 9:30pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, November 2, 2022 at 9:27pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2022

**A RESOLUTION RECOMMENDING APPOINTMENT TO
THE BOARD OF EQUALIZATION**

WHEREAS, Virginia Code Section 58.1-3370 requires the appointment of a Board of Equalization in each tax year immediately following the year a general reassessment is conducted in the County; and

WHEREAS, it is the desire of the Board of Supervisors of Fluvanna County to request that the Circuit Court of the County appoint such a Board and to suggest to the court the members to be appointed; and

WHEREAS, the Board of Supervisors desires to provide necessary clerical assistance for such Board of Equalization in accordance with Virginia Code Section 58-1-3376; and

WHEREAS, a general reassessment of the County has recently been completed; and

WHEREAS, the Fluvanna County Board of Supervisors requests the Board of Equalization to meet as frequently as necessary to hear all appeals from landowners concerning their reassessment; and

WHEREAS, the Fluvanna County Board of Supervisors encourages the Board of Equalization to meet with the assessors and review and evaluate their method of assessing the value of land in this reassessment.

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

- 1) That the County Attorney be, and he is hereby, **DIRECTED** to request the appointment by the Circuit Court of the County of a Board of Equalization as required by law; and that, in so doing, the County Attorney submit to the court a suggested list of members for such Board of Equalization, such list being attached to this resolution as Exhibit A; and
- 2) That the County Administrator be, and he is hereby, **AUTHORIZED AND DIRECTED** to provide necessary clerical assistance for such Board of Equalization, by the hiring of additional personnel or otherwise providing support as may be necessary; and
- 3) That the Commissioner of the Revenue be, and he is hereby, **REQUESTED** to assist such Board of Equalization.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 2nd day of November 2022:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Christopher Fairchild, Cunningham District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Ronald G. & Carol Bragg				
MOTION(s):	I move to approve the open space agreement for Ronald G. and Carol Bragg for tax map parcels 49-A-10, 49-A-75 and 49-A-86; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Ronald G. & Carol Bragg's executed open space agreement - Map of tax map parcels 49-A-10, 49-A-75 & 49-A-86				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Ronald G. & Carol Ann Bragg

1505 Shores Rd.

Palmyra, VA 22963

Tax Map Parcel: 49-A-10, 49-A-75 & 49-A-86

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 6th day of October, 2022, by and between Ronald G. & Carol Ann Bragg, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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

- 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 foregoing recitals 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-10 (21.4 acres)
 49-A-75 (10.5 acres)
 49-A-86 (18.0 acres)
 Totaling: 49.9 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:

- 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of Fifteen (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Ronald Bragg
Landowner

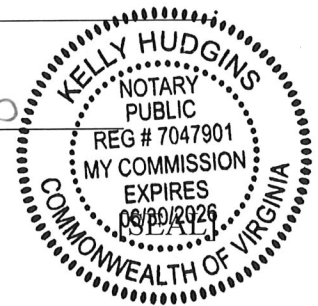


STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 6th day of October, 2022, by Ronald Bragg

Kelly Hudgins
Notary Public



My commission expires: 6/30/2026
Notary registration number: 7047901

Carol Ann Bragg
Landowner



STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 6th day of October, 2022, by Carol Ann Bragg

Kelly Hudgins
Notary Public



My commission expires: 6/30/2026
Notary registration number: 7047901

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

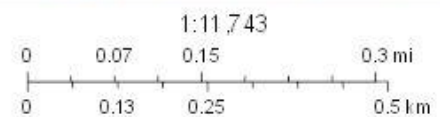
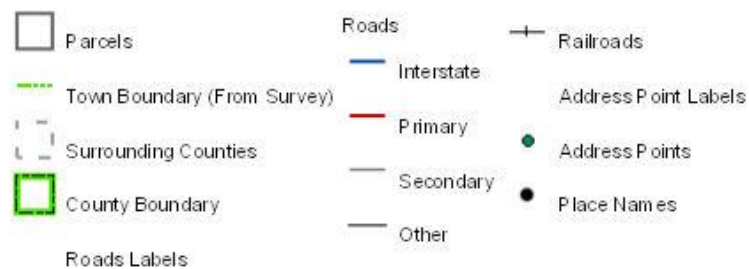
Fluvanna County Attorney

Fluvanna County, VA WebGIS

Parcels 49-A-10, 49-A-75 & 49-A-86 located off of Shores Road in Palmyra, VA 22963



October 31, 2022



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Timothy A. & Laura R. Bruce				
MOTION(s):	I move to approve the open space agreement for Timothy A. & Laura R. Bruce for tax map parcels 52-A-35, 52-A-37 and 52-A-38; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Timothy A. & Laura R. Bruce's executed open space agreement - Map of tax map parcels 52-A-35, 52-A-37 & 52-A-38				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Bruce, Timothy A. & Laura R.

1351 Sweet Willow Dr.

Midlothian, VA 23114

Tax Map Parcel: 52-A-35, 52-A-37 & 52-A-38

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 28th day of September, 2022, by and between Timothy A. & Laura R. Bruce, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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 Parcels: 52-A-35 (5.486 acres)

52-A-37 (5.747 acres)

52-A-38 (3.609 acres)

Totalling: 14.842 acres

(Parcels are allowed to qualify by combining the acreage of each parcel to meet the minimum acreage requirement since they were subdivided prior to July 1, 1983)

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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 Eluvanna County Code. Thereafter, this agreement shall remain in effect for a term of fifteen (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

[Signature] (SEAL)
Landowner

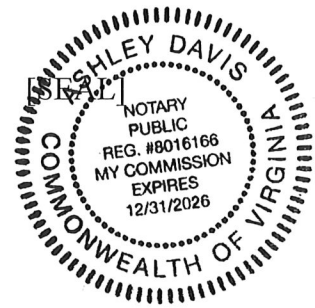
STATE OF Virginia

CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 28th day of September, 2022, by Ashley Davis.

Ashley Davis
Notary Public

My commission expires: 12/31/2026
Notary registration number: #8016166



[Signature] (SEAL)
Landowner

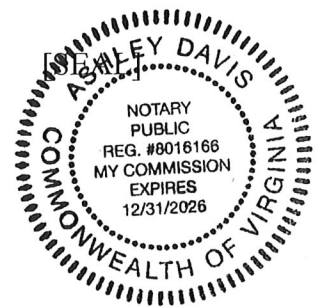
STATE OF Virginia

CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 28th day of September, 2022, by Ashley Davis.

Ashley Davis
Notary Public

My commission expires: 12/31/2026
Notary registration number: #8016166



COUNTY OF FLUVANNA, VIRGINIA

By: _____(SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

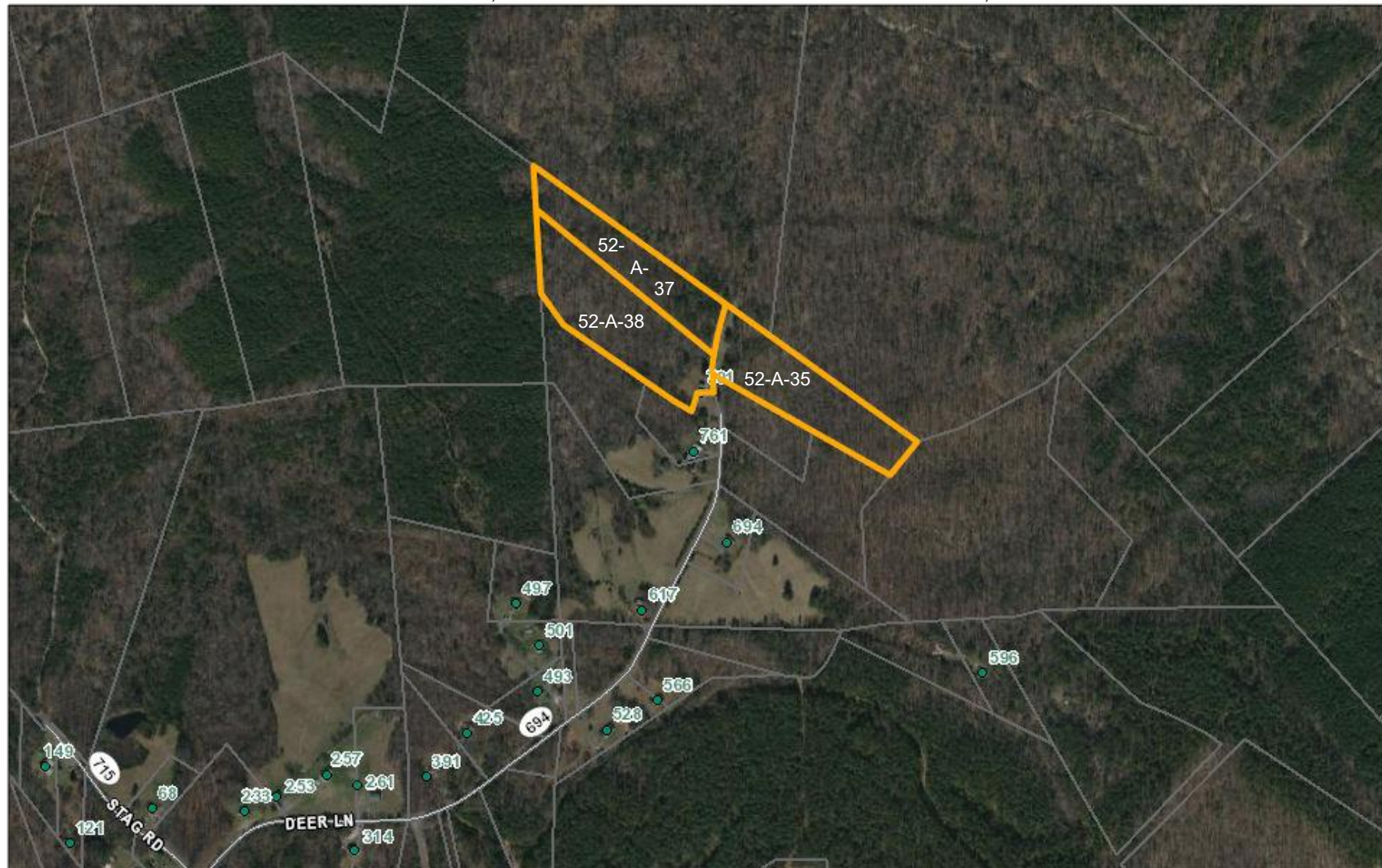
My commission expires:
Notary registration number:

Approved as to form:

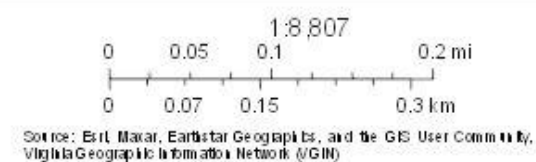
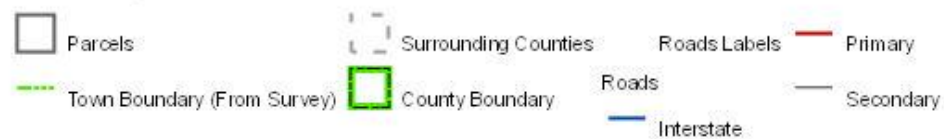
Fluvanna County Attorney

Fluvanna County, VA WebGIS

Parcels 52-A-35, 52-A-37 & 52-A-38 located off of Deer Lane in Brems Bluff, VA



October 31, 2022



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

TAB K

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for William E. & Lori J. Caldwell				
MOTION(s):	I move to approve the open space agreement for William E. and Lori J. Caldwell for tax map parcel 21-19-10; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- William E. & Lori J. Caldwell's executed open space agreement - Map of tax map parcel 21-19-10				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Caldwell, William E. & Lori J.

332 Luzerne Street

Johnstown, PA 15905

Tax Map Parcel: 21-19-10

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 26th day of October, 2022, by and between William E & Lori J. Caldwell, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 21-19-10 (19.62 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of Fifteen (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Wm B Goff (SEAL)
Landowner

STATE OF PENNSYLVANIA

CITY/COUNTY OF CAMBRIA, to-wit:

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 2022, by WILLIAM EDWARD CALDWELL.

Savanah Pritt
Notary Public

My commission expires: JUNE 21 2023
Notary registration number: 1352028

Commonwealth of Pennsylvania - Notary Seal
Savanah Pritt, Notary Public
Cambria County
My commission expires June 21, 2023
Commission number 1352028
Member, Pennsylvania Association of Notaries

[SEAL]

Lori J Caldwell (SEAL)
Landowner

STATE OF PENNSYLVANIA

CITY/COUNTY OF CAMBRIA, to-wit:

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 2022, by LORI JANE CALDWELL.

Savanah Pritt
Notary Public

My commission expires: JUNE 21 2023
Notary registration number: 1352028

Commonwealth of Pennsylvania - Notary Seal
Savanah Pritt, Notary Public
Cambria County
My commission expires June 21, 2023
Commission number 1352028
Member, Pennsylvania Association of Notaries

[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____(SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

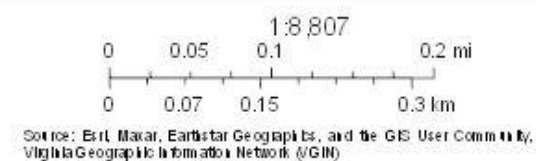
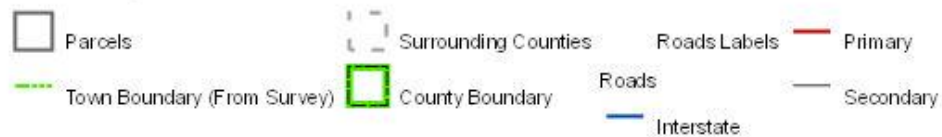
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 21 19 10

Parcel 21-19-10 located at 2442 Deep Creek Road, Palmyra, VA 22963



October 31, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB L

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Charles E. Carter & Linda J. Hughes				
MOTION(s):	I move to approve the open space agreement for Charles E. Carter and Linda J. Hughes for tax map parcel 49-A-51; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Charles E. Carter & Linda J. Hughes' executed open space agreement - Map of tax map parcel 49-A-51				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Carter, Charles E. & Hughes, Linda J.

2634 Hardware Road

Scottsville, VA 24590

Tax Map Parcel: 49-A-51

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 17th day of August, 2022, by and between Charles E. Carter & Linda J. Hughes, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of Fifteen (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Charles E. Carter (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 17th day of August,
2022, by Charles E. Carter.

[Signature]
Notary Public

My commission expires: January 31, 2025
Notary registration number: 7590457



Linda J. Hughes (SEAL)
Landowner

STATE OF Virginia

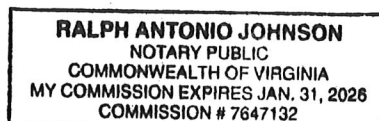
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of August,
2022, by Linda J. Hughes.

[Signature]
Notary Public

[SEAL]

My commission expires:
Notary registration number:



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

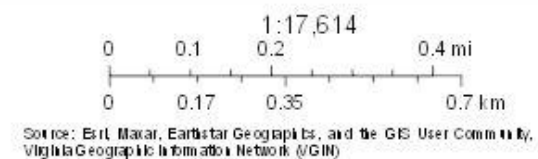
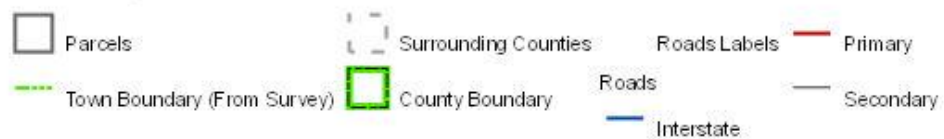
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 49 A 51

Parcel located between Shores Road and Mountain Hill Road in Palmyra, VA



October 31, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB M

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Robert A. Gunnell, Jr.				
MOTION(s):	I move to approve the open space agreement for Robert A. Gunnell, Jr. for tax map parcels 13-A-27A and 13-A-28A; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Robert A. Gunnell, Jr.'s executed open space agreement - Map of tax map parcels 13-A-27A & 13-A-28A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Gunnell, Robert A. Jr.

717 Jordan Store Road

Kents Store, VA 23084

Tax Map Parcel: 13-A-27A & 13-A-28A

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 15 day of August, 2022, by and between Robert A. Gunnell, Jr., party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 13-A-27A (4.24 acres)

13-A-28A (4.10 acres)

Totaling: 8.34 acres (Contiguous with larger qualifying parcels consisting of 27.168 acres currently in open space)

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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of _____
(15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Robert A. Gunnell, Jr.
Landowner



STATE OF Virginia

CITY/COUNTY OF Flovanna, to-wit:

The foregoing instrument was acknowledged before me this 15 day of August, 2022, by Robert A. Gunnell Jr.

Shaneeka T. Brown
Notary Public



My commission expires: 3/31/2023
Notary registration number: 7622505

Robert A. Gunnell, Jr. (SEAL)
Landowner

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

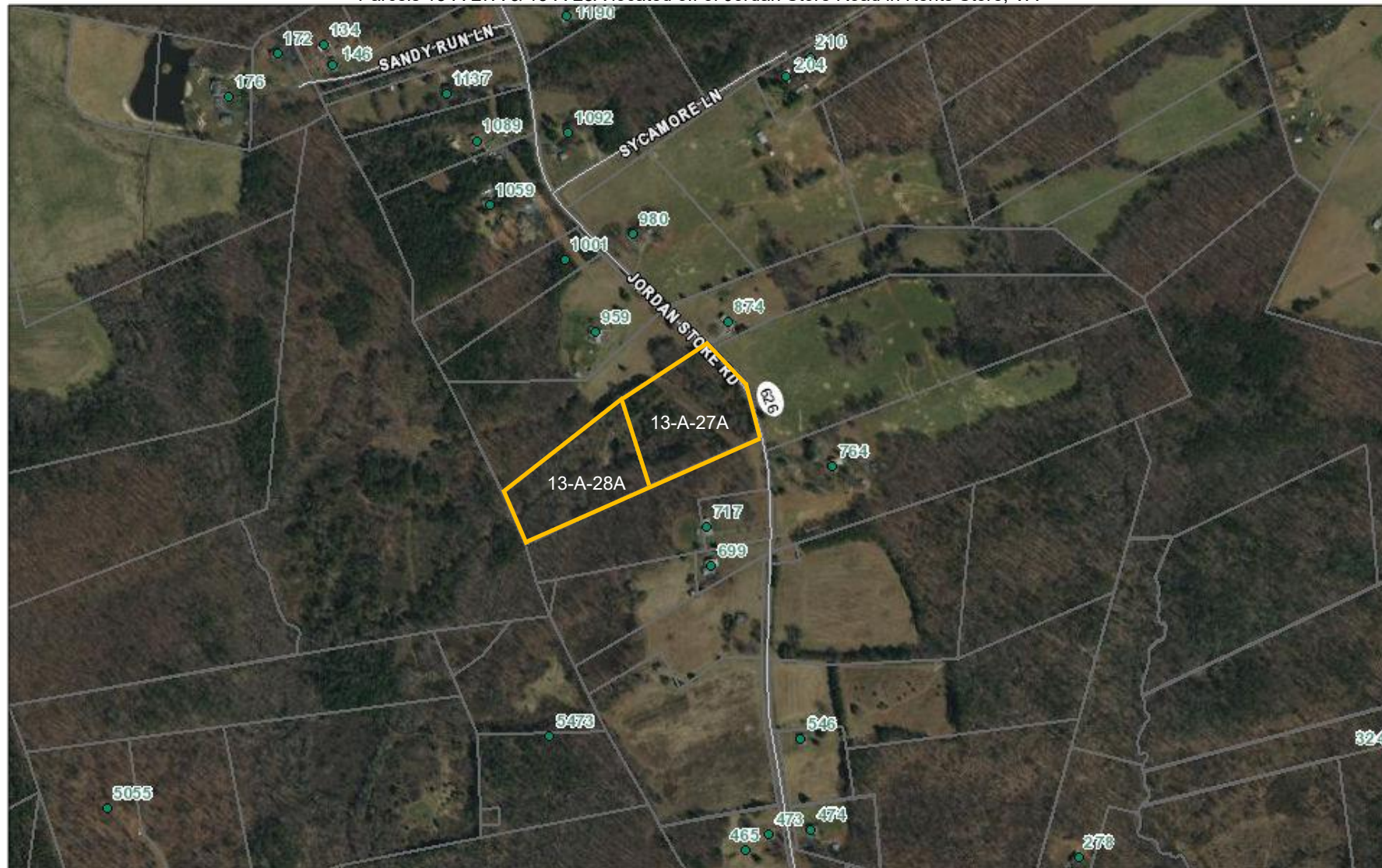
My commission expires:
Notary registration number:

Approved as to form:

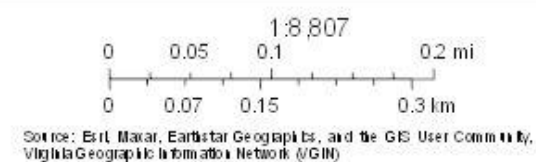
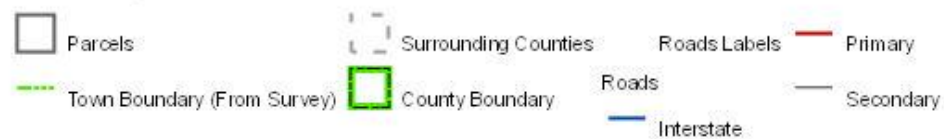
Fluvanna County Attorney

Fluvanna County, VA WebGIS

Parcels 13-A-27A & 13-A-28A located off of Jordan Store Road in Kents Store, VA



October 31, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Julia May Lacy				
MOTION(s):	I move to approve the open space agreement for Julia May Lacy for tax map parcel 60-A-53; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Julia May Lacy's executed open space agreement - Map of tax map parcel 60-A-53				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Lacy, Julia May

9500 Fairfax Blvd., Apt. 2431

Fairfax, VA 22031

Tax Map Parcel: 60-A-53

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 16 day of August, 2022, by and between Julia May Lacy, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 60-A-53 (16.97 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of _____ (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Julia May Lacey (SEAL)
Landowner

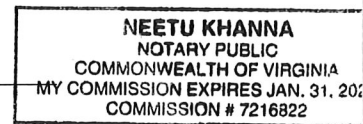
STATE OF VIRGINIA

CITY/COUNTY OF Fairfax, to-wit:



The foregoing instrument was acknowledged before me this 16th day of Aug, 2022, by Julia May Lacey.

Neetu Khanna
Notary Public



[SEAL]

My commission expires: Jan 31, 2026
Notary registration number: 7216822

Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

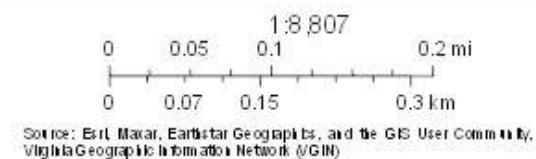
Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

Fluvanna County Attorney



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Shannon B. & Mark A. Marshall				
MOTION(s):	I move to approve the open space agreement for Shannon B. & Mark A. Marshall for tax map parcel 32-15-4A; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Shannon B. & Mark A. Marshall's executed open space agreement - Map of tax map parcel 32-15-4A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Shannon B. & Mark A. Marshall

693 Rising Sun Road

Palmyra, VA 222963

Tax Map Parcel: 32-15-4A

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 5th day of October, 2022, by and between Shannon B. & Mark A. Marshall, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 32-15-4A (10.17 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of fifteen (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

[Signature] (SEAL)
Landowner

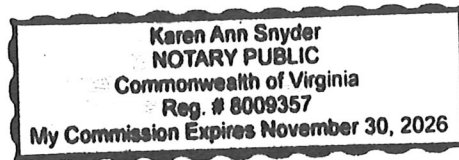
STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 8th day of October, 2022, by KAREN SNYDER.

[Signature]
Notary Public

My commission expires:
Notary registration number:



[SEAL]

[Signature] (SEAL)
Landowner

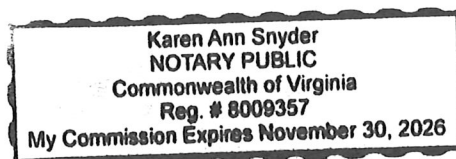
STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 8th day of October, 2022, by KAREN SNYDER.

[Signature]
Notary Public

My commission expires:
Notary registration number:



[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____(SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

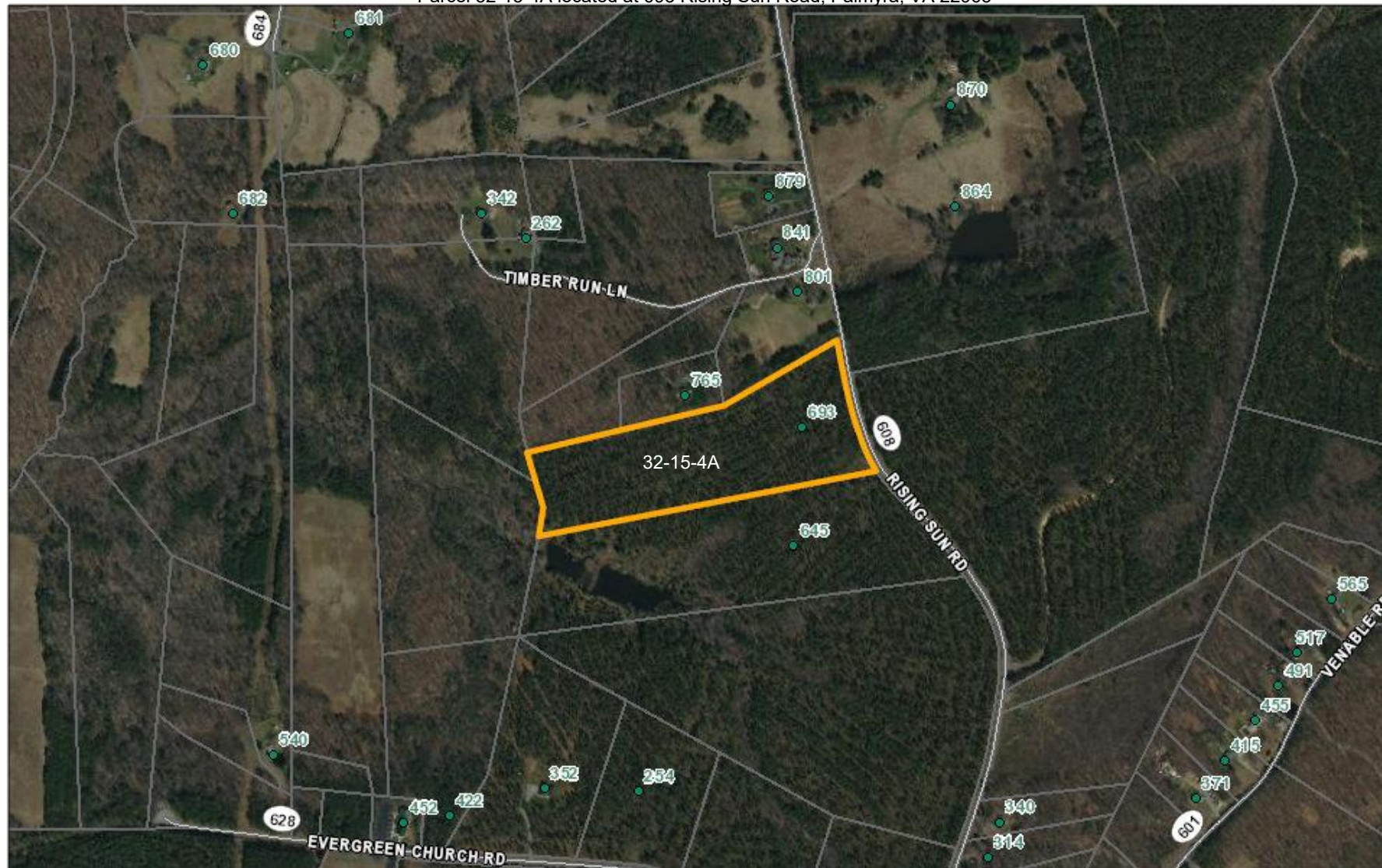
My commission expires:
Notary registration number:

Approved as to form:

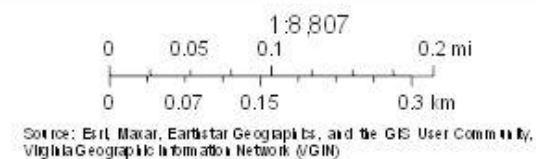
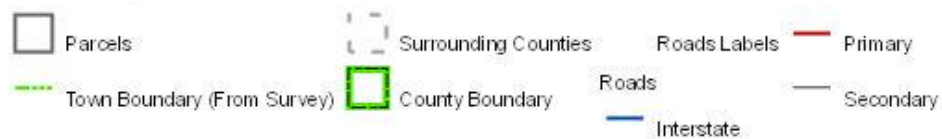
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 32 15 4A

Parcel 32-15-4A located at 693 Rising Sun Road, Palmyra, VA 22963



October 31, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Jessica S. Pace				
MOTION(s):	I move to approve the open space agreement for Jessica S. Pace for tax map parcel 36-22-9; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Jessica S. Pace's executed open space agreement - Map of tax map parcel 36-22-9				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Pace, Jessica S.

29 Rockfish Run Road

Scottsville, VA 24590

Tax Map Parcel: 36-22-9

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2022, by and between the Jessica S. Pace, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 36-22-9 (16.238 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of five (5) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Jessica Pace
Landowner



STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 19th day of September, 2022, by Jessica Pace.

Lauren R. Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____(SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

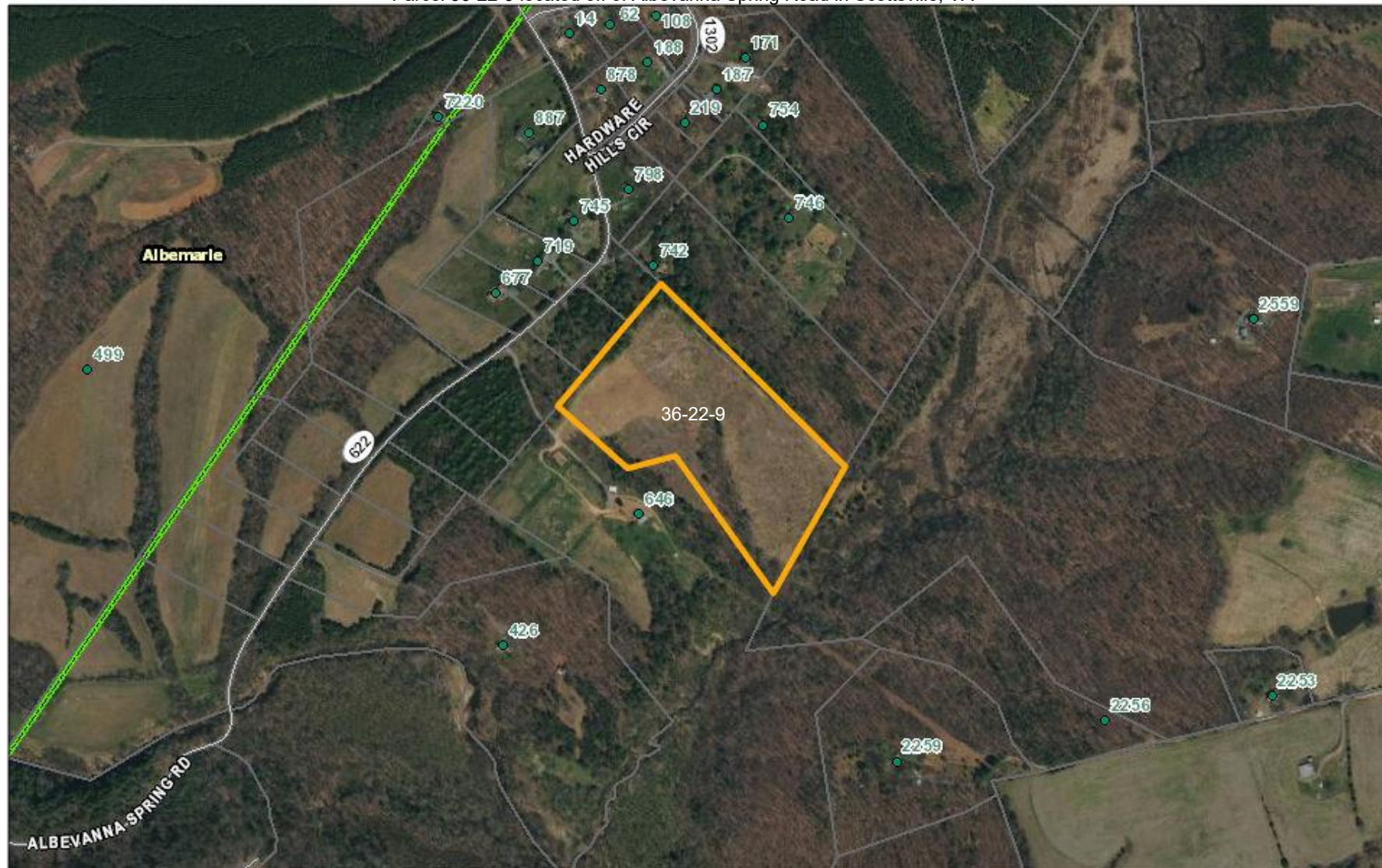
My commission expires:
Notary registration number:

Approved as to form:

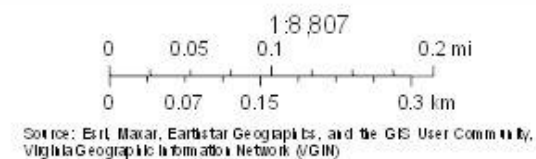
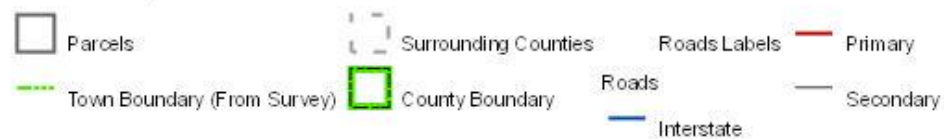
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 36 22 9

Parcel 36-22-9 located off of Albevanna Spring Road in Scottsville, VA



November 1, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Melissa & Adam Proffitt				
MOTION(s):	I move to approve the open space agreement for Melissa and Adam Proffitt for tax map parcel 38-15-3; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Melissa & Adam Proffitt's executed open space agreement - Map of tax map parcel 38-15-3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Melissa & Adam Proffitt

1879 Rolling Road South

Scottsville, VA 24590

Tax Map Parcel: 38-15-3

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 22 day of July, 2022, by and between Melissa & Adam Proffitt, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 38-15-3 (10.0 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of five (5) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Adam Proffitt

Landowner



STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 22 day of July, 2022, by Adam Proffitt

Lauren R. Sheridan

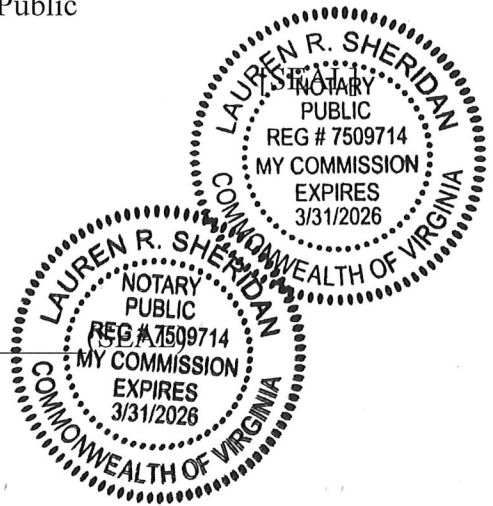
Notary Public

My commission expires: 3/31/2026

Notary registration number: 7509714

MS Proffitt

Landowner



STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 22 day of July, 2022, by Melissa Proffitt

Lauren R. Sheridan

Notary Public

[SEAL]

My commission expires: 3/31/2026

Notary registration number: 7509714

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

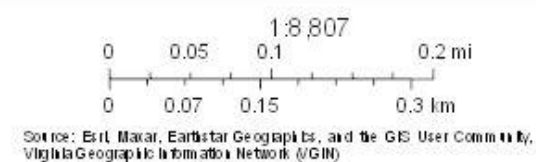
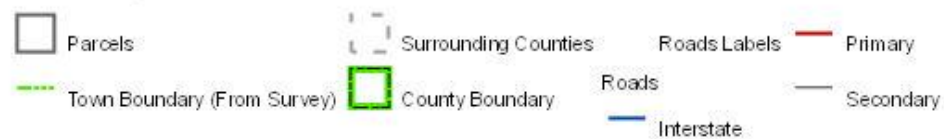
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 38 15 3

Parcel 38-15-3 located off of Rolling Road South in Scottsville, VA



October 31, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB R

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for Eric A. Shrieves				
MOTION(s):	I move to approve the open space agreement for Eric A. Shrieves for tax map parcels 21-13-15, 21-13-16 and 21-13-17; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Eric A. Shrieves' executed open space agreement - Map of tax map parcels 21-13-15, 21-13-16 & 21-13-17				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Shrieves, Eric A.

1126 Mountain Laurel Rd.

Palmyra, VA 22963

Tax Map Parcel: 21-13-15, 21-13-16 & 21-13-17

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2022, by and between Eric A. Shrieves, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 21-13-15 (<u>11.235</u>	acres)
21-13-16 (<u>10.69</u>	acres)
21-13-17 (<u>10.723</u>	acres)
Totaling: <u>32.648</u>	acres	

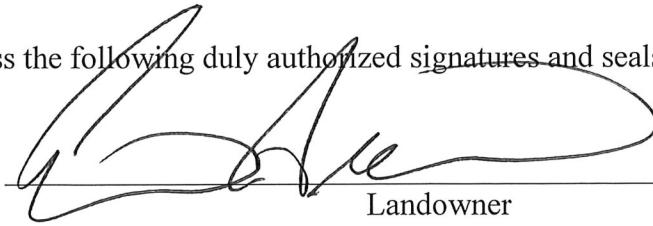
2. The Grantor agrees that during the term of this agreement:

- 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 term of Five (5) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

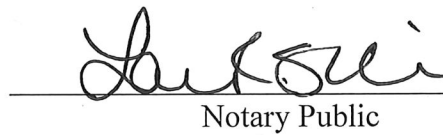

Landowner

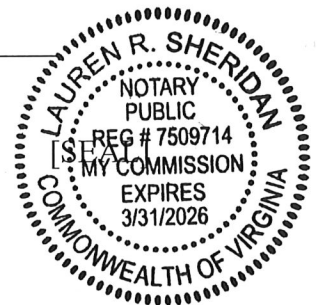


STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 22 day of August, ~~2022~~, by Eric Shrieves.


Notary Public



My commission expires: 3/31/2026
Notary registration number: 7509714

Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

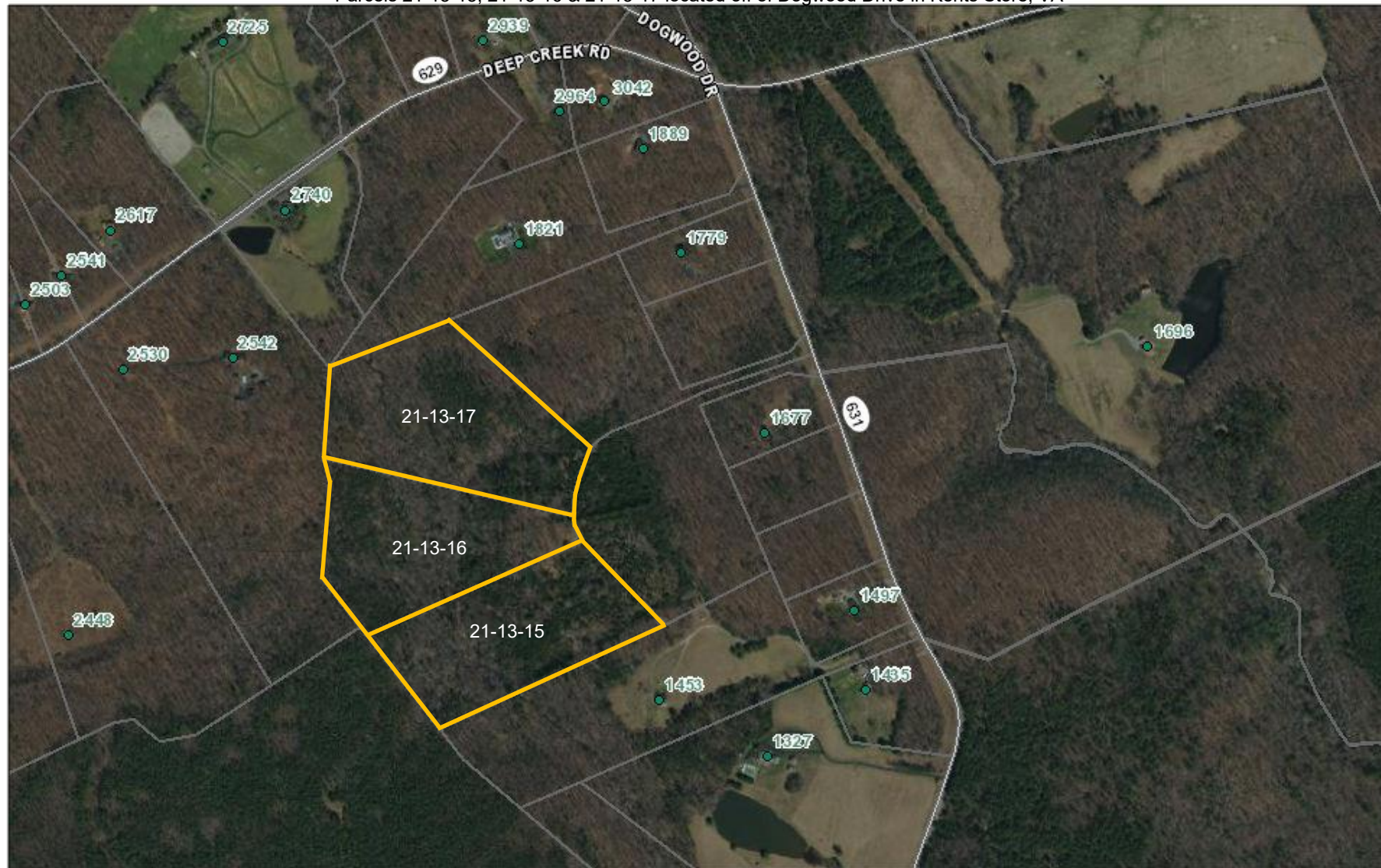
My commission expires:
Notary registration number:

Approved as to form:

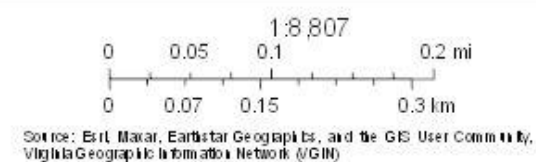
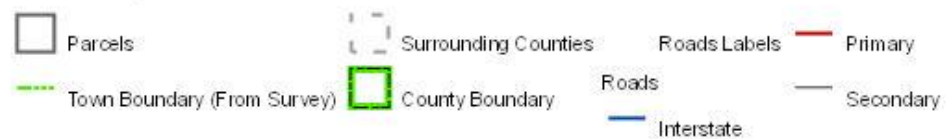
Fluvanna County Attorney

Fluvanna County, VA WebGIS

Parcels 21-13-15, 21-13-16 & 21-13-17 located off of Dogwood Drive in Kents Store, VA



October 31, 2022



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB S

MEETING DATE:	November 16, 2022				
AGENDA TITLE:	Approval of Open Space Agreement for the Staiger Living Trust				
MOTION(s):	I move to approve the open space agreement for the Staiger Living Trust for tax map parcel 20-A-9A; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Staiger Living Trust executed open space agreement - Map of tax map parcel 20-A-9A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Staiger Living Trust (Linda Faye Staiger, Trustee)

2949 Ridge Road

Palmyra, VA 22963

Tax Map Parcel: 20-A-9A

Return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 3 day of Sept, 2022, by and between the Staiger Living Trust (Linda Faye Staiger, Trustee), party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 foregoing recitals 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: 20-A-9A (17.24 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, storage, or accumulations 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's view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to 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 a 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 of 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 Flyvanna County Code. Thereafter, this agreement shall remain in effect for a term of fifteen (15) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

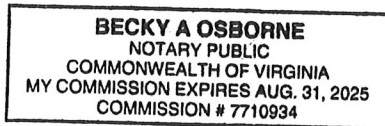
LINDA STAIGER LIVING TRUST

Linda Jay Staiger Trust (SEAL)
Landowner

STATE OF VIRGINIA

CITY/COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this 6 day of SEPT,
2022, by Linda Staiger.



Becky Osborne

Notary Public

[SEAL]

My commission expires: Aug 31, 2025
Notary registration number: 7710934

Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

Fluvanna County Attorney



Capital Reserve Maintenance Fund Request

TAB T

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$15,500.00** for the purpose(s) of:
removing cast iron piping that is leaking in the crawlspace and has deteriorated beyond repair.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 11/03/2022
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY23
Reserve Fund Purpose Category: Unexpected facility repairs or replacements		

Description of Project/Repair	Qty	Unit Price	Total Price
Sewer line repairs and installing clean out	1	\$15,500.00	\$15,500.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$15,500.00**

Description and justification for proposed use.

The line is currently leaking underneath the school.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 11/03/2022
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2022.11.09 08:31:02 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2022.11.09 10:26:42 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB U

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$7,800.00** for the purpose(s) of:
replacing the burnt out drive unit of the FCHS auditorium air handler and installing and new one.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 11/03/2022
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY23

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

Description of Project/Repair	Qty	Unit Price	Total Price
Replace and install new drive for air handler unit	1	\$7,800.00	\$7,800.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$7,800.00**

Description and justification for proposed use.

The current drive, which controls the air handler, gives it power, adjust the temperature, along with the overall functioning of how the unit runs on a daily basis, had wires and a board that "burnt" up.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 11/03/2022
---	--	---------------------------

Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2022.11.09 08:31:43 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2022.11.09 10:27:01 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

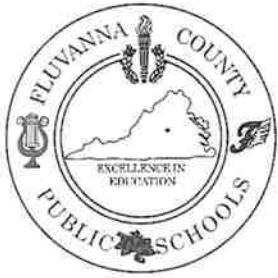
Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------

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

TAB V

MEETING DATE:	November 16, 2022																																		
AGENDA TITLE:	FY23 FCPS Grants Supplemental Appropriation																																		
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$480,497.78 to the Fluvanna County Public Schools FY23 budget for funds received from State and Federal sources.																																		
BOS GOALS?	Yes	No	If yes, list goals(s):																																
		X																																	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																														
				X																															
STAFF CONTACT(S):	Tori Melton, Director of Finance Brenda Gilliam, Executive Director for Instruction and Finance																																		
PRESENTER(S):	Brenda Gilliam, Executive Director for Instruction and Finance																																		
RECOMMENDATION:	I recommend approval of the motion as stated above.																																		
TIMING:	Routine																																		
DISCUSSION:	<p>Fluvanna County Public Schools has received \$480,497.78 in new FY23 grant funding from State and Federal revenue sources that were not included in the FY23 budget. The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY23 FCPS budget:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="text-align: left;">Revenue Category</th> <th style="text-align: right;">FY23 Adopted</th> <th style="text-align: right;">FY23 Revised</th> <th style="text-align: right;">FY23 Request</th> <th style="text-align: right;">FY23 Revised (NEW Total)</th> </tr> </thead> <tbody> <tr> <td>Local - County</td> <td style="text-align: right;">19,727,761</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: right;">19,727,761</td> </tr> <tr> <td>Other Local</td> <td style="text-align: right;">559,898.24</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: right;">559,898.24</td> </tr> <tr> <td>State</td> <td style="text-align: right;">28,016,387.54</td> <td style="text-align: center;">-</td> <td style="text-align: right;">480,497.78</td> <td style="text-align: right;">28,496,885.32</td> </tr> <tr> <td>Federal</td> <td style="text-align: right;">4,301,966</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: right;">4,301,966</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">52,606,012.78</td> <td style="text-align: center;">-</td> <td style="text-align: right;">480,497.78</td> <td style="text-align: right;">53,086,510.56</td> </tr> </tbody> </table>					Revenue Category	FY23 Adopted	FY23 Revised	FY23 Request	FY23 Revised (NEW Total)	Local - County	19,727,761	-	-	19,727,761	Other Local	559,898.24	-	-	559,898.24	State	28,016,387.54	-	480,497.78	28,496,885.32	Federal	4,301,966	-	-	4,301,966	TOTAL	52,606,012.78	-	480,497.78	53,086,510.56
Revenue Category	FY23 Adopted	FY23 Revised	FY23 Request	FY23 Revised (NEW Total)																															
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TOTAL	52,606,012.78	-	480,497.78	53,086,510.56																															
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$480,497.78 as outlined in the above table.</p> <p>There is no local County match required for these funds. In addition, this request is not for County Local funding carryover. Any requests for County Local funding carryovers will not occur until November 2022.</p>																																		

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FCPS Supplemental Appropriation Request				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963

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

TO: Eric Dahl, County Administrator, Fluvanna County

FROM: Brenda Gilliam, Executive Director for Instruction and Finance

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

DATE: October 21, 2022

RE: Non-Local Carryover

Fluvanna County Public Schools has non-local carryover funds that were not included in the FY2023 budget.

It is requested the funds be appropriated to the Schools as an increase in funds as outlined below:

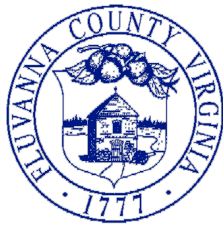
State- \$480,497.78
Federal- \$0.00
Other Local- \$0.00
Total= \$480,497.78

Funding Source	Year	Type	Category	Amount	Expiration
VPSA		State	Instruction	\$360,000.00	TBD
Blue Ridge Virtual Governor's School	2023	State	Instruction	\$58,782.21	2023
Project RETURN	2023	State	Instruction	\$37,876.01	2023
Security Grant Carryover	2022	State	Operations	\$23,839.56	2023
Total				\$480,497.78	

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

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

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input type="checkbox"/>	



COUNTY OF FLUVANNA

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MEMORANDUM

Date: November 16, 2022
From: Tori Melton – Director of Finance
To: Board of Supervisors
Subject: FY23 BOS Contingency Balance

The FY23 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$162,000
Less: Career Development Circuit Court Clear & Commissioner of Revenue	-15,393
Less: Comprehensive Safety Action Plan Grant – Safe Streets - TJPDC	-30,000
Less: Comprehensive Economic Development Strategy (CEDS) - TJPDC	-2,097.04
Less: 2022 Board of Supervisors Planning Retreat	-5,000
Available:	\$109,509.96

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Andrew Wills	October, 2022

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached (incl. Trades permits & SWMH)	2018	8	3	16	12	13	17	13	10	8	8	6	9	123
	2019	8	10	14	9	12	9	10	14	14	2	11	7	120
	2020	12	13	23	14	8	19	19	17	16	20	22	11	194
	2021	15	9	19	20	16	22	15	11	8	22	13	8	178
	2022	17	11	20	11	18	32	10	9	11	12	0	0	151
NEW - Single Family Attached (Town Homes)	2018	0	0	0	0	0	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0	0	0	0	0	0
	2020	0	0	0	0	1	6	0	0	6	0	0	5	18
	2021	6	0	0	0	0	0	0	0	0	0	0	0	6
	2022	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi Family (Apartments)	2018	0	0	0	0	0	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	5	0	0	0	0	5
Additions and Alterations	2018	19	6	10	19	8	13	26	25	32	42	22	21	243
	2019	35	33	37	27	38	38	44	34	34	36	35	31	422
	2020	37	38	23	30	30	22	27	20	30	34	35	23	349
	2021	28	14	43	39	31	40	30	29	26	30	35	33	378
	2022	33	48	60	45	47	50	51	63	45	63	0	0	505
* Trade permits count not in .														
Accessory Buildings	2018	2	3	3	6	2	1	4	2	1	2	2	2	30
	2019	2	4	6	4	4	3	3	8	2	8	4	4	52
	2020	2	4	4	4	5	5	1	7	8	3	5	1	49
	2021	1	3	3	6	3	6	1	3	2	4	4	2	38
	2022	3	4	13	6	5	2	5	4	5	3	0	0	50
Swimming Pools	2018	0	1	1	1	0	1	2	0	1	2	0	0	9
	2019	0	0	0	3	2	2	0	1	0	1	0	1	10
	2020	0	1	3	3	1	2	3	1	1	0	0	0	15
	2021	0	0	7	1	5	2	3	4	1	0	1	2	26
	2022	0	2	4	4	1	0	3	3	0	0	0	0	17
Commercial/ Industrial Build/Cell Towers	2018	0	0	0	0	0	2	0	0	0	0	0	0	2
	2019	0	0	1	1	0	2	0	0	0	0	0	0	4
	2020	0	0	1	0	1	0	0	3	0	0	2	0	7
	2021	1	0	1	0	0	0	1	0	0	0	2	0	5
	2022	0	0	0	0	0	2	3	2	0	2	0	0	9
TOTAL BUILDING PERMITS	2018	29	13	30	38	23	34	45	37	42	54	30	33	408
	2019	45	47	58	44	56	54	57	57	50	48	50	43	609
	2020	51	56	54	51	46	54	50	48	63	57	54	40	624
	2021	51	26	73	66	55	70	50	47	37	56	55	45	631
	2022	54	65	97	66	71	86	72	77	61	80	0	0	729
* Trade permits count not included as in previous years														
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2018	\$2,451,433	\$1,075,551	\$3,544,096	\$2,153,241	\$3,834,995	\$5,693,348	\$3,156,593	\$4,929,005	\$3,637,992	\$1,791,222	\$2,169,284	\$2,421,169	\$ 37,107,929
	2019	\$1,991,054	\$2,502,719	\$5,639,238	\$4,695,173	\$3,057,597	\$3,228,152	\$3,360,952	\$3,926,015	\$3,457,214	\$2,636,194	\$3,148,369	\$2,960,579	\$ 40,603,256
	2020	\$2,292,161	\$3,206,055	\$7,238,708	\$2,997,448	\$2,245,441	\$4,389,903	\$3,644,002	\$5,555,492	\$5,271,906	\$4,201,357	\$3,513,834	\$2,954,193	\$ 47,506,500
	2021	\$5,397,000	\$1,687,484	\$2,506,869	\$4,952,702	\$3,473,256	\$5,766,891	\$2,885,146	\$2,053,053	\$2,046,134	\$3,637,390	\$4,633,868	\$2,712,396	\$ 41,734,789
	2022	\$5,073,054	\$3,017,155	\$5,012,175	\$2,937,240	\$5,654,955	\$9,371,750	\$11,374,772	\$17,974,068	\$2,743,309	\$4,363,026	\$0	\$0	\$ 67,521,504

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
LAND DISTURBING PERMITS ISSUED														
LAND DISTURBING PERMITS	2018	10	4	16	13	11	17	13	7	9	6	7	8	121
	2019	8	12	16	9	14	10	12	14	13	2	11	8	129
	2020	11	10	26	13	8	24	13	19	20	19	13	16	192
	2021	22	10	18	20	18	22	16	11	4	23	13	8	185
	2022	16	13	19	11	18	34	11	10	8	13	0	0	153
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2018	163	148	173	186	215	176	164	220	144	221	154	141	2,105
	2019	237	207	232	297	305	246	324	332	295	298	204	216	3,193
	2020	213	197	302	369	371	304	434	368	439	464	407	412	4,280
	2021	430	349	465	431	402	426	333	355	419	453	422	356	4,841
	2022	304	414	551	449	439	486	594	589	523	400	0	0	4,749
FEES COLLECTED														
Building Permits	2018	\$8,988	\$4,311	\$9,939	\$14,765	\$13,796	\$23,633	\$14,993	\$8,748	\$10,826	\$12,613	\$9,556	\$14,570	\$ 146,738
	2019	\$11,377	\$13,617	\$14,005	\$14,308	\$11,228	\$16,260	\$13,778	\$18,772	\$14,375	\$8,468	\$14,747	\$11,059	\$ 161,994
	2020	\$12,863	\$15,468	\$18,152	\$16,803	\$13,147	\$28,068	\$23,193	\$28,887	\$24,237	\$19,359	\$15,359	\$15,871	\$ 231,407
	2021	\$18,733	\$15,400	\$15,654	\$21,333	\$16,184	\$23,031	\$27,000	\$11,923	\$9,144	\$20,620	\$15,563	\$9,211	\$ 203,766
	2022	\$21,100	\$19,347	\$23,488	\$15,404	\$19,739	\$23,621	\$18,713	\$54,782	\$11,348	\$34,994	\$0	\$0	\$ 242,536
Land Disturbing Permits	2018	\$1,450	\$5,975	\$1,890	\$1,625	\$1,625	\$2,850	\$1,625	\$1,175	\$1,125	\$875	\$10,675	\$2,150	\$ 33,040
	2019	\$1,000	\$1,500	\$1,625	\$1,125	\$3,553	\$1,250	\$2,975	\$6,556	\$1,920	\$250	\$1,375	\$1,125	\$ 24,251
	2020	\$1,375	\$1,250	\$6,365	\$1,625	\$1,000	\$3,000	\$2,125	\$8,369	\$2,500	\$2,375	\$4,294	\$1,875	\$ 36,153
	2021	\$5,678	\$1,250	\$14,463	\$2,500	\$2,250	\$2,750	\$13,581	\$2,824	\$500	\$4,848	\$1,625	\$1,000	\$ 53,268
	2022	\$2,000	\$2,050	\$9,963	\$1,375	\$2,250	\$10,014	\$1,375	\$2,175	\$27,725	\$3,649	\$0	\$0	\$ 62,076
Zoning Permits/ Proffers	2018	\$1,400	\$800	\$1,750	\$1,600	\$1,400	\$2,200	\$2,050	\$1,400	\$1,050	\$1,400	\$700	\$1,400	\$ 17,150
	2019	\$1,200	\$1,800	\$2,200	\$1,550	\$2,050	\$1,350	\$1,950	\$2,300	\$1,700	\$1,150	\$1,450	\$1,400	\$ 20,100
	2020	\$1,650	\$1,600	\$3,000	\$1,700	\$15,550	\$3,050	\$2,350	\$2,300	\$2,900	\$2,850	\$1,600	\$1,700	\$ 26,250
	2021	\$2,150	\$1,150	\$3,650	\$2,950	\$2,650	\$3,400	\$2,450	\$1,850	\$1,300	\$2,900	\$1,900	\$1,150	\$ 27,500
	2022	\$1,900	\$1,400	\$3,900	\$1,650	\$2,300	\$3,900	\$1,800	\$1,500	\$1,500	\$2,000	\$0	\$0	\$ 21,850
TOTAL FEES	2018	\$11,838	\$11,086	\$13,579	\$17,990	\$16,821	\$28,683	\$18,668	\$11,323	\$13,001	\$14,888	\$20,931	\$14,120	\$ 196,928
	2019	\$13,577	\$16,917	\$17,830	\$16,983	\$16,831	\$18,860	\$18,703	\$27,628	\$17,995	\$9,868	\$15,028	\$13,584	\$ 203,804
	2020	\$15,888	\$18,318	\$27,517	\$20,128	\$15,697	\$34,118	\$27,668	\$39,556	\$29,637	\$24,584	\$24,584	\$19,446	\$ 293,810
	2021	\$26,561	\$17,800	\$33,767	\$26,783	\$21,084	\$29,181	\$43,031	\$16,597	\$10,944	\$28,368	\$24,584	\$11,361	\$ 290,061
	2022	\$25,001	\$22,797	\$37,351	\$18,429	\$24,289	\$37,535	\$21,888	\$58,547	\$40,073	\$40,643	\$0	\$0	\$ 326,553



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

Date: November 16, 2022
From: Tori Melton – Director of Finance
To: Board of Supervisors
Subject: FY23 Capital Reserve Balances

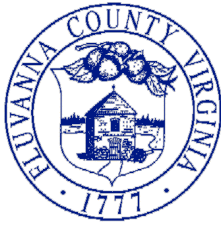
The FY23 Capital Reserve account balances are as follows:

County Capital Reserve:

FY22 Carryover	\$512,518
FY23 Budget Allocation:	\$250,000
Less: Fluvanna County District Court Microphone System Replacement	-5,963
Less: Ground Water Well Monitoring at Convenience Center	-27,050
Less: Public Safety Building 5 ton heat pump	-6,408
Less: Generator at Carysbrook Fuel Pumps	-30,000
Less: 4 ton heat pump at Fluvanna County Community Center	-8,522.36
Less: HVAC leaking evaporator coil at the Fluvanna County Library	-6,301.01
FY23 Available:	\$678,273.63

Schools Capital Reserve:

FY22 Carryover	\$387,600
FY23 Budget Allocation:	\$200,000
Less: FCHS Tennis Court Repair	-63,100
Less: Emergency Radios for FCPS School and Departments	-23,910
Add: Closed CRM Project – 08/27/2022	4,884
Less: Central Elementary purchase of 3 HVAC chiller fans	-10,560
Less: Central Elementary HVAC Chiller replacing failed parts	-11,090
Less: FCHS main chiller	-6,740
Less: Fluvanna Middles School HVAC Chiller	-9,178
Add: Insurance recovery from VACORP for vandalism at FMS	38,498.27
Less: Repair and updating equipment at FMS due to vandalism	-38,498.27
Less: Central Fire Control System	-4,460
Less: FCHS Hot Water Heater	-4,435
Less: FCHS Track Surface	-16,850
Less: FMS Fire Control Main Board	-4,990
Less: FMS Fire Control System	-5,275
FY23 Available:	\$431,896



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MEMORANDUM

Date: November 16, 2022
From: Tori Melton – Director of Finance
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY22 Year End (Unaudited) Unassigned Fund Balance:	\$13,835,655
Less: Palmyra Village Streetscape Project 10.19.22	-317,831
Current (Unaudited) Unassigned Fund Balance:	\$13,517,824

*Audited FY22 Year End Unassigned Fund Balance will be available upon Completion of the FY22 Comprehensive Annual Financial Report

