

AGENDA
FLUVANNA COUNTY BOARD OF SUPERVISORS
Regular Meeting
Circuit Courtroom
Fluvanna Courts Building
October 5th 2011
2:00 p.m.

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

2-REPORTS

Jay Scudder, County Administrator

3-PUBLIC COMMENTS #1 (5 minutes each)

4-CONSENT AGENDA

TAB F Minutes of September 21st, 2011 – Mary Weaver, Clerk to the Board of Supervisors
TAB G Letter of Support for Urban/Residential Cost Share Program – Jay Scudder, County Administrator

5-ACCOUNTS PAYABLE

TAB H Renee Hoover, Finance Director

6-PUBLIC HEARING

None

7-PRESENTATIONS (normally not to exceed 10-minute limitation)

TAB I JAUNT's Annual Report – Donna Shaunesey, JAUNT Executive Director
TAB J Central Virginia Regional Jail Expansion Update – Glenn Aylor, Superintendent
Blue Ridge Mass Appraisal Reassessment Presentation – Matthew P. Hickey, Vice President Blue Ridge
Mass Appraisal Company, LLC

8-ACTION MATTERS

TAB K Contract for webGIS Services & Site Enhancements – Darren Coffey, Planning Director
TAB L Town of Columbia Request for Services – Pat Groot, Grants Administrator
TAB M Contract approval for DeltAlert, Emergency/Mass Notification Vendor – Tammy Johnson,
Communications Director
TAB Mc Thomas Jefferson Regional Brownfield Assessment and Planning Grant – Pat Groot, Grants
Administrator/Darren Coffey, Planning Director

9-OLD BUSINESS

TAB N Economic Development Position Description – Jay Scudder, County Administrator

10-NEW BUSINESS

11-PUBLIC COMMENT #2 (5 minutes each)

12-CLOSED MEETING

Discuss Real Property Acquisition

13-ADJOURN

For the Hearing-Impaired – there is a listening device available at 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 call the County Administrator's Office at 591-1910 and relay your request.

Pledge of Allegiance

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

ORDER

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

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MOTION: I move the minutes of the Fluvanna County Board of Supervisors for Wednesday, September 21st, 2011 be adopted.

AGENDA **BOARD OF SUPERVISORS** **DATE: October 5th, 2011**

SUBJECT: Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.

RECOMMENDATION: Approval

TIMING: Routine

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

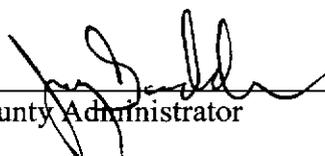
DISCUSSION: None

LEGISLATIVE HISTORY: None

Staff: Mary L. Weaver, Clerk to the Board of Supervisors

County Administrator's Use Only

Comments:



Jay Scudder, County Administrator

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom
Fluvanna Courts Building
September 21st, 2011
7:00 p.m.**

MEMBERS PRESENT: John Y. Gooch, Chairman
Shaun V. Kenney, Vice-Chairman
Donald W. Weaver
Mozell H. Booker
Joe Chesser
Chris Fairchild

ALSO PRESENT: Jay Scudder, County Administrator
Fred Payne, County Attorney
Darren K. Coffey, Director of Planning
John Robins, Public Works Director
Betty Scholl, Administrative Assistant, Part-time

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Chairman Gooch called the meeting of September 21st, 2011, to order at 7:00 p.m., in the Circuit Courtroom of the New Courts Building in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Gooch called for a moment of silence.

REPORTS

Mr. Jay Scudder, County Administrator, reported on the following topics:

- *New Employee* – Andrew Pompei was hired as a planner in the Planning Department.
- *Employee Picnic* – will be held on October 6, 2011, 5pm at Pleasant Grove Pole Barn.
- *Inaugural Wine Festival* – Chamber of Commerce Wine Festival on September 24, 2011, from 11am to 6pm at 151 Starlite Park.
- *Micro Enterprise Conference* – attended a Micro Enterprise conference at the Federal Reserve in Richmond with EDA's and EDC's.
- *Old Farm Day* – Saturday, October 1, 2011, from 9am to 4pm at Pleasant Grove.
- *Chamber After Hours* – October 13, 2011, from 5:30pm to 7:30pm at UVA, Bryant Hall.

PUBLIC COMMENTS #1

Chairman Gooch opened the floor for the first round of public comments.

- Elizabeth Franklin, Fluvanna Taxpayers Association – addressed the Board in reference to reassessment memo.
- Dennis Holder, Kents Store – addressed the Board in reference to reassessment memo, opposed to awarding Blue Ridge Appraisal Company, also spoke in reference to a hiring freeze.
- Adrian Miller, Rivanna District – addressed the Board in reference to Fluvanna helping Louisa with earthquake cleanup.

With no one wishing to speak, Chairman Gooch closed the first round of public comments.

CONSENT AGENDA

The following items were approved under the consent agenda:

MOTION:

Mr. Kenney moved to approve the consent agenda, which consisted of:

- Minutes of September 7th, 2011.
- Proclamation/Domestic Violence Awareness Month.

Mrs. Booker seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None

ACCOUNTS PAYABLE

None

PUBLIC HEARING

ZTA 11:02, Fluvanna County – Telecommunications Ordinance - An ordinance to amend and reenact portions of Chapter 22 of the Fluvanna County Code, with respect to the regulation of telecommunication facilities. The purpose of the proposed amendments is to establish general guidelines for the siting of telecommunications antenna support facilities used for wireless telecommunications and broadcast facilities, including the support facility, antenna(s), ground equipment, and accessory facilities related to telecommunications infrastructure. These amendments are necessary in order for the Board of Supervisors, Planning Commission, and Planning Department staff to allow for the effective and efficient deployment of telecommunication facilities throughout the County, while minimizing the unnecessary proliferation of such facilities, by allowing for increased structure heights and requiring colocation of facilities. Mr. Darren Coffey, Planning Director and Ms. Susan Rabold, CityScape Consultant, addressed the board in regards to this request. Ms. Rabold reviewed the proposed amendments and general guidelines for the siting of telecommunications antenna support facilities used for wireless telecommunication and broadcast facilities, including the support facility, antenna(s), ground equipment, and accessory facilities related to telecommunications infrastructure.

Chairman Gooch opened the public hearing.

- Elizabeth Franklin, Columbia District – addressed the Board in regards to likes and dislikes of this ordinance, should be fair to all citizens, no by-right for any concealed towers.
- Dennis Holder, Columbia District – addressed the Board in regards to citizens and property value that would be affected by this ordinance along with concerns on grammatical errors and definitions.
- Barry Bibb, Cunningham District – addressed the Board in support of this ordinance.

With no one else wishing to speak, Chairman Gooch closed the public hearing.

Discussion – Mr. Coffey reviewed with the Board the regulations and reasons for by-right and Special Use Permits.

MOTION:

Mr. Chesser moved to adopt the attached ordinance to amend and reenact portions of Chapter 22 of the Fluvanna County Code, with respect to the regulation of telecommunication facilities, including the repeal of Sections 22-17-14 and 14.1, and the addition of Article 27. Mr. Kenney seconded. The motion carried with a vote of 5-1. AYES: Gooch, Booker, Kenney, Fairchild and Chesser. NAYS: Weaver. ABSENT: None

PRESENTATIONS

Piedmont Virginia Community College Annual Report – Dr. Frank Friedman, PVCC President, discussed the enrollment growth and new programs that have been added and will be added in the future for the students.

Fluvanna County Library Annual Report for FY 11 – Ms. Cyndi Hoffman, Librarian, reviewed with the Board the increasing participation, collections, activities and new programs at the library.

ACTION MATTERS

Rebidding of Fork Union Firehouse – Mr. John Robins, Public Works Director, addressed the Board regarding this item. The bids for this project came in well over budget. Mr. Robins suggested having the architect redesign this project to get it into the budgeted amount and advertise for rebidding.

MOTION:

Mrs. Booker moved to reject all bids received for the construction of the Fork Union Firehouse due to their being significantly over budget and to direct the architect, DJG, Inc., to complete a modified design to advertise for rebidding. Mr. Kenney seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None

Wireless Telecommunications Facilities Master Plan – Mr. Darren Coffey, Planning Director, addressed the Board regarding this item. This item is closely related to the Telecommunications Ordinance that was approved earlier. Mr. Coffey requested the Board to formally adopt the Master Plan. Mr. Fred Payne, County Attorney, mentioned that this plan will provide guidance in applying the Telecommunications Ordinance.

MOTION:

Mr. Chesser moved to adopt the Wireless Telecommunications Facilities Master Plan as prepared by CityScape Consultants, Inc. and dated July 20, 2011 to establish general guidelines for the siting of telecommunications antenna support facilities used for wireless telecommunications and broadcast facilities including the support facility, antenna(s), ground equipment, and accessory facilities related to telecommunications infrastructure. Mrs. Booker seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None

OLD BUSINESS

Committee Report & Recommended Action for Awarding a Reassessment Firm for the 2013 General Reassessment – Mr. Jay Scudder, County Administrator, reviewed with the Board the selection process the committee used to select the candidates for the reassessment. The committee chose to interview Wampler & Eanes and Blue Ridge Mass Appraisal. The committee recommended Blue Ridge Mass Appraisal as the firm to use.

After some discussion the Board made the following motion:

MOTION:

Mr. Kenney moved to accept Blue Ridge Mass Appraisal bid. Mr. Weaver seconded. The motion carried with a vote of 5-1. AYES: Gooch, Booker, Kenney, Fairchild and Weaver. NAYS: Chesser. ABSENT: None

Economic Development Business Plan – Mr. Chesser suggested that a subcommittee be appointed to review and update the Economic Development Business Plan and to discuss the Economic Development Director position. Chairman Gooch appointed the following individuals to an Economic Development subcommittee: Mr. Joe Chesser, Mr. Shaun Kenney, Mr. Steve Scott, Mr. Darren Coffey and a Chamber of Commerce Representative. The Board directed the County Administrator to present a plan to hire an Economic Development Director along with a position description at the October 5, 2011 meeting.

Aqua Virginia – Mr. Weaver asked how the Aqua Virginia discussions were going. Mr. Chesser reviewed with the Board the different options that were being examined.

NEW BUSINESS

Mrs. Booker asked about a section of road that Emergency vehicles couldn't reach.

PUBLIC COMMENTS #2

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

- Mel Sheridan, Columbia District – addressed the Board in regards to keeping the Reassessment Committee together during the reassessment to get progress updates.
- Len Gardner, Rivanna District – addressed the board in regards to wireless clip-on microphones.
- Dennis Holder, Columbia District – addressed the Board in regards to hiring an Economic Development Director.

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

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING:

At 9:57 p.m., Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 of the Code of Virginia, 1950, as amended, for the purpose of discussing legal matters. Mr. Kenney seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None.

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

At 10:45 p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session. Mr. Fairchild seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None.

MOTION:

At 10:46 p.m., the following resolution was adopted by the Fluvanna County Board of Supervisors, following a closed meeting held Wednesday, September 21st, 2011, on motion of Mr. Weaver, seconded by Mr. Chesser and carried by the following vote: AYES: Gooch, Kenney, Booker, Chesser, Fairchild and Weaver. NAYS: None. ABSENT: None.

“**BE IT RESOLVED** to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.”

MOTION:

Mr. Fairchild moved to accept the contract amendments proposed by the SPCA for the contract for pound services as shown in the document dated effective October 1, 2011 attached. Mrs. Booker seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Fairchild, Chesser and Kenney. NAYS: None. ABSENT: None.

ADJOURN

MOTION:

At 10:47 p.m., Chairman Gooch adjourned the meeting of Wednesday, September 21st, 2011.

John Y. Gooch, Chairman

AN ORDINANCE TO AMEND AND REENACT PORTIONS OF CHAPTER 22 OF THE FLUVANNA COUNTY CODE WITH RESPECT TO THE REGULATION OF TELECOMMUNICATION FACILITIES INCLUDING THE REPEAL OF SECTIONS 22-17-14 AND 14.1, AND THE ADDITION OF ARTICLE 27.

BE IT ORDAINED BY THE FLUVANNA COUNTY BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2285, that the Fluvanna County Code be, and it is hereby, amended as follows:

~~Sec. 22-17-14. Height regulations applicable to certain structures.~~

~~Notwithstanding any other provisions of this chapter limiting the height of structures, public and semipublic communications structures and public utility structures, not including buildings, may be erected to a maximum height of 125 feet, including antennae, with the approval of a special use permit pursuant to section 22-17-4 of this chapter, upon a showing by the applicant of the following:~~

- ~~(1) The additional height is required for the facility in question for specific identifiable reasons of a scientific or engineering nature; and~~
- ~~(2) The height at which the proposed structure is to be erected is the minimum height which will reasonably achieve the intended purpose and use of the facility; and~~
- ~~(3) The proposed installation and structure will not endanger the safety of adjoining property owners; and~~
- ~~(4) The proposed structure will not be of substantial detriment to adjacent property and the character of the district will not be changed as a result of the erection of the structure; and~~
- ~~(5) In the case of structures other than single poles, the structure which is proposed is the minimum structure which is adequate for the provision of the service proposed, and a single pole cannot be substituted therefore for specific, identifiable reasons, other than cost.~~

~~The governing body may permit such structures to be constructed to a height greater than 125 feet upon showing the foregoing and, in addition, upon a finding that either (a) such additional height is necessary to provide essential public safety services which cannot reasonably be provided at a lesser height; or (b) such additional height will reasonably facilitate collocation of wireless communications antenna on an existing structure. For purposes of this section, the term "public safety services" shall be deemed to include (a) the Sheriff of the County; (b) the Virginia State Police; (c) any other police agency established under the laws of the Commonwealth and certified by the Sheriff as providing public police services within the County; and (d) fire and/or emergency medical services companies and departments as defined in Virginia Code Section 27-8.1. (Ord. 8-2-06)~~

Sec. 22-17-14.1. Special provisions related to amateur radio antennas.

An amateur radio antenna may be deemed to be an accessory structure to any permitted use, provided that the same shall conform to the definition of accessory structure. The maximum height regulations set forth in the district in which such antenna is located and in Sec. 22-17-14 shall not apply to any such antenna; provided that such antenna shall be the minimum height which will reasonably achieve its intended purpose as permitted by the Federal Communications Commission. There shall be no restriction of the number of support structures for such antenna. Reasonable and customary engineering practices shall be followed in the erection of such antennas. Any person erecting any such antenna shall provide to the zoning administrator a statement from a licensed professional engineer certifying that such erection conforms to reasonable and customary engineering practices. The zoning administrator shall require that each such antenna be so located as to protect adjacent properties and uses in consideration of its design. The zoning administrator may require reasonable screening of each such antenna from adjacent properties. (Ord. 6-15-05)

Article 27. Regulation of Telecommunications Facilities.

Sec. 22-27-1. Statement of intent.

The purpose of this article is to establish general guidelines for the siting of telecommunications antenna support facilities (TASFs) used for wireless telecommunications and broadcast facilities including the support facility, antenna(s), ground equipment, and accessory facilities related to telecommunications infrastructure.

The purpose and intent of this article is to promote the health, safety, and general welfare of the public, including but not limited to, such instances as:

- Potential injury to people around an antenna support facility and their appurtenant compounds;
- Potential damage to property;
- Potential injury and damage to low-flying public and private aircraft; and
- Potential negative economic impacts on the heritage and scenic tourist industry.

Further, the goals of this article are to:

- (1) Minimize the impacts of telecommunication antenna support facilities (TASFs) on surrounding land uses by establishing standards for location, structural integrity, and compatibility;
- (2) Avoid potential injury to persons and properties from telecommunication antenna support facility (TASF) failure and ice hazards through structural standards and setback requirements;

- (3) Preserve the scenic and visual character of the geographic area by encouraging the location, design and architectural treatment of TASFs to avoid the disruption of the natural and built environment, and to insure harmony and compatibility with surrounding land use patterns;
- (4) Facilitate the provision of telecommunication services to residents, businesses, and visitors;
- (5) Provide a uniform and comprehensive framework for evaluating proposals for TASFs;
- (6) Encourage builders and tenants of TASFs and antennas to locate them, to the extent possible, in areas where the visual impact on the community is minimal;
- (7) Encourage the location and colocation of telecommunication equipment on existing TASFs thereby minimizing new visual, aesthetic, and public safety impacts, effects upon the natural environment and wildlife, and to reduce the need for additional TASFs;
- (8) Accommodate the growing need and demand for telecommunication services;
- (9) Encourage coordination between suppliers and providers of telecommunication services;
- (10) Establish predictable and balanced codes governing the construction and location of TASFs, within the confines of permissible local regulations;
- (11) Establish review procedures to ensure that applications for TASFs are reviewed and acted upon within a reasonable period of time;
- (12) Respond to the policies embodied in the Telecommunications Act of 1996, if applicable, in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services;
- (13) Encourage the use of public lands, buildings, and emergency services facilities as locations for telecommunications infrastructure demonstrating where possible concealed technologies and revenue generating methodologies; and
- (14) Consideration of and compatibility with the goals and objectives of the County's Comprehensive Plan.

Sec. 22-27-2. Existing telecommunications antenna support facilities.

Telecommunications antenna support facilities (TASFs) existing or permitted prior to the adoption of this Article shall be subject to the provisions of Article 16 of this ordinance.

Sec. 22-27-3. Exempt telecommunications antenna support facilities.

The following items are exempt from the provisions of this Article; notwithstanding any other provisions:

- (1) Satellite earth stations that are one meter or less in diameter in all residential zoning districts and two meters or less in all other zoning districts; and
- (2) A government-owned TASF:
 - A) upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the County designee; except that such facility must comply with all federal and state requirements; and
 - B. erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide telecommunications for public health and safety;
- (3) A temporary, commercial antenna support facility, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the County and approved by the County; except that such facility must comply with all federal and state requirements. The telecommunications antenna support facility may be exempt from the provisions of this division up to three (3) months after the duration of the state of emergency; and
- (4) A temporary, commercial antenna support facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to administrative zoning approval by the County, except that such facility must comply with all federal and state requirements. Said telecommunications antenna support facility will be exempt from the provisions of this division up to one week after the duration of the special event.

Sec. 22-27-4. Applicability.

This Article shall apply to the development activities including installation, construction, or modification of all TASFs including but not limited to:

- (1) Antenna support facilities used for amateur radio station antennas;
- (2) Existing TASFs;
- (3) Proposed TASFs (concealed and non-concealed);
- (4) Public antenna support facilities;
- (5) Replacement of existing TASFs;
- (6) Mitigation of TASFs;
- (7) Colocation on an existing TASF;
- (8) Attached antenna (concealed and non-concealed);
- (9) Broadcast facilities; and
- (10) Wireless broadband facilities.

Sec. 22-27-5. Abandonment and/or discontinued use.

In the case of any TASF which was erected pursuant to the provisions of this Article, notice shall be provided to the Department of Planning and Community Development when the use of a telecommunications antenna support facility is discontinued. If the use of the telecommunications antenna support facility has been discontinued for a continuous period of two years, then the TASF owner/operator or the property owner shall remove the telecommunications antenna support facility, but not including the base (foundation), within ninety (90) days of removal notification by the County.

An owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The County may extend the time for removal or reactivation up to sixty (60) additional days upon a showing of good cause. If the TASF and all attachments thereto are not removed within this time, the County may give notice that it will contract for removal within thirty (30) days following written notice to the owner. Thereafter, the County may cause removal of the TASF with costs being borne by the owner.

Upon removal of the TASF, antenna, and equipment compound, the development area shall be returned to the extent possible to its natural state, with topography and vegetation consistent with the natural surroundings or consistent with the current uses of the surrounding or adjacent land at the time of removal.

Sec. 22-27-6. Definitions.

For purposes of this Article 27, the following terms shall be defined as follows:

ABANDONED: Any antenna support facility without any mounted transmitting and/or receiving antennas in continued use.

ALTERNATIVE STRUCTURE: A facility that is not primarily constructed for the purpose of supporting antennas but on which one or more antennas may be mounted. Alternative facilities include, but are not limited to, buildings, water tanks, light stanchions, pole signs, billboards, church steeples and electric power transmission antenna support facilities.

AMATEUR RADIO TOWER: Any antenna support facility used for amateur radio transmissions consistent with the "Complete FCC U.S. Amateur Part 97 Rules and Regulations" for amateur radio facilities.

ANCILLARY STRUCTURE: For the purposes of this Article, any form of development associated with a telecommunications facility, including but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; however, specifically excluding equipment cabinets.

ANTI-CLIMBING DEVICE: A piece or pieces of equipment, which are either attached to an antenna support facility, or which are freestanding and are designed to prevent people from climbing the facility. These devices may include but are not limited to fine mesh wrap around facility legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

ANTENNA: Any apparatus designed for the transmitting and/or receiving of electromagnetic waves, including but not limited to: telephonic, radio or television telecommunications. Types of antenna include, but are not limited to: omni-directional (whip) antennas, sectionalized (panel) antennas, multi or single bay (FM & TV), yagi, or parabolic (dish) antennas. (In most AM broadcast station situations the antenna support facility(s) is/are the antennas(s)).

ANTENNA ARRAY: A group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support facility for the sole purpose of transmitting or receiving electromagnetic waves.

ANTENNA ELEMENT: Any independent single unit which individually or collectively with other elements comprise a transmit/receive antenna.

ANTENNA SUPPORT FACILITY: A vertical projection composed of metal or other material with or without a foundation that is designed for the express purpose of accommodating antennas at a desired height. Antenna support facilities do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than twenty (20) feet. Types of support facilities include but are not limited to the following: guyed, lattice, monopole, concealed flag pole, slick stick, faux tree, faux fire tower, light stanchion facilities.

ANTENNA SUPPORT FACILITY BASE: The foundation, usually concrete, on which the antenna support facility and other support equipment are situated. For measurement calculations, the antenna support facility base is that point on the foundation reached by dropping a perpendicular line from the geometric center of the antenna support facility.

ANTENNA SUPPORT FACILITY HEIGHT: The vertical distance measured from the grade line to the highest point of the antenna support facility, including any antenna, lighting, lightning protection or other equipment affixed thereto.

ANTENNA SUPPORT FACILITY SITE: The land area that contains, or will contain, a proposed antenna support facility, support facility and other related buildings and improvements.

ASR: The Antenna Facility Registration Number as required by the FAA and FCC.

ATTACHED ANTENNA: A facility which is not primarily constructed for the purpose of holding antenna(s) but on which one or more antenna(s) may be mounted. Examples include but are not limited to water tanks, rooftops, light poles and utility distribution poles.

BASE STATION: The electronic equipment utilized by the telecommunication provider(s) for the transmission and reception of radio signals.

BREAKPOINT TECHNOLOGY: The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole. For example, on a 100-foot tall

monopole with a breakpoint at 80 feet, the minimum setback distance would be 22 feet (110 percent of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side or rear yard setback requirements for that zoning district, whichever is greater.

BROADCAST FACILITIES: Antenna support facilities, antennas, and/or antenna arrays for FM/TV/HDTV broadcasting transmission facilities, and antenna support facility(s) utilized as antennas for an AM broadcast station that are licensed by the Federal Communications Commission.

COLOCATION: The practice of installing and operating multiple wireless service providers, and/or radio common carrier licensees on the same antenna support facility or attached telecommunication facility using different and separate antenna, feed lines and radio frequency generating equipment.

COMBINED ANTENNA: An antenna or an antenna array designed and utilized to provide services for more than one wireless provider, or a single wireless provider utilizing more than one frequency band or spectrum, for the same or similar type of services.

CONCEALED: An antenna support facility; ancillary facility; or equipment compound that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site. There are two types of concealed facilities: 1) antenna attachments, and 2) freestanding. Examples of a concealed attached facility include, but are not limited to the following: painted antenna and feed lines to match the color of a building or facility, faux windows, dormers or other architectural features that blend with an existing or proposed building or facility. Freestanding concealed antenna support facilities usually have a secondary, obvious function which may be, but is not limited to the following: church steeple, windmill, bell antenna support facility, clock antenna support facility, light standard, flagpole with or without a flag, or tree.

DEVELOPMENT AREA: The area occupied by a telecommunications antenna support facility including areas inside or under the following: an antenna-support facility's framework, equipment cabinets, ancillary facilities and access ways.

EQUIPMENT CABINET: Any facility above the base flood elevation including: cabinets, shelters, pedestals, and other similar facilities. Equipment cabinets are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

EQUIPMENT COMPOUND: The fenced area surrounding the ground-based communication facility including the areas inside or under the following: an antenna support facility's framework and ancillary facilities such as equipment necessary to operate the antenna on the antenna support facility that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar facilities.

FAA: The Federal Aviation Administration.

FACILITY: Anything constructed or erected, the use of which required permanent location on the ground, or attachment to something having a permanent location on the ground, including advertising signs.

FCC: The Federal Communications Commission.

FEED LINES: Cables used as the interconnecting media between the transmission and/or receiving base station and the antenna.

FLUSH MOUNTED: Any antenna or antenna array attached directly to the face of the support facility or building such that no portion of the antenna extends above the height of the support facility or building. Where a maximum flush-mounting distance is given, that distance shall be measured from the outside edge of the support facility or building to the inside edge of the antenna.

GUYED ANTENNA SUPPORT FACILITY: A style of antenna support facility consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building.

GEOGRAPHIC SEARCH RING: An area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

HANDOFF CANDIDATE: A wireless communication facility that receives call transference from another wireless facility, usually located in an adjacent first “tier” surrounding the initial wireless facility.

INTERMODULATION DISTORTION: The preventable and avoidable results of the mixture of two certain and specific radio frequencies (3rd Order); or more certain or specific radio frequencies (5th Order), that creates at least one other unwanted, undesirable, and interfering radio frequency (3rd Order), or multiple other unwanted, undesirable, and interfering radio frequency signals (5th Order).

LATTICE ANTENNA SUPPORT FACILITY: A tapered style of telecommunication antenna support facility that consists of vertical and horizontal supports with multiple legs, crisscross-bracing and metal crossed diagonal strips or rods to support antennas.

LEASE VISUALLY OBTRUSIVE PROFILE: The design of a telecommunication antenna support facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

MITIGATION: A modification of an existing telecommunication antenna support facility to increase the height or to improve its integrity, by replacing or removing one or several facilities located in proximity to a proposed new antenna support facility in order to encourage compliance with this Article or improve aesthetics or functionality of the overall wireless network.

MONOPOLE ANTENNA SUPPORT FACILITY: A style of free-standing telecommunication antenna support facility consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of antenna support facility is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof.

NON-CONCEALED: A telecommunication antenna support facility that is readily identifiable as such and can be either freestanding or attached.

PERSONAL WIRELESS SERVICE: Commercial mobile services, licensed or unlicensed wireless services, and common carrier wireless exchange access services, as defined in the *Telecommunications Act of 1996*.

PUBLIC SAFETY TELECOMMUNICATIONS FACILITY: All telecommunications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the County and operating within a frequency range of, including but not limited to, 150 MHz, 450 MHz, 700 MHz, 800 MHz, 1,000 MHz, VHF, UHF, and any future spectrum allocations at the direction of the FCC.

RADIO FREQUENCY EMISSIONS: Any electromagnetic radiation or other telecommunications signal emitted from an antenna or antenna-related equipment on the ground, antenna support facility, building, or other vertical projection.

REPLACEMENT ANTENNA SUPPORT FACILITY: The removal of an existing telecommunication antenna support facility for purposes of erecting a new telecommunication antenna support facility for the purposes of improving structural integrity.

SATELLITE EARTH STATION: A single or group of parabolic (or dish) antennas are mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include the associated separate equipment cabinets necessary for the transmission or reception of wireless telecommunications signals with satellites.

TELECOMMUNICATION ANTENNA SUPPORT FACILITY (hereinafter "TASF": Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other telecommunications, and usually consistent of an antenna support facility (see definition), feed lines, base station(s), and antenna(s) and antenna array(s). The following are included in the telecommunication antenna support facility: new, mitigated, replacement, and/or existing concealed and non-concealed antenna support facilities, public antenna support facilities, colocations, antenna attachments, broadcast, and wireless broadband facilities.

WIRELESS BROADBAND FACILITY: An unstaffed location for the wireless transmission and/or reception of broadband data services exclusively, usually consisting of an antenna support facility, an antenna or group of antennas, transmission cables, and equipment cabinets.

Sec. 22-27-7. Siting hierarchy.

Siting of a new antenna array or new TASF shall be in accordance with the preferred siting hierarchy in the order outlined below. All siting options are preferred to be located on publicly-owned property, as identified in the County's Telecommunications Master Plan, as a first option. The location of antenna array or other facilities on non publicly-owned property is acceptable as a secondary option within each category.

- (1) Concealed attached antenna
- (2) Colocation; antenna modification; combined antenna(s) on existing TASF
- (3) Colocation or new TASF in utility right-of-way
- (4) Non-concealed attached antenna
- (5) Replacement of existing TASF
- (6) Mitigation of existing TASF
- (7) Concealed freestanding TASF
- (8) Non-concealed freestanding TASF
 - (a) Monopole
 - (b) Lattice
 - (c) Guyed

The order of ranking preference, highest to lowest, shall be from 1 to 8c. Where a lower ranked alternative is proposed, the applicant must file relevant information as indicated in the development standards in this Article including, but not limited to, an affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the established hierarchy within the geographic search area, higher ranked options are not technically feasible, practical or justified given the location of the proposed TASF.

Sec. 22-27-8. Siting preference table.

New antennas and TASFs shall be allowed per the Siting Preference Table. The column on the left identifies the County’s zoning district classifications. The columns across the top lists the different TASFs listed in the siting hierarchy.

Siting Preference Table							
Zoning Districts	Permitted Telecommunications Facilities & Level of Development Standards						
	Amateur Radio Facility & Comparable Antenna Element Replacement	Concealed Attached; Antenna Colocation, Antenna Modification; Noncomparable Antenna Element Replacement, Combining; and Non-concealed Attached Antenna	Replacement Antenna Support Facility	Mitigation of Existing Antenna Support Facility	Concealed Freestanding Antenna support facility	Non-Concealed Freestanding Antenna support facility	Broadcast Facility
A-1	B	B	B	S	B	S	S
R-1	B	B	B	S	B	S	Not allowed
R-2	B	B	B	S	S*	Not allowed	Not allowed
R-3	B	B	B	S	S*	Not allowed	Not allowed
R-4	B	B	B	S	S*	Not allowed	Not allowed
B-1	B	B	B	S	B	S	Not allowed
B-C	B	B	B	S	B	S	Not allowed
I-1	B	B	B	S	B	S	S
I-2	B	B	B	S	B	S	S
MHP	B	B	B	S	B	Not allowed	Not allowed
PUD	B	B	B	S	B	S	S

B: By Right – Administrative

S: Special Use Permit – Public Hearing Process

S* Any mitigation of an existing SUP requires an amendment through the SUP process

Sec. 22-27-9. Development standards.

Sec. 22-27-9.1. Special provisions related to amateur radio antennas.

An amateur radio antenna may be deemed to be an accessory structure to any permitted use, provided that the same shall conform to the definition of accessory structure. The maximum height regulations shall not apply to any such antenna; provided that such antenna shall be the minimum height which will reasonably achieve its intended purpose as permitted by the Federal Communications Commission. There shall be no restriction of the number of support structures for such antenna. Reasonable and customary engineering practices shall be followed in the erection of such antennas. Any person erecting any such antenna shall provide to the zoning administrator a statement from a licensed professional engineer certifying that such erection conforms to reasonable and customary engineering practices. The zoning administrator shall require that each such antenna be so located as to protect adjacent properties and uses in consideration of its design. The zoning administrator may require reasonable screening of each such antenna from adjacent properties. (Ord. 6-15-05) Additionally the applicant shall provide a valid FCC amateur operator's license.

Sec. 22-27-9.2. Antenna element replacement.

For any replacement of a comparable existing antenna element (size, weight and frequency) on an antenna support facility, prior to making such replacement, the applicant shall submit and provide the following:

- (1) A written statement setting forth the reasons for the replacement;
- (2) A stamped or sealed certification from a registered professional engineer that the replacement antenna(s) (i) have a lower wind and weight profile; (ii) the number of antenna elements will not increase, (iii) there is no significant change in frequency utilization; and (iv) there is no requirement for a new structural analysis; and
- (3) There shall be no increase in the size or number of existing feed lines utilized for the existing antenna and/or antenna array.

Sec. 22-27-9.3. Concealed attached antenna.

Concealed attached antenna shall be subject to the following:

- (1) The top of the attached antenna shall not be more than twenty (20) feet above the existing or proposed building or facility; and
- (2) When an attached antenna is to be located on a nonconforming building or facility, then the existing permitted nonconforming setback shall prevail; and
- (3) Feed lines, antennas and hardware shall be designed to architecturally match the façade, roof, wall, or facility on which they are affixed so that they blend with the existing structural design, color, and texture; and

- (4) Equipment cabinets shall be located within the existing building or behind an opaque enclosure matching the architectural designs and colors of the principal building or facility;
and
- (5) New equipment cabinets are subject to the underlying zoning setbacks.

Sec. 22-27-9.4. Non-concealed antenna attachments.

Non-concealed attachments shall only be allowed on electrical transmission support facilities and as light stanchions subject to approval by the Department of Planning and Community Development and the utility company and subject to the following:

- (1) The top of the attached antenna shall not be more than twenty (20) feet above the existing or proposed building or facility; and
- (2) New equipment cabinets are subject to the underlying zoning setbacks.

Sec.22-27-9.5. Colocation, colocation modifications, antenna element replacements of different size, weight or frequency utilization, or combining antenna.

- (1) A collocated or combined antenna or antenna array shall not exceed the maximum height prescribed in the Special Use Permit (if applicable) or increase the height of an existing facility by more than twenty (20) feet and shall not affect any antenna support facility lighting;
- (2) New antenna mounts shall be flush-mounted onto existing facilities, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area;
- (3) The new equipment cabinet shall be subject to the setbacks of the underlying zoning district. If the colocation or combined antenna is located on a nonconforming building or facility, then the existing permitted nonconforming setback(s) shall prevail; and
- (4) Equipment cabinets shall be located within the existing equipment compound. If the existing equipment compound is not sized adequately to accommodate the new proposed ground equipment, then a revised site plan of the original TASF site shall be submitted addressing the overall ground space for said TASF.

Sec. 22-27-9.6. Replacement antenna support facility.

- (1) Height: The height of a replacement antenna support facility shall equal the height of the facility being replaced. If the replacement TASF exceeds this threshold then it will be reclassified as a mitigation facility.
- (2) Setbacks: A new TASF approved for replacement of an existing TASF shall not be required to meet new setback standards so long as the new TASF and its equipment compound are no closer to any property lines or dwelling units as the TASF and equipment compound being mitigated.

- (3) Breakpoint technology: A newly replaced monopole antenna support facility shall use breakpoint technology in the design of the replacement facility; and
- (4) Buffers: At the time of replacement, the antenna support facility equipment compound shall be brought into compliance with any applicable buffer requirements; and

Sec. 22-27-9.7. Mitigation antenna support facility.

Mitigation shall accomplish a minimum of one of the following: 1) reduce the number of TASFs; or 2) reduce the number of nonconforming TASFs; or 3) replace an existing TASF with a new TASF to improve network functionality resulting in compliance with this Article. Mitigation is subject to the following:

- (1) Height: TASF approved for mitigation shall not exceed one hundred and twenty (120%) percent of the height of the tallest TASF that is being mitigated. (For example a 100' existing TASF could be rebuilt at 120'). Mitigated SUPS require a SUP amendment;
- (2) Setbacks: A new TASF approved for mitigation of an existing TASF shall not be required to meet new setback standards so long as the new TASF and its equipment compound are no closer to any property lines or dwelling units as the TASF and equipment compound being mitigated. (For example, if a new TASF is replacing an old one, the new one is allowed to have the same setbacks as the TASF being removed, even if the old one had nonconforming setbacks.) The intent is to encourage the mitigation process, not penalize the TASF owner for the change out of the old facility;
- (3) Breakpoint technology: A newly mitigated monopole antenna support facility shall use breakpoint technology in the design of the replacement facility. Certification by a registered professional engineer licensed by the Commonwealth of Virginia of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant.
- (4) Buffers: At the time of mitigation, the TASF equipment compound shall be brought into compliance with any applicable buffer requirements;
- (5) Visibility: Mitigated TASFs shall be configured and located in a manner that minimizes adverse effects on the landscape and adjacent properties, with specific design considerations as to height, scale, color, texture, and architectural design of the buildings on the same and adjacent zoned lots; and
- (6) If the mitigation includes the removal of an existing TASF, then that facility, excluding the antenna support facility foundation, shall be removed within ninety (90) days of the construction of the new TASF.

Sec. 22-27-9.8. New telecommunication antenna support facility.

All new TASFs shall meet the following requirements:

- (1) No new TASF shall be permitted unless the applicant demonstrates that no existing TASF can accommodate the applicant's proposed use; or that use of such existing TASF would prohibit personal wireless services in the geographic search area to be served by the proposed TASF.
- (2) Setbacks: New freestanding TASFs and equipment compounds shall be subject to the setbacks described below:
 - (a) If the TASF has been constructed using breakpoint design technology (see **Section 22-27-6. Definitions.**), the minimum setback distance shall be equal to 110 percent of the distance from the top of the facility to the breakpoint level of the facility, or the minimum side and rear yard requirements, whichever is greater. Certification by a registered professional engineer licensed by the State of Virginia of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant.
 - (b) Concealed TASFs in residential districts not constructed using breakpoint design technology; the minimum setback distance shall be equal to the height of the proposed TASF from all existing structures.
 - (c) All other non-broadcast TASFs not constructed using breakpoint design technology; the minimum setback distance shall be equal to the height of the proposed TASF from all property lines.
- (3) Equipment Compound: The fenced-in compounds shall not be used for the storage of any excess equipment or hazardous materials. No outdoor storage yards shall be allowed in a TASF equipment compound, and the compound shall not be used as habitable space.
- (4) Equipment cabinets: Cabinets shall not be visible from pedestrian views. Cabinets may be provided within the principal building, behind a screen on a rooftop, or on the ground within the fenced-in and screened equipment compound.
- (5) Fencing: All equipment compounds shall be enclosed with an opaque fence. Alternative equivalent screening may be approved through the site plan approval process described in "Buffers" below.
- (6) Buffers shall be provided as described in Article 24 of this ordinance.
- (7) Signage: Commercial messages shall not be displayed on any antenna support facility. Noncommercial signage shall be subject to the following:
 - (a) The only signage that is permitted upon a TASF, equipment cabinets, or fence shall be informational, and for the purpose of identifying the TASF (by the FCC ASR registration number), as well as the party responsible for the operation and maintenance of the

facility; i.e. the address and telephone number, security or safety signs, and property manager signs (if applicable).

- (b) Identification signage shall be provided at all TASFs.
 - (c) If more than two hundred twenty (220) volts are necessary for the operation of the facility and is utilized within the equipment compound or on the TASF, signs located every twenty (20) feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum height of each letter four (4) inches) the following: "HIGH VOLTAGE - DANGER."
- (8) Lighting: Lighting on TASF shall not exceed the Federal Aviation Administration (FAA) minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding property, consistent with FAA requirements.
- (9) Balloon Test:
- (a) The applicant shall arrange to raise a balloon of a color or material that provides maximum visibility and no less than three feet in diameter, at the maximum height of the proposed facility and within 50 horizontal feet of the center of the proposed TASF.
 - (b) The applicant shall inform in writing the zoning administrator, abutting property owners, elected Board of Supervisor, and appointed Planning Commissioners of the district of the date and times of the test at least 14 days in advance.
 - (c) The applicant shall request in writing permission from the abutting property owners to access their property during the balloon test to take pictures of the balloon and to evaluate the visual impact of the proposed tower on their property.
 - (d) The date, time and location of the balloon test shall be advertised in a locally distributed paper by the applicant at least seven but no more than 14 days in advance of the test date. The advertisement shall also include an alternate inclement weather date for the balloon test.
 - (e) Signage similar to rezoning signage shall be posted on the property to identify the location on the property where the balloon is to be launched. This signage shall be posted by the applicant a minimum of seventy-two hours prior to the balloon test. If unsuitable weather conditions prevail on the date of the balloon test then cancellation of the test shall be clearly noted on the signage.
 - (f) The balloon shall be flown for at least four consecutive hours during daylight hours on the date chosen.
 - (g) The applicant shall record the weather during the balloon test. If the wind during the balloon test is above 20 miles per hour then the balloon test shall be postponed and

moved to the alternate inclement weather date provided in the advertisement

- (10) All TASFs up to 120 feet in height shall be engineered and constructed to accommodate no less than three (3) antenna arrays. All TASFs between 121 feet and 150 feet in height shall be engineered and constructed to accommodate no less than five (5) antenna arrays. All TASFs taller than 151 feet in height shall be engineered and constructed to accommodate no fewer than six (6) antenna arrays.
- (11) Grading shall be minimized and limited only to the area necessary for the new TASF and equipment compound, along with any necessary access easements or rights-of-way.
- (12) Parking. One parking space is required for each TASF development area. The space shall be provided within the leased area, or equipment compound or the development area as defined on the site plan.
- (13) Emergency Generators shall be allowed at each TASF site.
- (14) Sounds. No unusual sound emissions such as alarms, bells, buzzers, or the like are permitted. The sound level for emergency generators shall not exceed 70 db at the property limits and testing shall only be between 9 AM to 4 PM Monday through Friday.

Sec. 22-27-9.8.A. Additional development standards for concealed telecommunications antenna support facility.

All new concealed antenna support facilities shall meet the following requirements:

- (1) In residential districts, new concealed TASFs shall only be permitted on lots whose principal use is not single-family residential including but not limited to: schools; places of worship; and fire stations, parks, and other public property.
- (2) Height:
 - (a) Where permitted in residential districts the maximum height shall be 140’.
 - (b) In all other districts the maximum height shall be limited to 199’.
- (3) Visibility: New concealed TASFs shall be configured and located in a manner that shall minimize adverse effects including visual impacts on the landscape and adjacent properties. The applicant shall provide simulated photographic evidence of the proposed TASF and antenna appearance from any and all residential areas within 1,500-foot and vantage points approved by the zoning administrator or designee including the facility types the applicant has considered and the impact on adjacent properties including:
 - (a) Overall height;
 - (b) Configuration;
 - (c) Physical location;

- (d) Mass and scale;
- (e) Materials and color;
- (f) Illumination;
- (g) Architectural design; and
- (h) New concealed freestanding TASFs shall be designed to match adjacent facilities and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture.

Sec. 22-27-9.8.B. Additional development standards for non-concealed telecommunications antenna support facility.

(1) Height.

It is intended that all new non-broadcasting TASFs, other than amateur radio towers, be 199' or less in height. However, should there be a demonstrated need for a TASF in excess of 199', under no circumstance shall any non-broadcast or non-emergency service facility exceed 250' feet in height. All new non-broadcast facilities shall be subject to the following additional requirements:

- (a) Propagation maps and corresponding data including but not limited to topographic and demographic variables for the intended service area shall be provided for review illustrating with detail that the service area and intercoupling hand-off will be sufficiently compromised to require an additional TASF for network deployment, which would not otherwise be required.
 - (b) The TASF shall be designed to allow for a future reduction of elevation to no more than 199', or the replacement of the TASF with a monopole type facility at such time as the wireless network has developed to the point that such a reduction in height can be justified.
- (2) In the Agricultural, General, A-1 district, new non-broadcast facilities shall be setback a minimum 500' from any single-family dwelling unit, either on the same zone lot or from all adjacent lots of record.
- (3) Freestanding non-concealed antenna support facilities shall be limited to monopole type antenna support facilities, unless the applicant demonstrates that such design is not feasible to accommodate the intended uses.

Sec. 22-27-9.8.C. Additional development standards for broadcast antenna support facility.

- (1) Height for broadcast facilities shall be evaluated on a case by case basis; the determination of height contained in the applicant's FCC Form 351/352 Construction Permit or application for Construction Permit and an FAA Determination of No Hazard (FAA Form 7460/2) shall be considered prima facie evidence of the antenna support facility height required for such broadcast facilities.

- (2) New broadcast facilities and anchors shall be setback a minimum of 500' from any single-family dwelling unit located on the same parcel or lot; and the antenna support structure (but not the anchors for a guyed structure) shall be setback a minimum of 1' for every 1' of antenna support facility height from all adjacent lots of record.
- (3) Except for AM broadcast facilities, cabinets shall not be visible from pedestrian views.
- (4) All broadcast antenna support facilities, AM antenna support facilities, and guy anchors shall each be surrounded with an anti-climbing fence compliant with applicable FCC regulations.

Sec. 22-27-9.9. Wireless broadband facility.

- (1) A Wireless Broadband Facility may be colocated in accordance with the provisions of Sec. 22-37-13.8; and
- (2) A Wireless Broadband Facility proposed for a new physical site shall comply with the provisions of Sec. 22-27-8. hereinabove.

Sec. 22-27-10. Submittal requirements for all TASFs.

- (1) Completion of the "Telecommunications Facility Application";
- (2) Application fee;
- (3) Two sets of site plans (drawn to scale) addressing all development standards specific to the proposed installation.
- (4) Compliance with siting hierarchy (**Sec.22-27-7**): A report and supporting technical data demonstrating that all antenna attachments and colocations including all potentially useable utility distribution antenna support facilities and other elevated facilities within the proposed service area, and alternative antenna configurations have been examined, and found unacceptable. The report shall include reasons existing facilities such as utility distribution and other elevated facilities are not acceptable alternatives to a new freestanding antenna support facility. The report regarding the adequacy of alternative existing facilities or the mitigation of existing facilities to meet the applicant's need or the needs of service providers indicating that no existing TASF could accommodate the applicant's proposed facility shall consist of any of the following:
 - (a) No existing TASF located within the geographic area meet the applicant's engineering requirements, and why; and
 - (b) Existing TASFs are not of sufficient height to meet the applicant's engineering requirements, and cannot be increased in height; and
 - (c) Existing TASFs do not have sufficient structural integrity to support the applicant's proposed telecommunications facilities and related equipment, and the existing facility cannot be sufficiently improved; and
 - (d) Other limiting factors that render existing TASFs unsuitable.

Sec. 22-27-10.1. Additional submittal requirements for antenna element replacement.

For any replacement of an existing antenna element on a TASF of comparable size, weight and frequency use, the applicant must, prior to making such modifications, submit the following:

- (1) A written statement setting forth the reasons for the modification.
- (2) A description of the proposed modifications to the antenna, including any proposed modifications to antenna element design, type and number including manufacturer's model number of the existing and proposed antenna elements; as well as changes in the number and/or size of any feed lines, from the base of the equipment cabinet to such antenna elements.

Sec. 22-27-10.2. Additional submittal requirements for attached antenna (concealed and non-concealed); colocations; colocation modifications; antenna replacements of different size, weight or frequency, and antenna combining.

- (1) A written statement setting forth the reasons for the request.
- (2) A description of the proposed request, including any proposed modifications to antenna element design, type and number including manufacturer's model number of the existing and proposed antenna elements; as well as changes in the number and/or size of any feed lines, from the base of the equipment cabinet to such antenna elements.
- (3) A stamped or sealed structural analysis of the proposed antenna support facility prepared by a registered professional engineer licensed by the State of Virginia indicating the proposed and future loading capacity of the antenna support facility is compliant with EIA/TIA-222-G (as amended).
- (4) A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards relating to interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards relating to human exposure to RF energy.
- (5) A stamped or sealed structural analysis of the existing facility prepared by a registered professional engineer licensed by the State of Virginia indicating that the existing TASF as well as all existing and proposed appurtenances meets Virginia Building Code requirements (including wind and ice loading) for the antenna support facility.

Sec. 22-27-10.3. Additional submittal requirements for all freestanding telecommunication and broadcast antenna support facilities.

- (1) One original and two (2) copies of a survey of the property completed by a registered professional engineer, licensed in the State of Virginia showing all existing uses, facilities, and improvements.
- (2) Site development plan regulations as set forth in Article 23 of this ordinance.

- (3) Proof that a property and/or antenna support facility owner's agent has appropriate authorization to act upon the owner's behalf (if applicable). A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards regarding interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards regarding human exposure to RF energy.
- (4) A stamped or sealed structural analysis of the proposed antenna support facility prepared by a registered professional engineer licensed by the State of Virginia indicating the proposed and future loading capacity of the antenna support facility is compliant with EIA/TIA-222-G (as amended).
- (5) A written statement by a registered professional engineer licensed by the State of Virginia specifying the design structural failure modes of the proposed facility, if applicable.
- (6) A pre-application conference will be required for any new broadcast facility.
- (7) Title report or American Land Title Association (A.L.T.A.) survey showing all easements on the subject property, together with a full legal description of the property.
- (8) Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations, Part 77, and "Objects Affecting Navigable Airspace," if applicable.

Sec. 22-27-10.3.A. Additional submittal requirements for non-broadcast TASFs.

- (1) Technical data included in the report shall include certification by a registered professional engineer licensed in the State of Virginia or other qualified professional, which qualifications shall be included, regarding service gaps or service expansions that are addressed by the proposed TASF, and accompanying maps and calculations demonstrating the need for the proposed TASF.
- (2) A map showing the geographic search ring.
- (3) The applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed TASF and equipment on all adjacent residential zoning districts.
- (4) Materials detailing the locations of existing TASFs to which the proposed TASF will be a handoff candidate; including latitude, longitude, and power levels of the proposed and existing antenna is required.
- (5) A radio frequency propagation plot indicating the coverage of existing TASFs, coverage prediction, and design radius, together with a certification from the applicant's radio frequency (RF) engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as a concealed facility, attached facility, replacement facility, colocation, or new TASF. NOTE: These documents are required to

justify a facility and to determine if the proposed location is the only or best one in the designated geographic area of the proposed facility.

- (6) A stamped or sealed certification from a registered radio frequency engineer demonstrating compliance with **Section 22-27-7** (Siting alternatives hierarchy). If a lower ranking alternative is proposed the certification must address why higher ranked options are not technically feasible, practical or justified given the location of the proposed telecommunications facility.

Sec. 22-27-10.3.B. Additional submittal requirement for broadcast antenna support facilities.

Technical data included in the report shall include the purpose of the proposed facility as described in the FCC Construction Permit Application.

Sec. 22-27-11. Approval processes

Sec. 22-27-11.1 “By right” application

- (1) The zoning administrator or designee shall review the request, application, and submitted documents for compliance with all requirements of this Article. The County may, at its discretion, obtain additional technical assistance to review and assess the technical merits of the documents.
- (2) If the zoning administrator or designee determines the application and documentation meets all of the requirements of this Article, the County shall approve the application package and the applicant may proceed to request a building permit.
- (3) If the zoning administrator or designee determines the application and/or documentation fails to meet all the requirements of the Article, then the County shall provide written notification to the applicant as to the materials which need to be amended or supplied for review. The applicant shall provide to the County any requested materials for review. This process shall continue until the County has approved the application package, at which time the applicant may proceed to request a building permit.
- (4) If the zoning administrator or designee determines the application and documentation fails to meet the intent of this Article, the County may deny the request in writing.
- (5) Appeals from a decision made by the zoning administrator shall be to the Board of Zoning Appeals.

Sec. 22-27-11.2. Special Use Permit application

The approval of a Special Use Permit shall be governed by the processes described in **Section 22-17-4**.

Sec. 22-27-12. Interference with public safety communications.

In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations, and/or guidelines of the FCC, each owner of an antenna, antenna array or applicant for a colocation shall agree in a written statement to the following:

- (1) Compliance with “Good Engineering Practices” as defined by the FCC in its rules and regulations.
- (2) Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI).
- (3) In the case of an application for colocated telecommunications facilities, the applicant, together with the owner of the subject site, shall use their best efforts to provide a composite analysis of all users of the site to determine that the applicant’s proposed facilities will not cause radio frequency interference with the County’s public safety telecommunications equipment and will implement appropriate technical measures, as described in antenna element replacements, to attempt to prevent such interference.
- (4) Whenever the County has encountered radio frequency interference with its public safety telecommunications equipment, and it believes that such interference has been or is being caused by one or more antenna arrays, the following steps shall be taken:
 - (a) The County shall provide notification to all wireless service providers operating in the County of possible interference with the public safety telecommunications equipment, and upon such notifications, the owners shall use their best efforts to cooperate and coordinate with the County and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety “Best Practices Guide,” released by the FCC in February 2001, including the “Good Engineering Practices,” as may be amended or revised by the FCC from time to time.
 - (b) If any equipment owner fails to cooperate with the County in complying with the owner’s obligations under this section or if the FCC makes a determination of radio frequency interference with the County public safety telecommunications equipment, the owner who failed to cooperate and/or the owner of the equipment which caused the interference shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the County for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the County to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in the “Best Practices Guide” within twenty-four (24) hours of County’s notification.

Sec. 22-27-13. Publicly-owned property.

- (1) Pursuant to applicable law, the County may contract with a third party to administer publicly-owned sites for purposes of developing the sites as part of a master telecommunications plan, consistent with the terms of this Article. Except as specifically provided herein, the terms of this Article, and the requirements established thereby, shall be applicable to all TASFs to be developed or collocated on County-owned sites.
- (2) If an applicant requests a permit to develop a site on County-owned property, the permit granted hereunder shall not become effective until the applicant and the County have executed a written agreement setting forth the particular terms and provisions under which the permit to occupy and use the public lands of the jurisdiction will be granted, and no permit granted under this section shall convey any right, privilege, permit, or franchise to occupy or use the publicly-owned sites of the County for delivery of telecommunications services or any other purpose except as provided in such agreement.

Sec. 22-27-14. Fees for Supplemental Review

Where the County deems it appropriate because of the complexity of the methodology or analysis required to review an application for a wireless communication facility, the county may require the applicant to pay for a technical review by a third party expert, selected by the County, the costs of which \$4,000.00 shall be borne by the applicant, and be in addition to other applicable fees. Site plan review for antenna element replacements only may be reduced to \$1,800 provided the applicant meets all the requirements for an antenna element replacement. If however, during the antenna element replacement site review it is determined the request does not meet the definition of an antenna element replacement, then review of the application will cease until the correct fee and correct plans are submitted. Further, if additional information is needed to evaluate the applicant's request, the applicant, shall make such additional information available as the County might reasonably request.

Sec. 22-27-15. Height, setback and other dimensional regulations

Except as otherwise expressly provided in this ordinance with respect to public safety services facilities or with respect to the provisions of any existing special use permit, the provisions of this Article shall control as the maximum permitted height, minimum setback and any other dimensional requirements for any TASF.

AGREEMENT FOR THE PROVISION OF POUND SERVICES

This Agreement for the Provision of Pound Services (the "Agreement"), made as of this 1st day of October, 2011, by and between the FLYVANIA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a not-for-profit entity organized under the laws of the Commonwealth of Virginia ("FSPCA"), and the COUNTY OF FLYVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County").

WHEREAS, the County is required by law to maintain or cause to be maintained a pound and to provide certain pound services, pursuant to the guidelines established by the Virginia Department of Agriculture and Consumer Services, §3.2-6546 of the Code of Virginia, as amended (together with other applicable laws and regulations, including County regulations of which the FSPCA has received reasonable prior written notice, "applicable law"); and

WHEREAS, the FSPCA operates a facility at 5239 Union Mills Road, in Troy, Virginia (the "Facility") and has for many years provided such pound services to the County; and

WHEREAS, the County desires to have the FSPCA continue to provide Pound Services (as hereinafter defined) on their behalf, and the FSPCA desires to provide Pound Services on behalf of the County, in accordance with applicable law, and pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and subject to the terms and conditions herein set forth, the parties mutually covenant and agree as follows:

- I. **New Agreement; Term of Agreement.** This Agreement replaces in its entirety the covenants and agreements between the County and the FSPCA, pursuant to that certain Agreement, dated July 1, 2008, and the extension of that Agreement, dated July 1, 2011, by and between the County and the FSPCA. The term of this Agreement shall be nine (9) calendar months, commencing as of October 1, 2011. Thereafter, this Agreement may be renewed upon such terms as the parties agree.
- II. **Pound Services.** The FSPCA shall provide Pound Services for all Animals (as hereinafter defined) delivered to the Facility by the County's animal control officers (the "ACOs"), including owned Animals surrendered to or impounded by the ACOs, and for all Animals delivered to the Facility by County residents who are not owners of such Animals. For purposes of this Agreement, "Pound Services" shall mean the impoundment and care of Animals delivered to the Facility, as more particularly described in Section IV of this Agreement, and "Animals" shall mean dogs and cats that are customarily impounded. It is understood that, except as may be further agreed by the parties, or as may be ordered by a court of competent jurisdiction, the County does not intend to impound cats. The County and the FSPCA agree to support the practice of trap, spay/neuter, and release programs to control the population of feral cat colonies, provided that, except as stated in the previous sentence, the County does not intend to participate in the trapping or trapping of cats. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Pound Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal, shall be in the sole reasonable discretion of the FSPCA.
- III. **Compensation for Pound Services.** In consideration for the provision of Pound Services, the County shall pay to the FSPCA the following amounts:
 - A. A monthly fee of Six Thousand Six Hundred Dollars (\$6600.00) per month during the term of this Agreement ("Monthly Fee");
 - B. In addition to the Monthly Fee, the County shall pay Boarding Fees in the amount of Fifteen Dollars (\$15.00) per day for each animal which is required by law or by the order of a court of competent jurisdiction to be held in impoundment, together with a one-time administration fee of Five Dollars (\$5.00) per animal. Should the County decide to deliver

ents to the Facility for impoundment, Boarding Fees for the required hold period shall be charged in the sum of Fifteen Dollars (\$15.00) per day for each cat.

- C. All charges pursuant to Paragraphs A and H of this section shall be invoiced on a monthly basis, with payment due within thirty (30) days of the invoice date.
- D. The County shall provide materials and labor to the Shelter to ensure the Facility and equipment therein is in compliance with state law, regulations, and guidelines as of August 30, 2011. The improvements provided pursuant to this subsection D shall be in the sole discretion of the County; provided that the same shall be performed promptly, in a workmanlike manner and satisfactorily to the State Veterinarian as compliant with the requirements of the State Veterinarian's directive of August 30, 2011, a copy of which is attached hereto as Exhibit I. As to any other written directives from the State Veterinarian during the Agreement term, the County will consider making additional contributions to rectify the same as the County may, in its discretion, determine to be reasonable. Should the County fail to make any additional contributions pursuant to this section, the FSPCA shall have the right, in its sole discretion, to terminate the contract upon thirty (30) days written notice to the County. To the extent that the FSPCA may desire additional improvements above and beyond those required by state law and regulations, the cost of any such additional improvements shall be the sole responsibility of the FSPCA.
- E. Nothing in this agreement shall be deemed to prevent the FSPCA from charging fees for services to owners of animals, including, but not limited to, persons adopting animals, retrieving lost animals, and retrieving animals to which veterinary services have been provided.

IV. Responsibilities of the FSPCA. The FSPCA shall provide Pound Services as follows, in accordance with and to the extent permitted by applicable state law, regulations and local ordinances, and as may be amended or modified from time to time as agreed to by the parties in writing in accordance with Section XII of this Agreement:

- A. Impound and care for all dogs and cats ("Animals") delivered to the Facility by the ACOs.
- B. Impound and care for Animals delivered to the Facility by County residents who are not the owners of such Animals to the extent that such impoundment and care is required or permitted by law or by County policy.
- C. Place, hold, euthanize, transfer, or otherwise dispose of impounded Animals in accordance with the law, County policy, or by order of a court of competent jurisdiction.
- D. Provide treatment and controlled drugs for euthanasia and other medical purposes.
- E. Provide applicable license and documentation as required by applicable law.
- F. Maintain and publicize appropriate hours of operation.
- G. Maintain accurate written or computerized accounts of all Animals impounded (except where the ACOs are required to maintain such records, as provided in this Agreement).
- H. Permit authorized representatives of the County to access FSPCA impoundment records, upon reasonable prior notice.
- I. Deliver to the County within ten (10) days of receipt copies of any letters, notices, or other correspondence from the State regarding violations identified during inspections of the Facility.

- J. Perform all procedures required by applicable law, including those relating to impounded Animals that have bitten a person.
 - K. Respond in a timely manner to any violations that are identified, in writing, as a result of State inspections of the Facility.
 - L. Allow the ACOs to have access to the Facility premises for the purpose of delivering Animals twenty-four (24) hours a day.
 - M. Properly dispose of euthanized animals.
 - N. Provide regular maintenance and cleaning of impoundment areas of the Facility, as required by applicable law.
 - O. Make dog and cat runs or cages available at all times for Animals delivered by the ACOs.
 - P. Provide reasonable and necessary veterinary treatment and vaccinations to impounded Animals.
 - Q. Notify the local office of the Virginia Department of Health of biting Animals delivered by parties other than ACOs, confine such Animals in accordance with applicable law, and ensure that such Animals are available for inspection by the Virginia Department of Health at the end of the applicable confinement period.
 - R. Comply with all other requirements for Animal impoundment under applicable law.
 - S. Establish and maintain books and records relating to the operations of the Facility, in accordance with generally accepted accounting principles; and (b) at any reasonable time(s) and upon reasonable prior request, provide to the County and its authorized agents, access to its books and records so that the County may confirm that the FSPCA is complying with the provisions of this Agreement.
- V. **Responsibilities of the County.** The County shall pay the Compensation for Pound Services as provided herein. In addition, the County covenants and agrees to:
- A. Deliver to the Facility, Animals confiscated for "running at large" in the County.
 - B. Designate a supervising County official to whom the FSPCA may deliver routine communications, notifications and any other requests.
 - C. Deliver to the Facility within ten (10) days of receipt copies of any letters, notices, or other correspondence from the State regarding violations identified during inspections of the Facility.
 - D. Require ACOs to comply with the FSPCA's check-in procedures and all other written, reasonable rules and regulations of the FSPCA, provided that any rules and regulations affecting the provision of Pound Services do not, in the reasonable judgment of the County, impair the provision of Pound Services under this Agreement.
 - E. Require ACOs and all other County personnel to comply with applicable law in the handling and delivery of Animals to the Facility.
 - F. In the case of owned Animals surrendered to an ACO for disposal, provide an admittance form complying with applicable law, with the owner's signature.
 - G. In the case of any dead Animal, provide a written description of the location found and probable cause of death.

- H. In the case of any biting Animal picked up by an ACO, provide, in writing, the owner's name (if known), contact information and any information known to the ACO regarding the circumstances of the bite, and notify the local office of the Virginia Department of Health.
 - I. In the case of any Animal with aggressive behavior or any other serious behavioral issue known to or described to an ACO, provide such information, in writing, on the FSPCA admission form.
 - J. Permit the FSPCA control, to the extent permitted by law, over all Animals upon delivery by ACOs to the Facility, including decisions regarding euthanasia; provided, however that ACOs may suggest euthanasia by providing reasons for such marking, in writing, contemporaneously with delivery of such Animals.
 - K. Provide 48 hrs. advance notice, when practicable, to the FSPCA in cases of a large number of animals confiscated or impounded from one situation (a large number shall be greater than 5 animals).
 - L. Handle stray and injured Animal calls in the County, as applicable.
 - M. Coordinate, with the FSPCA, an alternate impoundment site for Animal intakes that occur during an outbreak at the Facility of a contagious disease, or in the case of a large number of animal seizures, or for all Facility animals during natural disasters, widespread Facility repairs, or extenuating circumstances that may cause the Facility to be temporarily uninhabitable.
 - N. Be responsible for the care of all animals seized by ACOs until such animals are relinquished to the care and custody of the FSPCA. For purposes of this Agreement, animals left at the Facility by ACOs after regular Facility hours are not in the care and custody of the FSPCA until the next regularly scheduled opening of the Facility, unless the FSPCA specifically agrees to accept such animal in writing. The County will also be responsible for any emergency medical treatment procured for a seized animal until such time as the FSPCA has care and custody of the animal. The County acknowledges that it does not have the authority to act on behalf of, contract, or bind the FSPCA for payment of veterinary care or other treatment of animals.
- VI. **Default.** Failure by the County to pay any installment of the Monthly Fees or Boarding Fees within thirty (30) days following the date on which such payment is due, shall constitute a default hereunder as to the County. Failure by the County to cure such default, or failure by either the County or the FSPCA to cure any other material breach of this Agreement, within fifteen (15) days following receipt of written notice thereof, may result in immediate termination of this Agreement at the election of the non-defaulting party. Such termination shall be in addition to any and all other available remedies.
- VII. **Insurance.** The FSPCA shall maintain sufficient insurance to protect itself and the County from any claims that may arise from the operation of the Facility pursuant to this Agreement. Such insurance shall meet or exceed the minimum coverage requirements established by the County, and may be provided by one or more commercial carriers. A certificate from the insurance provider, naming the County as additional insureds, shall be provided to the County upon request.
- VIII. **Indemnification.** The FSPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses or actions made or taken against any of the County Indemnitees based upon, arising from, or incident to the decisions and/or actions of the FSPCA or any of its officers, directors, employees, agents or volunteers in the performance of the obligations of the FSPCA pursuant to this Agreement. For purposes hereof, the "County Indemnitees" shall mean:

collectively, the County and its Board of Supervisors, employees, representatives, officials and agents.

- IX. Assignment. No party shall assign or transfer all or any part of its right, title or interest in this Agreement, without the prior written consent of the other party.
- X. Governing Law. This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
- XI. Notices. All notices required to be given under this Agreement shall be delivered, either via Hand Delivery or by first-class registered mail, as follows:

To the FSPCA:
Attn: President
Fluvanna SPCA
5239 Union Mills Road
Troy, VA 22974

To the County:
Attn: County
Administrator
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963

- XII. Complete Agreement; Amendments. This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the parties hereunder. This Agreement may not be altered, amended or modified except by written instrument executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, and do hereby represent that the individuals who have executed this Agreement have been duly authorized to bind the County and the FSPCA to the terms and conditions hereof.

FLOVANNA COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
("FSPCA")

COUNTY OF FLUVANNA, VIRGINIA
("County")

By: _____
Kristen Minola
President, Board of Directors

By: _____
William P. Scudder, Jr.
County Administrator

Date: _____

Date: _____

Approved as to form:

By: _____
County Attorney

Date: _____

03681321



COMMONWEALTH of VIRGINIA

Matthew J. Lahr
Commissioner

Department of Agriculture and Consumer Services
Division of Animal & Food Industry Services
Office of Animal Care and Health Policy
P.O. Box 1163, Richmond, Virginia 23218
Phone: 804/786-2483 • Fax: 804/786-2321 • Hearing Impaired: 800/225-1136
www.DAHS.Virginia.gov

LETTER OF NOTIFICATION
August 30, 2011

To: Jay Senter, County Administrator
Fluvanna County
P.O. Box 299
Palmyra, VA 22963

On August 11, 2011, I inspected the Fluvanna SPCA, which is the contracted animal pound for Fluvanna County. This was a routine inspection to evaluate compliance with the Virginia Comprehensive Animal Care laws, as well as pursuant regulations and directives. Please find attached a copy of the *Animal Facility Inspection Report*, which itemizes the specific elements included in this inspection. Copies of the itemized inspection forms were also left on site at the conclusion of the inspection.

The result of this inspection is as follows:

- There were no significant findings of noncompliance. A response to this report is not required.
- Significant findings of noncompliance were noted on inspection. Please submit a written response to this report by 10/1/11 indicating actions completed or planned to achieve compliance. The response should be addressed to my attention at the letterhead address. Failure to respond may result in referral of this case for enforcement action. Specific deficiencies that must be corrected include:
 - The doors and walls do not have a surface quality that can be adequately disinfected. There are wood components in the dog run enclosures.
 - Water receptacles were not secured in a fixed position or of the "non-tippable" type.
- There were critical and/or repeat findings of significant noncompliance. This case has been referred for enforcement action and possible assessment of civil penalties. You will be contacted by the State Veterinarian's Representative handling your case.

If you have any questions, I can be reached at 804-786-2483 or by email at Sherry.Helsel@daacs.virginia.gov.

Respectfully,

Sherry Helsel, LVT
Animal Pound & Shelter Inspector
Equal Opportunity Employer

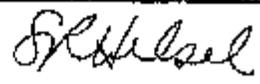


 VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	
Facility Name/ID: Fluvanna SPCA Physical Address: 6239 Union Mills Road, Troy, VA 22974	Inspection Date: 8/11/11 Unannounced <input checked="" type="checkbox"/> Scheduled <input type="checkbox"/>
Type of Facility: <input type="checkbox"/> Animal Shelter <input checked="" type="checkbox"/> Pound <input type="checkbox"/> Other:	
Owned By: <input checked="" type="checkbox"/> Humane Society <input type="checkbox"/> City () <input type="checkbox"/> County () <input type="checkbox"/> Other:	
Operated By: <input checked="" type="checkbox"/> Humane Society <input type="checkbox"/> City () <input type="checkbox"/> County () <input type="checkbox"/> Other:	
Other Facility Details (inc. contractual arrangements): Contracted pound for Fluvanna County	
Hours of Operation: Wed - Sun: 12:00 p.m. - 6:00 p.m.	
Facility Supervisor: Patricia Johnson	
Facility Mailing Address: 6239 Union Mills Road Troy, VA 22974	Facility Telephone Number: 434-581-0123 Facility Fax Number: 434-581-0122 Facility Email:
Responsible Party - Governing Body/Board Jay Souler, County Administrator Fluvanna County P.O. Box 298 Palmyra, VA 22983	Directions to Facility Interstate 64 exit #136, Route 15 south, Right on Route 616, Facility on right.

Animal Control Officer Information (Pound Facilities Only)

Animal Control Officer: Dustin Elliott Deputy Animal Control Officers: Mike Orndorff	Animal Control Officer Mailing Address: P.O. Box 113 Palmyra, VA 22963 Telephone Number: 434-580-8211
ACO Reports To: <input type="checkbox"/> Sheriff <input type="checkbox"/> Police Department <input checked="" type="checkbox"/> Local Government Administration/Management	

- Attachments:**
- ANIMAL FACILITY INSPECTION FORM - POUND REGULATIONS
 - ANIMAL FACILITY INSPECTION FORM - ANIMAL CARE
 - ANIMAL FACILITY INSPECTION FORM - OPERATIONS
 - ANIMAL FACILITY INSPECTION FORM - ANIMAL TRANSPORT

Name: S.R. Helzel, LVT Title: Animal Pound & Shelter Inspector	Signature: 
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 VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES			
Facility Name/ID: <i>Fluanna SPCA</i>		Date: <i>8/11/11</i> Time: <i>1:00p</i> Inspector Initials: <i>SPH</i>	
2 VAC 4-116-10, 2 VAC 5-110-20 Drinking Water Water for drinking shall originate from a potable source. Durable, non-toxic water receptacle provided and secured in a fixed position or area of purpose design.	✓	<i>Not fixed / non-typple</i> Critical <input type="checkbox"/>	
2 VAC 8-110-08 Animal Housing—Temperature/Ventilation All animal buildings and enclosures shall provide weather protection. Building maintained at a temperature comfortable for each animal. Each building and enclosure provides adequate ventilation for each animal.	✓		Critical <input type="checkbox"/>
2 VAC 8-110-40 Animal Housing—Materials and Sanitation Floors and walls of enclosures, buildings, and areas are of a surface material that permits proper cleaning and disinfection. Each animal building and enclosure is clean, dry, and sanitary.	✓	<i>Floor/wall surfaces not able to be properly disinfected</i> Critical <input type="checkbox"/>	
2 VAC 8-110-40 Animal Housing—Sanitation Animals are maintained in quarters that prevent escape, protect them from injury, and safeguard them from being stolen. Provisions are made for the separation of animals according to species, sex, age, and temperament.	✓		Critical <input type="checkbox"/>
2 VAC 8-110-60 Cage Construction Cages are constructed of stainless steel, fiberglass, heavy galvanized metal, galvanized wire, or equivalent. Cages have solid bottoms.	✓	<i>Wood in Run Area enclosure</i> Critical <input type="checkbox"/>	
2 VAC 8-110-60 Cage Size Enclosures are constructed and maintained to provide sufficient space for each animal to turn freely, and easily stand, sit, and lie in a comfortable position.	✓		Critical <input type="checkbox"/>
2 VAC 5-110-08 Sanitation Process There are faucets and hose connections at convenient locations for washing and cleaning the animal housing areas. Disinfectants or peracetic acids are used to clean the housing/containment area.	✓		Critical <input type="checkbox"/>
2 VAC 5-110-74 Food Preparation Food preparation/feeding area adequately equipped. Equipment and utensils are made of easily cleanable, non-porous, and non-toxic materials. A sink with hot and cold water is provided for cleaning equipment and utensils.	✓		Critical <input type="checkbox"/>
2 VAC 5-110-70 Food Storage Bins used to store food provide protection against insects and rodents. Food is stored on shelves or pallets a minimum of 12 inches above the floor, or in bins on reliable cartons.	✓		Critical <input type="checkbox"/>
2 VAC 8-110-60 Disposal Dead animals are disposed of by burial, incineration, or other approved method. Dead animals are disposed of within 24 hours, or refrigerated.	✓		Critical <input type="checkbox"/>
2 VAC 1-110-100 Isolation Area There is a designated and marked isolation area for incoming animals which are ill or suspected of being ill. Ill and suspected ill animals are confined separately in this area for a minimum of 48 hours before being placed in the main housing area.	✓		Critical <input type="checkbox"/>

REVIEWED WITH: Signature *Patricia Johnson* Date *8/11/11*
 Name *Patricia G. Johnson* Title *Director*

			
Facility Name/ID: <i>Fluvanna SPCA</i>		Date/Time: <i>8/11/11</i>	Inspector Initials: <i>SLH</i>
§1.2-6603 Adequate Feed Each animal provided adequate feed as defined in §1.2-6509 (suitable, nutritive, appropriate, easily consumed, provided in a sanitary manner at suitable intervals, at least daily).	✓		Critical <input type="checkbox"/>
§1.2-6604 Adequate Water Each animal provided adequate water as defined in §1.2-6500 (clean, fresh, potable, drinkable temperature, sufficient volume, at suitable intervals to maintain animal hydration).	✓		Critical <input type="checkbox"/>
§1.2-6605 Adequate Shelter Each animal provided adequate shelter as defined in §1.2-6500 (suitable, safe, protects from weather extremes, properly lighted, properly cleaned, enables animal to be clean and dry, provides a solid resting surface).	✓		Critical <input type="checkbox"/>
§1.2-6606 Adequate Space Each animal provided adequate space as defined in §1.2-6500 (allows each animal to stand, sit, lie, turn about, make all normal body movements in a comfortable, normal position, and interact safely with other animals).	✓		Critical <input type="checkbox"/>
§1.2-6607 Adequate Exercise Each animal provided adequate exercise as defined in §1.2-6500 (opportunity for the animal to move sufficiently to maintain normal muscle tone and rest for the age, species, size, and condition of the animal).	✓		Critical <input type="checkbox"/>
§1.2-6608 Adequate Care, Treatment, and Transportation Each animal provided adequate care as defined in §1.2-6500 (good animal husbandry, handling, protection, management, confinement, feeding, watering, protection, shelter, transport, sanitary care, and euthanasia when necessary).	✓		Critical <input type="checkbox"/>
§1.2-6609 Veterinary Care Each animal provided veterinary care as defined in §1.2-6500 when needed to prevent suffering, impairment of health, or disease progression, or disease transmission.	✓		Critical <input type="checkbox"/>
Number of Dogs on Site: <i>38</i>	Number of Cats on Site: <i>94</i>	Number of Other Companion Animals on Site: <i>0</i>	
Number of Pups: <i>24</i>	Number of Cages: <i>68</i>	Number of Animal Caretakers: <i>1 F/T 11 P/T</i>	
COMMENTS:			

REVIEWED WITH: Signature *Patricia G. Johnson* Date *8/11/11*
 Name *Patricia G. Johnson* Title *Director*

			
Publicity Name/ID: <i>Fluorquin SPCA</i>		Inspector Initials: <i>SPH</i>	
GENERAL REQUIREMENTS			
§12-1067 Custody Record Availability Custody record is readily available for each animal in facility.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1067 Custody Record Completeness Custody record includes, date of custody, date of the making of the record, species, color, breed, sex, age, weight (measured by scale), body condition, and any other known, recognizable condition or other condition, and date of record.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Animal Identification A reasonable effort is made to determine whether each animal has a collar, tag, license, tattoo, or other identification. A reasonable effort is made to identify and notify the owner.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Holding Period Each animal is held for the required holding period.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Reasonable Access Facility is accessible to the public at reasonable hours during the week.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Animal Disposition Each animal is adopted by humane authorities, adopted, or transferred to a lawfully operating animal shelter or other receiving agency.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Animal Adoption No more than two animals (for one family of animals) released to any one person in a 30-day period.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Animal Identification Before release, adopter of each dog or cat signs an agreement (to have the animal identified within 30 days unless already identified).	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 Identification Agreement Agreement contains: the date of agreement, names addresses and signatures of both the releasing agency and the new owner, description of the animal, the facility which identification is required, and a statement that the requirements of this law.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 and Directive 79-1 Euthanasia Method Euthanasia is conducted using only methods and drugs prescribed by the State Veterinarian.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
§12-1040 and Directive 79-1 Euthanasia Competency Euthanasia performed by a competency certified person under the general supervision of a licensed veterinarian, or performed by a licensed veterinarian.	<input checked="" type="checkbox"/>		Critical <input type="checkbox"/>
Name of licensed veterinarian supervising euthanasia: _____			
Name of licensed veterinarian performing euthanasia: <i>Ashley Ruthenberg, DVM</i>			

REVIEWED WITH: Signature *Patricia Johnson* Date *8/18/11*
 Name *Patricia Johnson* Title *Director*
 VDAQS AC-10-C (rev. 07/09)

MOTION: I move to authorize the County Administrator to send a letter of support for the Thomas Jefferson Soil & Water Conservation District's initiation of a residential cost share program for best management practices.

AGENDA

BOARD OF SUPERVISORS

October 5, 2011

SUBJECT: Residential BMP Cost Share & Outreach Program Services; letter of support for

RECOMMENDATION: Authorize letter of support.

TIMING: Needs action to submit with project funding applications and for project support.

POLICY IMPLICATIONS: The Thomas Jefferson SWCD is requesting the support of our five localities and other organizations to ensure the successful implementation of all phases of this plan. A designated staff member is requested to help us with outreach and to attend our planning meetings to ensure that the resulting program will be consistent with Fluvanna County's programs, policies and plans.

FISCAL IMPACT: None.

DISCUSSION: The Thomas Jefferson Soil & Water Conservation District (TJSWCD) is working to initiate the development of an urban/residential cost share program to assist property owners with the implementation of residential-scale "best management practices" (BMPs). Soil and Water Conservation Districts statewide have successfully administered and implemented an agricultural cost share program for nearly 30 years.

The Chesapeake Bay TMDL initiative will require the implementation of conservation practices across all land uses. While stormwater management regulations help to achieve conservation on newly developed land, and the Agricultural Cost Share Program helps to achieve conservation on farmland, achieving pollution load reductions on existing residential properties is much more challenging. Creation of a cost share program for residential-scale BMPs will not only provide an incentive for property owners to implement practices, but more importantly, it will increase the level of knowledge in the community about what property owners can do to help localities meet pollution reduction targets of the Chesapeake Bay TMDL initiative. Practices that will be encouraged include conversion of lawns to native plants, planting of riparian buffers, soil testing/nutrient management, pet waste management, rainwater harvesting, rain gardens, drainage improvements, and reduction of impervious surfaces.

Please advise if further information is desired.

Staff: Jay Scudder, County Administrator

Attachments:

- A. TJSWCD Letter of Support
- B. TJSWCD Letter to Localities

County Administrator's Use Only

Jay Scudder, County Administrator



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

Attachment A
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
FAX (434) 591-1911
www.co.fluvanna.va.us

BOARD OF SUPERVISORS

John Y. Gooch, Chairman
Palmyra District

Shaun V. Kenney, Vice Chair
Columbia District

Donald W. Weaver
Cunningham District

Mozell H. Booker
Fork Union District

Joseph C. Chesser
Rivanna District

Chris Fairchild
Rivanna District

STAFF

Jay Scudder
County Administrator
jscudder@co.fluvanna.va.us

Mary L. Weaver
Clerk to the Board
mweaver@co.fluvanna.va.us

October 6, 2011

Alyson Sappington
District Manager
Thomas Jefferson Soil & Water Conservation District
706G Forest Street
Charlottesville VA 22903

Dear Alyson:

This letter is to express our support for the efforts of the Thomas Jefferson Soil & Water Conservation District (in cooperation with the Urban Committee of the Virginia Association of Soil and Water Conservation Districts) to initiate the development of an Urban-Residential BMP Cost Share & Outreach Program.

The Chesapeake Bay TMDL initiative will require the implementation of conservation practices across all land uses. While stormwater management regulations help to achieve conservation on newly developed land, and the Agricultural Cost Share Program helps to achieve conservation on farmland, achieving pollution load reductions on existing residential properties is much more challenging. Creation of a cost share program for residential-scale best management practices will not only provide an incentive for property owners to implement practices, but more importantly, it will increase the level of knowledge in the community about what property owners can do to help Fluvanna County meet pollution reduction targets of the Chesapeake Bay TMDL initiative.

Fluvanna County will designate an appropriate staff member to work with you, as time permits, to assist with outreach and to ensure the final program is consistent with our programs, policies, and plans for pollution reduction.

Sincerely,

Jay Scudder,
County Administrator

Thomas Jefferson Soil and Water Conservation District

706G Forest Street, Charlottesville, VA 22903

Tel: (434) 975-0224 Fax: (434) 975-1367

Web Page: www.tjswcd.org*Louisa Office:* 39 Industrial Dr, Louisa, VA 23093

Phone: 540-967-5940 Fax: 540-967-2557

September 26, 2011

John Y. Gooch, Chairman
 Fluvanna County Board of Supervisors
 P.O. Box 540
 Palmyra, Virginia 22963

Dear Mr. Gooch:

In cooperation with the Urban Committee of the Virginia Association of Soil & Water Conservation Districts (VASWCD), the Thomas Jefferson Soil & Water Conservation District (TJSWCD) is working to initiate the development of an urban/residential cost share program to assist property owners with the implementation of residential-scale "best management practices" (BMPs). As you may be aware, Soil and Water Conservation Districts statewide have successfully administered and implemented an agricultural cost share program for nearly 30 years.

The Chesapeake Bay TMDL initiative will require the implementation of conservation practices across all land uses. While stormwater management regulations help to achieve conservation on newly developed land, and the Agricultural Cost Share Program helps to achieve conservation on farmland, achieving pollution load reductions on existing residential properties is much more challenging. Creation of a cost share program for residential-scale BMPs will not only provide an incentive for property owners to implement practices, but more importantly, it will increase the level of knowledge in the community about what property owners can do to help localities meet pollution reduction targets of the Chesapeake Bay TMDL initiative. Practices that will be encouraged include conversion of lawns to native plants, planting of riparian buffers, soil testing/nutrient management, pet waste management, rainwater harvesting, rain gardens, drainage improvements, and reduction of impervious surfaces.

The VASWCD Urban Committee's plan consists of three phases: 1) the development of proposed policies and guidelines for an Urban-Residential Cost Share & Outreach Program, 2) the implementation of a pilot project among four participating SWCDs (including the TJSWCD), and 3) the development of a strategy to finance a statewide Urban-Residential Cost Share & Outreach Program. We have recently learned that Phase I of this plan has been approved for funding.

The Thomas Jefferson SWCD is requesting the support of our five localities and other organizations to ensure the successful implementation of all phases of this plan. We hope that you will designate a staff member to help us with outreach and to attend our planning meetings to ensure that the resulting program will be consistent with Fluvanna County's programs, policies and plans.

A letter to me expressing your support for this plan would be most appreciated! Copies of the letter will be submitted with subsequent funding requests as we solicit support for the program during the coming year. I have enclosed a template for such a letter that you are welcome to use, or you may provide an original letter as you see fit. Thank you, and please call me if you have questions.

Regards,

Alyson Sappington
 District Manager

Cc. (via email) William (Jay) P. Scudder, County Administrator



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

Renee Hoover
Director of Finance
rhoover@co.fluvanna.va.us

P.O. Box 540 Palmyra, VA 22963 • (434) 591-1910 • FAX (434) 591-1911 • www.co.fluvanna.va.us

Memorandum

TO: Board of Supervisors
FROM: Renee Hoover, Director of Finance
DATE: September 28, 2011
RE: Accounts Payable Report

Accounts Payable

The accounts payable report is attached for the bills paid between August 31 and September 27, 2011. This is a customized report by Tyler and it is formatted similar to the report received from the legacy system. The headers are self describing under the title of the report, the Fund # and name of Fund is the next line underneath, department name is located under fund, and each department is separated by double lines. This report is printed in Adobe. I do not have the full version of Adobe to edit document to add detail descriptions of bills. Once the report has been loaded on the County's file servers, we will have the ability to use Word to add detail descriptions of bills for example Payne & Hodous.

If you have questions about a payment and want more information regarding it, please contact me prior to the meeting. I can research it, provide you the information, and share it with the Supervisors at the meeting. Otherwise, I will take your questions at the meeting, answer if possible, and follow up after the meeting with the information via email.

Staff recommends that the Board of Supervisors ratify the expenditures along with payroll for the month of August.

General	\$407,347.64
Community Programs	1,084.00
Federal Grants	5,587.00
Capital Improvements	250,286.53
Debt Service	119,673.40
Sewer	1,813.43
Fork Union Sanitary District	<u>6,264.08</u>
Total Expenditures by Fund	\$792,056.08
Payroll – August	554,296.79
Total Payables & Payroll	<u>1,346,352.87</u>

Motion:

I move the Accounts Payable from August 31 through September 27, 2011 and Payroll for the month of August 2011 in the amount of \$ 1,346,352.87 be ratified.

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 100 GENERAL FUND						
BOARD OF SUPERVISORS						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$76.11
E.W. THOMAS	SUBSISTENCE & LODGING	SUPPLIES	09022011	9/2/2011	9/12/2011	\$220.85
FLUVANNA REVIEW	ADVERTISING	AD	BRDSUP 0901	9/1/2011	9/12/2011	\$28.00
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	BOOKS AND SUPPLIES	2060792X	8/31/2011	9/12/2011	\$66.71
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	BOOKS	21088241	8/31/2011	9/12/2011	\$167.02
DONALD WEAVER	MILEAGE ALLOWANCES	REIMBURSEMENT	09152011	9/15/2011	9/22/2011	\$147.39
ROBINSON FARMER & COX	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	09122011	9/3/2011	9/22/2011	\$3,757.40
Total:						\$4,463.48
COUNTY ADMINISTRATOR						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$82.90
FLUVANNA REVIEW	ADVERTISING	ADS	09012011	9/1/2011	9/12/2011	\$56.00
SHENANDOAH VALLEY WATER	SUBSISTENCE & LODGING	WATER	I3464300-11	9/1/2011	9/12/2011	\$2.60
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	WEAVER 831	8/31/2011	9/12/2011	\$11.81
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	SCUDDER 0831	8/31/2011	9/12/2011	\$66.37
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$5.87
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$29.36
FEDEX	POSTAL SERVICES	SHIPPING	758086219	8/17/2011	9/12/2011	\$25.13
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$12.39
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$56.42
FLORIDA MICRO LLC	OFFICE SUPPLIES	SUPPLIES	06242011	6/30/2011	9/12/2011	\$312.14

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PITNEY BOWES	LEASE/RENT	EQUIPMENT	8321532SP11	9/13/2011	9/22/2011	\$93.00
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0114772-001	9/8/2011	9/22/2011	\$35.01
FEDEX	POSTAL SERVICES	SHIPPING	761909215	9/13/2011	9/22/2011	\$29.33
Total:						\$818.33
<hr/>						
COUNTY ATTORNEY						
PAYNE & HODOUS	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	80517	8/31/2011	9/12/2011	\$10,077.19
Total:						\$10,077.19
<hr/>						
COMMISSIONER OF THE REVENUE						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$29.36
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$87.33
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$2,392.80
U.S. CELLULAR	TELECOMMUNICATIONS	CELL	818443837073	8/24/2011	9/12/2011	\$70.02
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$40.76
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0114517001	8/31/2011	9/22/2011	\$106.84
PRICE DIGEST	OFFICE SUPPLIES	SUPPLIES	41078247	8/24/2011	9/22/2011	\$241.04
SHENANDOAH VALLEY WATER	OTHER OPERATING SUPPLIES	WATER	I4232210-11	9/1/2011	9/22/2011	\$28.98
STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	MEMBERSHIP	7584	8/31/2011	9/22/2011	\$300.00
Total:						\$3,297.13
<hr/>						
TREASURER						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$52.11
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	20100800	8/9/2011	9/12/2011	\$450.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	20100787	8/16/2011	9/12/2011	\$600.00
DMV	DMV-ONLINE	STOP PAYMENTS	11243338	8/31/2011	9/12/2011	\$1,640.00
SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	13464500-11	9/25/2011	9/12/2011	\$26.60
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$35.24
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$39.53
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	20100805	8/22/2011	9/22/2011	\$250.00
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	20100813	8/29/2011	9/22/2011	\$250.00
M & W PRINTERS INC	POSTAL SERVICES	R E TAX 2ND HALF	71785	9/8/2011	9/22/2011	\$2,682.80
M & W PRINTERS INC	POSTAL SERVICES	PP TAX 2ND HALF	71786	9/8/2011	9/22/2011	\$5,591.70
Total:						\$11,617.98
INFORMATION TECHNOLOGY						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$137.30
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$12.56
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	WEAVER 831	8/31/2011	9/12/2011	\$31.49
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$32.00
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$41.97
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$56.26
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$94.63
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	MCPMAHON	8/31/2011	9/12/2011	\$119.98
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$141.72
BANK OF AMERICA	CONTRACT SERVICES	MONTHLY STATEMENT	MCPMAHON	8/31/2011	9/12/2011	\$431.89
BANK OF AMERICA	CONTRACT SERVICES	MONTHLY STATEMENT	RODRIGUEZ 0816	8/31/2011	9/12/2011	\$453.10

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$720.66
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	HOOVER 0831	8/31/2011	9/12/2011	\$890.85
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	MCCMAHON	8/31/2011	9/12/2011	\$1,301.50
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$5.87
SAVE YOUR DATA LLC	PROFESSIONAL SERVICES	IT SERVICE	500	8/1/2011	9/12/2011	\$2,295.00
Total:						\$6,766.78
<hr/>						
FINANCE						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$23.49
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$47.57
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	Copier Lease	11251340	8/31/2011	9/12/2011	\$311.57
EAGLE FLIGHT BUSINESS	OFFICE SUPPLIES	SUPPLIES	11597	9/14/2011	9/22/2011	\$193.50
Total:						\$576.13
<hr/>						
REGISTRAR/ELECTORAL BOARD						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$51.36
AUTOMATED OFFICE SYSTEMS	ADP SUPPLIES	EQUIPMENT	052859	9/1/2011	9/12/2011	\$155.00
JEROME PATCHEN	MILEAGE ALLOWANCES	MILEAGE	08302011	8/30/2011	9/12/2011	\$34.41
JEROME PATCHEN	GENERAL MATERIALS AND SUPPLIES	REIMBURSEMENT	09022011	9/2/2011	9/12/2011	\$41.01
JOYCE PACE	MILEAGE ALLOWANCES	REIMBURSEMENT	09022011	9/2/2011	9/12/2011	\$210.62
SAMS CLUB/GEMB	CONVENTION AND EDUCATION	SUPPLIES	VN09022011	9/1/2011	9/12/2011	\$46.44
SAVE YOUR DATA LLC	CONTRACT SERVICES	TRAINING	512	8/18/2011	9/12/2011	\$30.00
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	PACE 8/31/11	8/31/2011	9/12/2011	\$73.54

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATMENT	PACE 8/31/11	8/31/2011	9/12/2011	\$167.60
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$38.40
ALAN D STEWART	CONTRACT SERVICES	ELECTION	08232011 AS2	8/23/2011	9/22/2011	\$30.00
ALAN D STEWART	CONTRACT SERVICES	ELECTION	08232011 AS	8/23/2011	9/22/2011	\$200.00
BARBARA GAINES	CONTRACT SERVICES	ELECTION	08232011 BG	8/23/2011	9/22/2011	\$185.00
BARBARA N WOOD	CONTRACT SERVICES	ELECTION	08232011 BW	8/23/2011	9/22/2011	\$175.00
BERTHA S. VIA	CONTRACT SERVICES	ELECTION	08232011 BV	8/23/2011	9/22/2011	\$97.50
BERTHA THOMAS	MILEAGE ALLOWANCES	ELECTION	08232011 BT	8/23/2011	9/22/2011	\$5.55
BERTHA THOMAS	CONTRACT SERVICES	ELECTION	08232011 BT	8/23/2011	9/22/2011	\$225.00
BRENDA CHEVES	CONTRACT SERVICES	ELECTION	08232011 BC	8/23/2011	9/22/2011	\$225.00
BRENDA E ALLEN	CONTRACT SERVICES	ELECTION	08232011 BA	8/23/2011	9/22/2011	\$150.00
CALEB H PACE	CONTRACT SERVICES	ELECTION	08232011 CP	8/23/2011	9/22/2011	\$100.00
CALVIN BRUCE	CONTRACT SERVICES	ELECTION	08232011 CB	8/23/2011	9/22/2011	\$60.00
CAROL WALKER	CONTRACT SERVICES	ELECTION	08232011 CW	8/23/2011	9/22/2011	\$122.50
CHERYL A KASPER	CONTRACT SERVICES	ELECTION	08232011 SK	8/23/2011	9/22/2011	\$97.50
CLAUDIA I THOMAS	CONTRACT SERVICES	ELECTION	08232011 CT	8/23/2011	9/22/2011	\$175.00
CORINNE S. VESTIGO	CONTRACT SERVICES	ELECTION	08232011 CV	8/23/2011	9/22/2011	\$150.00
DANIEL D GRAFF	MILEAGE ALLOWANCES	ELECTION	08232011 DG	8/23/2011	9/22/2011	\$8.88
DANIEL D GRAFF	CONTRACT SERVICES	ELECTION	08232011 DG	8/23/2011	9/22/2011	\$225.00
DEREK BURCH	CONTRACT SERVICES	ELECTION	08232011 DB	8/23/2011	9/22/2011	\$160.00
DORA V NELSON	CONTRACT SERVICES	ELECTION	08232011 DN	8/23/2011	9/22/2011	\$97.50
DUANE L. HOGGE	CONTRACT SERVICES	ELECTION	08232011 DH2	8/23/2011	9/22/2011	\$30.00
DUANE L. HOGGE	CONTRACT SERVICES	ELECTION	08232011 DH	8/23/2011	9/22/2011	\$150.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
EDWARD M COMPTON	CONTRACT SERVICES	ELECTION	08232011 EC	8/23/2011	9/22/2011	\$185.00
EMILY R. GORDON	CONTRACT SERVICES	ELECTION	08232011 EG	8/23/2011	9/22/2011	\$150.00
EMMA J WELLS	CONTRACT SERVICES	ELECTION	08232011 EW	8/23/2011	9/22/2011	\$175.00
ENCILIE GRIFFIN	CONTRACT SERVICES	ELECTION	08232011 EG	8/23/2011	9/22/2011	\$175.00
ERNESTINE W BURRUS	CONTRACT SERVICES	ELECTION	08232011 EB	8/23/2011	9/22/2011	\$175.00
ETTA H COLLINS	CONTRACT SERVICES	ELECTION	08232011 EC	8/23/2011	9/22/2011	\$150.00
EVERETT M HAMMAH	CONTRACT SERVICES	ELECTION	08232011 EH	8/23/2011	9/22/2011	\$175.00
FLORENCE H. PALMER	CONTRACT SERVICES	ELECTION	08232011 FP	8/23/2011	9/22/2011	\$150.00
FLUVANNA CO SHERIFF'S OFC	CONTRACT SERVICES	ELECTION	FCR07	8/23/2011	9/22/2011	\$840.00
FRANCES P SCHUTZ	MILEAGE ALLOWANCES	ELECTION	08232011FS	8/23/2011	9/22/2011	\$30.83
FRANCES P SCHUTZ	CONTRACT SERVICES	ELECTION	08232011FS	8/23/2011	9/22/2011	\$200.00
FRITZ H GERTSEN	CONTRACT SERVICES	ELECTION	08232011 FG	8/23/2011	9/22/2011	\$150.00
GEORGE D BALL	CONTRACT SERVICES	ELECTION	08232011 GB	8/23/2011	9/22/2011	\$175.00
HILDA P. PENDERGRASS	CONTRACT SERVICES	ELECTION	08232011 HP	8/23/2011	9/22/2011	\$150.00
HUGH D NIX	CONTRACT SERVICES	ELECTION	08232011 HN	8/23/2011	9/22/2011	\$200.00
IANTHIA T AARONS	CONTRACT SERVICES	ELECTION	08232011 IA	8/23/2011	9/22/2011	\$175.00
IRENE C BURKE	MILEAGE ALLOWANCES	ELECTION	08232011 IB	8/23/2011	9/22/2011	\$12.21
IRENE C BURKE	CONTRACT SERVICES	ELECTION	08232011 IB	8/23/2011	9/22/2011	\$150.00
JAMES M TINKER	CONTRACT SERVICES	ELECTION	08232011 JT	8/23/2011	9/22/2011	\$175.00
JANICE L. CROWTHER	CONTRACT SERVICES	ELECTION	08232011 JC	8/23/2011	9/22/2011	\$175.00
JEANIA L OLIVER	CONTRACT SERVICES	ELECTION	08232011 JO	8/23/2011	9/22/2011	\$175.00
JOE E. CLARK	CONTRACT SERVICES	ELECTION	08232011 JC	8/23/2011	9/22/2011	\$97.50
JOE W PALMET	CONTRACT SERVICES	ELECTION	08232011 JP	8/23/2011	9/22/2011	\$60.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
JOSE R. ALVAREZ	CONTRACT SERVICES	ELECTION	08232011 JA	8/23/2011	9/22/2011	\$150.00
JOSHUA W PACE	CONTRACT SERVICES	ELECTION	08232011 JP2	8/23/2011	9/22/2011	\$60.00
JOSHUA W PACE	CONTRACT SERVICES	ELECTION	08232011 JP	8/23/2011	9/22/2011	\$200.00
KENNETH H ADAMS	CONTRACT SERVICES	ELECTION	08232011 KA	8/23/2011	9/22/2011	\$175.00
KENNETH H WALLER	CONTRACT SERVICES	ELECTION	08232011 KW	8/23/2011	9/22/2011	\$97.50
KIM L REYNOLDS	CONTRACT SERVICES	ELECTION	08232011 KR	8/23/2011	9/22/2011	\$97.50
LARRY N. BRUCE	CONTRACT SERVICES	ELECTION	10232011 LB	8/23/2011	9/22/2011	\$60.00
LINDA P. WALLER	CONTRACT SERVICES	ELECTION	08232011 LW	8/23/2011	9/22/2011	\$97.50
LINDA S OKUN	CONTRACT SERVICES	ELECTION	08232011 LO	8/23/2011	9/22/2011	\$97.50
LINDSAY K WHITE	CONTRACT SERVICES	ELECTION	08232011 LW	8/23/2011	9/22/2011	\$175.00
LORRAINE F. WHEELER	CONTRACT SERVICES	ELECTION	08232011 LW	8/23/2011	9/22/2011	\$175.00
MINOR EAGER	CONTRACT SERVICES	ELECTION	08232011 ME	8/23/2011	9/22/2011	\$175.00
NANCY K. STEWARD	CONTRACT SERVICES	ELECTION	08232011 NS	8/23/2011	9/22/2011	\$30.00
NANCY L STEWARD	CONTRACT SERVICES	ELECTION	08232011 NS	8/23/2011	9/22/2011	\$185.00
PATRICIA B EAGER	CONTRACT SERVICES	ELECTION	08232011 PE	8/23/2011	9/22/2011	\$160.00
PATRICIA F CHARNEY	CONTRACT SERVICES	ELECTION	08232011 PC	8/23/2011	9/22/2011	\$97.50
PATRICIA M WOODSON	CONTRACT SERVICES	ELECTION	150.00	8/23/2011	9/22/2011	\$150.00
PETER C ALLEN	CONTRACT SERVICES	ELECTION	08232011 PA	8/23/2011	9/22/2011	\$150.00
REBECCA MESSINA	CONTRACT SERVICES	ELECTION	08232011 RM	8/23/2011	9/22/2011	\$125.00
RICHARD A. JAEGER	CONTRACT SERVICES	ELECTION	08232011 RJ	8/23/2011	9/22/2011	\$175.00
ROBERT G MINNIS	CONTRACT SERVICES	ELECTION	08232011 RM	8/23/2011	9/22/2011	\$97.50
ROBERT JAMES	CONTRACT SERVICES	ELECTION	08232011 RJ	8/23/2011	9/22/2011	\$60.00
ROBERT W MCBAIN	CONTRACT SERVICES	ELECTION	08232011 RM	8/23/2011	9/22/2011	\$150.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
ROSANN S HILL	CONTRACT SERVICES	ELECTION	08232011 RH	8/23/2011	9/22/2011	\$160.00
ROSILYN A BOLSKI	CONTRACT SERVICES	ELECTION	08232011 RB	8/23/2011	9/22/2011	\$97.50
SANDRA J ADAMS	MILEAGE ALLOWANCES	ELECTION	08232011 SA	8/23/2011	9/22/2011	\$13.32
SANDRA J ADAMS	CONTRACT SERVICES	ELECTION	08232011 SA	8/23/2011	9/22/2011	\$200.00
SHANIKA BURRUSS	CONTRACT SERVICES	ELECTION	08232011 SB	8/23/2011	9/22/2011	\$150.00
SHIRLEY D. ROUNDTREE	CONTRACT SERVICES	ELECTION	08232011 SR	8/23/2011	9/22/2011	\$175.00
TERENCE FORLONG	CONTRACT SERVICES	ELECTION	08232011 TF	8/23/2011	9/22/2011	\$150.00
TWANNA PATTERSON	CONTRACT SERVICES	ELECTION	08232011	8/23/2011	9/22/2011	\$100.00
VERA C. FITZGERALD	CONTRACT SERVICES	ELECTION	08232011 EF	8/23/2011	9/22/2011	\$150.00
VICKIE ARGIE	CONTRACT SERVICES	ELECTION	08232011 VA	8/23/2011	9/22/2011	\$97.50
SHENANDOAH VALLEY WATER	OTHER OPERATING SUPPLIES	WATER	14031010-11	9/20/2011	9/22/2011	\$19.21
Total:						\$11,870.88
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GENERAL DISTRICT COURT						
VIRGINIA WATERS INC	MAINTENANCE CONTRACTS	WATER	17350 08	9/2/2011	9/12/2011	\$12.00
CENTURYLINK 309871364	TELECOMMUNICATIONS	PHONE	309871364 08	8/16/2011	9/12/2011	\$423.59
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$2.70
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$35.40
PITNEY BOWES GLOBAL	MAINTENANCE CONTRACTS	EQUIPMENT	3083012	9/13/2011	9/22/2011	\$672.00
VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	EQUIPMENT	11330492	9/12/2011	9/22/2011	\$178.62
Total:						\$1,324.31
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**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
COURT SERVICE UNIT						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$23.49
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$48.38
STONER ENTERPRISES INC	FURNITURE & FIXTURES	WATER	09072011	9/7/2011	9/22/2011	\$8.95
					Total:	\$80.82
CLERK OF THE CIRCUIT COURT						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$46.98
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$52.18
BOUSON E. PETERSON, JR.	DUES OR ASSOCIATION MEMBERSHIP	MEETING	09202011	9/20/2011	9/22/2011	\$125.00
CHARLOTTESVILLE OFFICE	OFFICE SUPPLIES	SUPPLIES	57327	9/1/2011	9/22/2011	\$150.00
LOGAN SYSTEMS INC	PRINTING AND BINDING	PAPER	42432	9/15/2011	9/22/2011	\$169.50
LOGAN SYSTEMS INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	42074	9/1/2011	9/22/2011	\$2,541.67
LOGAN SYSTEMS INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	42390	9/15/2011	9/22/2011	\$2,541.67
SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	I2484350011	9/1/2011	9/22/2011	\$64.65
					Total:	\$5,691.65
CIRCUIT COURT JUDGE						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$17.62
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$32.65
					Total:	\$50.27
COMMONWEALTH ATTY						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$51.61

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	I3547800-11	9/1/2011	9/12/2011	\$26.60
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	HAISLIP 0831	8/31/2011	9/12/2011	\$132.28
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	HAISLIP 0831	8/31/2011	9/12/2011	\$782.05
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$23.49
JEFF HAISLIP	CONVENTION AND EDUCATION	REIMBURSMENT	08312011	8/31/2011	9/12/2011	\$34.24
NATIONAL CENTER FOR	DUES OR ASSOCIATION MEMBERSHIP	MEMBERSHIP	STADER 09012011	8/23/2011	9/12/2011	\$95.00
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$37.48
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	BOOKS	3399735001 0000	9/22/2011	9/22/2011	\$104.66
Total:						\$1,287.41
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SHERIFF						
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	HESS 08/31	8/31/2011	9/12/2011	\$25.00
BANK OF AMERICA	TELECOMMUNICATIONS	CELL PHONE BILL	GATLIN 8/31	8/31/2011	9/12/2011	\$2,022.24
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$46.98
CENTURYLINK 310191749	TELECOMMUNICATIONS	PHONE	31091749 0816	8/16/2011	9/12/2011	\$906.66
GALLS	UNIFORM/WEARING APPAREL	SUPPLIES	511563258	8/17/2011	9/12/2011	\$109.97
GRAVITYS EDGE COMPUTERS	OFFICE SUPPLIES	SUPPLIES	GEC1 0712	8/25/2011	9/12/2011	\$31.49
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$7,831.27
ONE TIME	FOOD SUPPLIES	REIMBURSMENT	09/07/2011	9/7/2011	9/12/2011	\$165.04
ONE TIME	POLICE SUPPLIES	SUPPLIS	i861386	8/23/2011	9/12/2011	\$1,068.96
PITNEY BOWES	POSTAL SERVICES	EQUIPMENT	15560705871 08	8/17/2011	9/12/2011	\$519.99
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$516.11
ANDERSON TIRE COMPANY	BLDGS EQUIP VEHICLE REP&MAINT	TIRES	IN00162457	8/15/2011	9/22/2011	\$281.01

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
ANDERSON TIRE COMPANY	BLDGS EQUIP VEHICLE REP&MAINT	TIRES	IN00162355	8/9/2011	9/22/2011	\$371.92
AT&T 286-3642	TELECOMMUNICATIONS	PHONE	7305055828001 09	9/6/2011	9/22/2011	\$95.45
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	BATTERY	89302	8/26/2011	9/22/2011	\$66.70
COLONIAL AUTO CENTER	BLDGS EQUIP VEHICLE REP&MAINT	SERVICIE	536316	9/7/2011	9/22/2011	\$95.20
COLONIAL AUTO CENTER	VEHICLE/POWER EQUIP SUPPLIES	MAINTENANCE	279833	8/30/2011	9/22/2011	\$125.92
COLONIAL AUTO CENTER	VEHICLE/POWER EQUIP SUPPLIES	SERVICE	280179	9/8/2011	9/22/2011	\$398.59
DAVID SHERIDAN	VEHICLE FUEL	MEALS/GAS	09202011	9/20/2011	9/22/2011	\$10.01
DAVID SHERIDAN	SUBSISTENCE & LODGING	MEALS/GAS	09202011	9/20/2011	9/22/2011	\$189.27
DONNA'S NEEDLEWORK	UNIFORM/WEARING APPAREL	UNIFORMS	886723,258350	8/22/2011	9/22/2011	\$30.00
E.W. THOMAS	FOOD SUPPLIES	INMATE MEALS	09082011EWT	9/8/2011	9/22/2011	\$14.32
FLUVANNA DO IT BEST	OFFICE SUPPLIES	SUPPLIES	033147	8/26/2011	9/22/2011	\$4.00
FLUVANNA DO IT BEST	OFFICE SUPPLIES	SUPPLIES	033384	9/20/2011	9/22/2011	\$5.86
FLUVANNA DO IT BEST	POLICE SUPPLIES	SUPPLIES	033343	9/15/2011	9/22/2011	\$21.92
FLUVANNA DO IT BEST	OFFICE SUPPLIES	SUPPLIES	033187	9/7/2011	9/22/2011	\$124.68
GARY SHULL'S AUTO REPAIR	BLDGS EQUIP VEHICLE REP&MAINT	STATE INSPECTION	1001405	8/31/2011	9/22/2011	\$16.00
GARY SHULL'S AUTO REPAIR	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	1001405A	8/31/2011	9/22/2011	\$16.00
GARY SHULL'S AUTO REPAIR	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	1001406	9/7/2011	9/22/2011	\$16.00
GE CAPITAL	LEASE/RENT	EQUIPMENT	56216577	9/14/2011	9/22/2011	\$96.90
HOME PORT FILING SYSTEMS	OFFICE SUPPLIES	SUPPLIES	1257	9/1/2011	9/22/2011	\$459.76
ONE TIME	SUBSISTENCE & LODGING	MEAL	09072011SF	9/7/2011	9/22/2011	\$20.00
PERFORMANCE SIGNS	BLDGS EQUIP VEHICLE REP&MAINT	SUPPLIES	4402	9/21/2011	9/22/2011	\$120.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
SHENANDOAH VALLEY WATER	FOOD SUPPLIES	WATER	1382271011	9/1/2011	9/22/2011	\$23.20
SOUTHERN POLICE EQUIPMENT	UNIFORM/WEARING APPAREL	SUPPLIS	152491	9/15/2011	9/22/2011	\$100.00
STREICHER'S	POLICE SUPPLIES	SUPPLIES	1860653	8/19/2011	9/22/2011	\$124.44
VERIZON WIRELESS	TELECOMMUNICATIONS	PHONE	6628521934 09	9/22/2011	9/22/2011	\$1,075.39
VIRGINIA OIL FLEET PROG	VEHICLE FUEL	GAS	09062011	9/6/2011	9/22/2011	\$747.28
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	maintenance	27664	8/16/2011	9/22/2011	\$15.70
WEST RIVER AUTO	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	30340	9/19/2011	9/22/2011	\$34.86
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE	27635	8/10/2011	9/22/2011	\$45.20
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	27721	8/30/2011	9/22/2011	\$130.04
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	09132011	9/7/2011	9/22/2011	\$35.00
CENTURYLINK 309903768	TELECOMMUNICATIONS	PHONE	309903768 0907	9/7/2011	9/22/2011	\$151.62
COLONIAL AUTO CENTER	VEHICLE/POWER EQUIP SUPPLIES	SERVICE	280326	9/9/2011	9/22/2011	\$186.58
COLONIAL AUTO CENTER	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE	536852	9/8/2011	9/22/2011	\$198.89
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	29031	9/7/2011	9/22/2011	\$13.00
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	29321	7/28/2011	9/22/2011	\$13.00
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	28424	7/28/2011	9/22/2011	\$16.00
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	27809	7/28/2011	9/22/2011	\$27.00
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	28730	7/28/2011	9/22/2011	\$51.50
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE	281686	7/28/2011	9/22/2011	\$317.70
STAPLES CREDIT PLAN	OFFICE SUPPLIES	SUPPLIES	48370	9/3/2011	9/22/2011	\$95.97

**County of Fluvanna
Accounts Payable List**

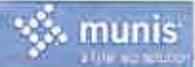
**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Total:						\$19,225.59
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E911						
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	JOHNSON 0831	8/31/2011	9/12/2011	\$203.40
BANK OF AMERICA	TELECOMMUNICATIONS	CELL PHONE BILL	GATLIN 8/31	8/31/2011	9/12/2011	\$468.57
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$5.87
DYNAMIC RESOURCE SOLUTION	CONTRACT SERVICES	IT SERVICES	614	8/23/2011	9/12/2011	\$1,725.00
EMERSON NETWORK POWER	MAINTENANCE CONTRACTS	E-911	C205208	8/31/2011	9/12/2011	\$8,391.00
ONE TIME	SUBSISTENCE & LODGING	REIMBURSMENT	08302011	8/23/2011	9/12/2011	\$100.93
STAPLES BUSINESS	OFFICE SUPPLIES	SUPPLIES	8019411012	8/31/2011	9/12/2011	\$245.61
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$31.15
CENTURYLINK 310214091	TELECOMMUNICATIONS	PHONE	310214091 0819	8/19/2011	9/22/2011	\$960.80
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	EQUIPMENT	89364	9/6/2011	9/22/2011	\$144.00
M & N INDUSTRIES INC	E911 HOUSE SIGNS	SUPPLIES	6074	9/9/2011	9/22/2011	\$1,153.00
MSAG DATA CONSULTANTS,INC	MSAG SERVICES	GIS	C310512	8/19/2011	9/22/2011	\$168.00
ONE TIME	SUBSISTENCE & LODGING	REIMBURSMENT	09192011	9/19/2011	9/22/2011	\$12.37
VERIZON WIRELESS	TELECOMMUNICATIONS	PHONE	6628521934 09	9/22/2011	9/22/2011	\$468.32
Total:						\$14,078.02
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FOREST WARDEN						
STATE FORESTER	FOREST FIRE SUPPRESSION	DEPT OF FORESTRY	09162011	9/13/2011	9/22/2011	\$9,053.46
Total:						\$9,053.46
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**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CORRECTION AND DETENTION						
COUNTY OF ALBEMARLE	BRJDC DEBT PAYMENT	DEBT SERVICE PAYMENT	FY2011-00001327	6/30/2011	9/12/2011	\$18,713.00
COUNTY OF ALBEMARLE	CONFINEMENT - BRJDC	JUVENILE DETENTION	FY201100001317	6/30/2011	9/12/2011	\$7,717.00
COUNTY OF ALBEMARLE	CONFINEMENT - BRJDC	JUVENILE DETENTION	FY201200000121	7/29/2011	9/22/2011	\$4,474.80
COUNTY OF ALBEMARLE	BRJDC DEBT PAYMENT	1ST QTR FY12	FY201200000110	8/26/2011	9/22/2011	\$17,337.00
E.W. THOMAS	FOOD SUPPLIES	INMATE MEALS	09082011EWT	9/8/2011	9/22/2011	\$5.67
Total:						\$48,247.47
BUILDING INSPECTIONS						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$52.11
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$76.68
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$23.49
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$313.10
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$33.36
FLUVANNA CO CIRCUIT COURT	OFFICE SUPPLIES	NOTARY FEE	09132011	9/13/2011	9/22/2011	\$10.00
TREASURER OF VIRGINIA	OFFICE SUPPLIES	NOTARY APPLICATION	09132011	9/13/2011	9/22/2011	\$45.00
Total:						\$553.74
ANIMAL CONTROL						
CROSSROADS AUTO REPAIR LL	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	0005326	8/30/2011	9/12/2011	\$404.99
FLUVANNA SPCA	CONTRACT SERVICES	MONTHLY CONTRACT SERVICES	9-11	9/8/2011	9/12/2011	\$6,600.00
GILLIAM MOTORS INC	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE	43308	8/30/2011	9/12/2011	\$524.69
JONES AUTOMOTIVE CTR INC	BLDGS EQUIP VEHICLE REP&MAINT	REPLACE BATTERY	60124	8/30/2011	9/12/2011	\$138.54

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
LOWE'S	OTHER OPERATING SUPPLIES	STATEMENT	08/25/2011	9/6/2011	9/12/2011	\$233.92
ONE TIME	VEHICLE/POWER EQUIP SUPPLIES	SEAT BELT	29691	8/3/2011	9/12/2011	\$35.00
WAGNER'S WRECKER SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	REPAIR	08/31/2011	8/30/2011	9/12/2011	\$105.00
WAGNER'S WRECKER SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	08312011	8/30/2011	9/12/2011	\$105.00
ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	08312011	8/31/2011	9/12/2011	\$168.41
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$32.00
BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$234.79
BANK OF AMERICA	UNIFORM/WEARING APPAREL	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$316.66
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$509.08
FLUVANNA CO PUBLIC SCHOOLS	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	09082011	9/8/2011	9/22/2011	\$20.00
FLUVANNA CO PUBLIC SCHOOLS	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	09082011B	9/8/2011	9/22/2011	\$36.00
Total:						\$9,464.08
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LITTER						
BARCO PRODUCTS COMPANY	OTHER OPERATING SUPPLIES	Recycling Containers	061101586	8/23/2011	9/22/2011	\$5,516.00
CENTRAL VIRGINIA	PROFESSIONAL SERVICES	CLEAN UP CREW	09092011	9/9/2011	9/22/2011	\$2,355.00
Total:						\$7,871.00
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FACILITIES						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$142.31
BLUE RIDGE PAINT &	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	110897650574	8/30/2011	9/12/2011	\$5.04

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BLUE RIDGE PAINT &	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	110897650546	8/30/2011	9/12/2011	\$879.74
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	REPAIR	11584	9/6/2011	9/12/2011	\$8.00
LEWIS L PERSINGER	BLDGS EQUIP VEHICLE REP&MAINT	DOG KENNEL	09062011	9/6/2011	9/12/2011	\$3,180.36
LOWE'S	GENERAL MATERIALS AND SUPPLIES	STATEMENT	08/25/2011	9/6/2011	9/12/2011	\$862.57
M & D COMPLETE LAWN CARE	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	349	9/6/2011	9/12/2011	\$1,500.00
MIKE'S STAIN & PAINT INC	CONTRACT SERVICES	PAINT DOG KENNEL	1179	8/30/2011	9/12/2011	\$850.00
PURCELL LUMBER	GENERAL MATERIALS AND SUPPLIES	AYOOKUWA	110883284149	8/30/2011	9/12/2011	\$159.83
PURCELL LUMBER	GENERAL MATERIALS AND SUPPLIES	DOOR	84835	8/30/2011	9/12/2011	\$378.09
SAMS CLUB/GEMB	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	09172011	8/23/2011	9/12/2011	\$39.96
ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	08312011	8/31/2011	9/12/2011	\$119.19
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$7.74
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$34.22
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$36.72
BANK OF AMERICA	OTHER OPERATING SUPPLIES	MONTHLY STATEMENT	ROBINS 0831	8/31/2011	9/12/2011	\$64.07
BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$218.03
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	NUCKOLS 8/31	8/31/2011	9/12/2011	\$1,175.76
BETTER LIVING INC	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	0812011	8/30/2011	9/12/2011	\$337.97
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	11583	8/23/2011	9/12/2011	\$51.83
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$23.49
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394286676	8/24/2011	9/12/2011	\$105.53

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394288618	8/23/2011	9/12/2011	\$105.53
ECK SUPPLY COMPANY	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	10271279	8/30/2011	9/12/2011	\$588.08
GENERATOR SERVICE COMPANY	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	12132	8/24/2011	9/12/2011	\$687.19
KELLY'S SHOP	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	09012011	8/23/2011	9/12/2011	\$395.00
MCL CONSTRUCTION INC	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	525	8/23/2011	9/12/2011	\$325.00
OLIVER ROOFING & GUTTER	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	09022011	8/23/2011	9/12/2011	\$2,440.00
RUHLMAN'S HAULING	AGRICULTURAL SUPPLIES	GRAVEL	09022011	8/31/2011	9/12/2011	\$896.62
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$34.39
WAGNER'S WRECKER SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	GLASS	824	8/23/2011	9/12/2011	\$149.00
TREASURER OF VIRGINIA	VEHICLE/POWER EQUIP SUPPLIES	EQUIPMENT	SR07123	6/14/2011	9/12/2011	\$650.00
E.W. THOMAS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	09022011A	9/2/2011	9/22/2011	\$18.18
E.W. THOMAS	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	09022011A	9/2/2011	9/22/2011	\$19.18
E.W. THOMAS	SUBSISTENCE & LODGING	SUPPLIES	09022011A	9/2/2011	9/22/2011	\$90.55
KELLY'S SHOP	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	09202011	9/20/2011	9/22/2011	\$198.00
LEWIS L PERSINGER	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	09162011	9/16/2011	9/22/2011	\$466.99
THYSSENKRUPP ELEVATOR	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	317664	9/14/2011	9/22/2011	\$725.00
TRACTOR HILL EQUIP LLC	BLDGS EQUIP VEHICLE REP&MAINT	EQUIPMENT	510591	9/19/2011	9/22/2011	\$182.90
BLUE RIDGE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	110897650572	8/30/2011	9/22/2011	\$175.40
BLUE RIDGE PAINT &	GENERAL MATERIALS AND SUPPLIES	PAINT	110997650886	9/7/2011	9/22/2011	\$70.16

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE UNIT	405834	8/31/2011	9/22/2011	\$338.73
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE UNIT	40-53325	8/31/2011	9/22/2011	\$677.78
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394290529	9/8/2011	9/22/2011	\$110.53
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394292460	9/15/2011	9/22/2011	\$123.26
DONOVAN'S PLUMBING & ELECTRICAL	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	07292011	7/29/2011	9/22/2011	\$262.00
TRACTOR HILL EQUIP LLC	VEHICLE/POWER EQUIP SUPPLIES	EQUIPMENT	46121	9/14/2011	9/22/2011	\$337.46
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE UNIT	4053132	8/19/2011	9/22/2011	\$211.16
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE	4053135	8/23/2011	9/22/2011	\$542.28
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	40-52877	8/1/2011	9/22/2011	\$557.05
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	service	4053134	8/19/2011	9/22/2011	\$561.76
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	4053133	8/19/2011	9/22/2011	\$1,045.21
Total:						\$23,164.84
<hr/>						
GENERAL SERVICES						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$645.55
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	AUGUST 2011	8/23/2011	9/12/2011	\$10,684.46
FORK UNION	WATER SERVICES	WATER	07012011	7/1/2011	9/12/2011	\$89.60
ABC EXTINGUISHERS LLC	MAINTENANCE CONTRACTS	MAINTENANCE	ABC3822	9/14/2011	9/22/2011	\$30.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	070031500 09	9/20/2011	9/22/2011	\$1,254.37
CII SERVICE	MAINTENANCE CONTRACTS	MAINTENANCE	40053510	9/15/2011	9/22/2011	\$2,437.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	AUGUST 2011A	8/26/2011	9/22/2011	\$2,198.56

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	ELEVATOR	574353	9/1/2011	9/22/2011	\$875.45
TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	620996	9/15/2011	9/22/2011	\$3,606.04
ALLIED WASTE SERVICE 410	MAINTENANCE CONTRACTS	WASTE	0410000468309	8/31/2011	9/22/2011	\$669.84
ALLIED WASTE SERVICES 410	MAINTENANCE CONTRACTS	WASTE	0410000468618	8/31/2011	9/22/2011	\$231.91
AQUA VA	WATER SERVICES	WATER	09072537 09	9/15/2011	9/22/2011	\$25.86
AQUA VA	WATER SERVICES	WATER	09072534 09	9/7/2011	9/22/2011	\$26.94
AQUA VA	WATER SERVICES	WATER	09072535 09	9/15/2011	9/22/2011	\$28.56
AQUA VA	WATER SERVICES	WATER	09072559 09	9/7/2011	9/22/2011	\$59.34
AQUA VA	WATER SERVICES	WATER	29549879 09	9/7/2011	9/22/2011	\$150.96
BOSLEY CROWTHER	LEASE/RENT	LEASE	10012001	9/20/2011	9/22/2011	\$2,000.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	054015200 09	9/7/2011	9/22/2011	\$17.20
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	MTH SVC ELECTRIC	054014500 09	9/7/2011	9/22/2011	\$24.91
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	054045300 09	9/7/2011	9/22/2011	\$25.99
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	054014001 09	9/7/2011	9/22/2011	\$28.56
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	054043700 09	9/7/2011	9/22/2011	\$76.37
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	054015100 09	9/7/2011	9/22/2011	\$108.30
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTREIC	053037100 09	9/7/2011	9/22/2011	\$477.21
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	070032500 09	9/7/2011	9/22/2011	\$1,479.74
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	09092011	9/7/2011	9/22/2011	\$296.00
SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	13807110-11	9/20/2011	9/22/2011	\$52.65
Total:						\$27,601.37

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PUBLIC WORKS						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$109.25
ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	08312011	8/31/2011	9/12/2011	\$15.48
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	ROBINS 0831	8/31/2011	9/12/2011	\$30.09
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	ROBINS 0831	8/31/2011	9/12/2011	\$269.97
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$23.49
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$118.58
E.W. THOMAS	SUBSISTENCE & LODGING	SUPPLIES	09022011A	9/2/2011	9/22/2011	\$19.15
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	27751	9/7/2011	9/22/2011	\$61.27
Total:						\$647.28
LANDFILL						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$31.20
BFI	CONTRACT SERVICES	TRASH REMOVAL	004916	8/31/2011	9/12/2011	\$3,017.33
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	050301000 0831	8/31/2011	9/12/2011	\$92.52
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$44.69
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$2.70
VERIZON BUSINES #90048588	TELECOMMUNICATIONS	PHONE	74195585	8/25/2011	9/12/2011	\$9.74
BFI	CONTRACT SERVICES	TRASH	004927	9/15/2011	9/22/2011	\$2,807.39
MO-JOHNS INC	LEASE/RENT	PORT A JOHN	2227	9/6/2011	9/22/2011	\$60.00
SHENANDOAH VALLEY WATER	PURCHASE OF SERVICES	WATER	124842500-11	9/20/2011	9/22/2011	\$20.00
Total:						\$6,085.57

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
HEALTH						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$184.91
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$40.59
Total:						\$225.50
VJCCA						
COMMUNITY ATTENTION	PROFESSIONAL SERVICES	TEENS GIVE	10.00	6/30/2011	9/12/2011	\$10.00
DISCOVERY SCHOOL	PROFESSIONAL SERVICES	RESIDENTIAL	06012011	6/30/2011	9/12/2011	\$826.20
ONE TIME	PROFESSIONAL SERVICES	SERVICES	09072011	9/7/2011	9/22/2011	\$200.00
DR. JEFFREY C. FRACHER	PROFESSIONAL SERVICES	PSYCHO-SEXUAL EVALUATION	09072011	9/15/2011	9/22/2011	\$850.00
Total:						\$1,886.20
CSA						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$11.75
Total:						\$11.75
CSA PURCHASE OF SERVICES						
ABC PRESCHOOL	COMM SVCS		P07030425271	7/1/2011	9/12/2011	\$415.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000697249	8/31/2011	9/12/2011	\$900.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030409351	8/31/2011	9/12/2011	\$165.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030409452	8/31/2011	9/12/2011	\$165.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030417650	8/31/2011	9/12/2011	\$850.00
COMMUNITY ATTENTION	COMM SVCS		P07030418072	7/31/2011	9/12/2011	\$1,400.00
COMMUNITY ATTENTION	POS MAND THER FC 4E		P07030409685	7/31/2011	9/12/2011	\$1,525.44

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
COMMUNITY ATTENTION	TFC LIC. RES CONG CARE		P07030409083	7/31/2011	9/12/2011	\$3,314.88
ELK HILL	COMM SVCS		P07030411473	7/31/2011	9/12/2011	\$1,295.00
ELK HILL	TFC LIC. RES CONG CARE		P08030418981	8/31/2011	9/12/2011	\$7,894.46
FAMILY PRESERVATION SERV.	COMM SVCS		P07000700874	7/31/2011	9/12/2011	\$1,067.50
FAMILY PRESERVATION SERV.	COMM SVCS		P07000698576	7/31/2011	9/12/2011	\$1,102.50
FAMILY PRESERVATION SERV.	COMM SVCS		P07000695575	7/31/2011	9/12/2011	\$1,382.50
FIRST CONTRACTORS INC	COMM SVCS		P08030421953	8/31/2011	9/12/2011	\$2,906.25
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P08030411559	8/8/2011	9/12/2011	\$190.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P08030419154	8/8/2011	9/12/2011	\$20.00
FLUVANNA DEPARTMENT	COMM SVCS		P08030428155	8/22/2011	9/12/2011	\$500.00
FLUVANNA DEPARTMENT	POS MAND FC LIC RES CONG CARE		P08030428280	8/22/2011	9/12/2011	\$500.00
FLUVANNA DEPARTMENT	TFC LIC. RES CONG CARE		P08030428382	8/22/2011	9/12/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P08030428456	8/22/2011	9/12/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P08030429657	8/31/2011	9/12/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P08030429758	8/31/2011	9/12/2011	\$500.00
NANCY STAFF MS CCC SLP	COMM SVCS		P07000700978	7/31/2011	9/12/2011	\$350.00
OPEN DOOR CHRISTIAN SCHOOL	COMM SVCS		P08030413564	8/31/2011	9/12/2011	\$225.00
PAM MCINTIRE LPC	COMM SVCS		P08030424761	8/31/2011	9/12/2011	\$30.00
PAM MCINTIRE LPC	COMM SVCS		P08030424862	8/31/2011	9/12/2011	\$45.00
PAM MCINTIRE LPC	COMM SVCS		P07030424877	7/31/2011	9/12/2011	\$235.00
PENNY NORFORD PHD	COMM SVCS		P08030423563	8/31/2011	9/12/2011	\$480.00
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P07030408384	7/31/2011	9/12/2011	\$889.63

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PIEDMONT VIRGINIA	COMM SVCS		P08030427765	8/16/2011	9/12/2011	\$98.30
RACHEL LEWIS LCSW	COMM SVCS		P08030410360	8/31/2011	9/12/2011	\$270.00
REGINA CHRISTMAS	COMM SVCS		P08030412868	8/31/2011	9/12/2011	\$170.00
REGINA CHRISTMAS	COMM SVCS		P08030425966	8/31/2011	9/12/2011	\$340.00
REGINA CHRISTMAS	COMM SVCS		P08030426067	8/31/2011	9/12/2011	\$340.00
REGINA CHRISTMAS	COMM SVCS		P08030417769	8/31/2011	9/12/2011	\$625.00
STUMP EDUCATIONAL CONSULT	COMM SVCS		P08030417370	8/28/2011	9/12/2011	\$1,400.00
TERRI BLANCHETTI	COMM SVCS		P08030420148	8/31/2011	9/12/2011	\$450.00
TERRI BLANCHETTI	COMM SVCS		P09030420179	9/30/2011	9/12/2011	\$450.00
ABC PRESCHOOL	COMM SVCS		P07030413894	7/31/2011	9/22/2011	\$848.00
BRIDGES TREATMENT CENTER	EDUC SVCS CONG CARE		P08000696217	8/31/2011	9/22/2011	\$2,346.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000701052	8/31/2011	9/22/2011	\$585.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000700148	8/31/2011	9/22/2011	\$900.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000699353	8/31/2011	9/22/2011	\$1,080.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P07000701095	7/31/2011	9/22/2011	\$1,125.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000698749	8/31/2011	9/22/2011	\$1,125.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000701351	8/31/2011	9/22/2011	\$1,125.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P08000694850	8/31/2011	9/22/2011	\$1,575.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030288560	8/9/2011	9/22/2011	\$198.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030427557	8/31/2011	9/22/2011	\$312.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030288658	8/31/2011	9/22/2011	\$782.00
CHILD CONNECTION DEVEL	COMM SVCS		P08030288759	8/31/2011	9/22/2011	\$782.00
COMMUNITY ATTENTION	COMM SVCS		P07030421196	7/7/2011	9/22/2011	\$148.84

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
COMMUNITY ATTENTION	COMM SVCS		P08030418061	8/5/2011	9/22/2011	\$350.00
COMMUNITY ATTENTION	RES. CONG. CARE		P07000700530	7/31/2011	9/22/2011	\$1,080.00
COMMUNITY ATTENTION	POS MAND THER FC 4E		P07030287239	7/31/2011	9/22/2011	\$1,688.88
COMMUNITY ATTENTION	POS MAND THER FC 4E		P07030287340	7/31/2011	9/22/2011	\$1,688.88
COMMUNITY ATTENTION	POS MAND THER FC 4E		P08030287237	8/31/2011	9/22/2011	\$1,688.88
COMMUNITY ATTENTION	POS MAND THER FC 4E		P08030287338	8/31/2011	9/22/2011	\$1,688.88
COMMUNITY ATTENTION	RES. CONG. CARE		P07000700429	7/27/2011	9/22/2011	\$2,160.00
COMMUNITY ATTENTION	POS MAND FC LIC RES CONG CARE		P08030410522	8/31/2011	9/22/2011	\$2,430.00
COMMUNITY ATTENTION	TFC LIC. RES CONG CARE		P08030409032	8/31/2011	9/22/2011	\$3,314.88
COMMUNITY ATTENTION	COMM SVCS		P07030422997	7/31/2011	9/22/2011	\$3,510.00
COMMUNITY ATTENTION	RES. CONG. CARE		P08000700526	8/14/2011	9/22/2011	\$3,780.00
COMMUNITY ATTENTION	POS MAND FC LIC RES CONG CARE		P07030410524	7/31/2011	9/22/2011	\$8,370.00
COMPREHENS. SCREENING CT	COMM SVCS		P08030426962	8/18/2011	9/22/2011	\$45.00
CRAIG VILLALON LCSW	COMM SVCS		P08030420463	8/31/2011	9/22/2011	\$450.00
ELK HILL	COMM SVCS		P08000695367	8/31/2011	9/22/2011	\$135.00
ELK HILL	COMM SVCS		P08030418465	8/31/2011	9/22/2011	\$425.00
ELK HILL	COMM SVCS		P08030418766	8/31/2011	9/22/2011	\$500.00
ELK HILL	COMM SVCS		P08000697568	8/31/2011	9/22/2011	\$660.00
ELK HILL	COMM SVCS		P08030416464	8/31/2011	9/22/2011	\$945.00
ELK HILL	COMM SVCS		P08030420369	8/31/2011	9/22/2011	\$1,925.00
ELK HILL	RES. CONG. CARE		P07000702631	7/31/2011	9/22/2011	\$3,399.46
ELK HILL	EDUC SVCS CONG CARE		P08000697618	8/31/2011	9/22/2011	\$3,565.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
ELK HILL	RES. CONG. CARE		P08000697827	8/31/2011	9/22/2011	\$4,495.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030409570	8/31/2011	9/22/2011	\$140.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030428774	8/31/2011	9/22/2011	\$210.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030424571	8/31/2011	9/22/2011	\$262.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08000702084	8/31/2011	9/22/2011	\$525.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08000697085	8/31/2011	9/22/2011	\$665.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030416179	8/31/2011	9/22/2011	\$770.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030415676	8/31/2011	9/22/2011	\$787.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08030415378	8/31/2011	9/22/2011	\$1,137.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08030418873	8/31/2011	9/22/2011	\$1,277.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08030416380	8/31/2011	9/22/2011	\$1,592.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08030410672	8/31/2011	9/22/2011	\$1,627.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08030418277	8/31/2011	9/22/2011	\$1,627.50
FAMILY PRESERVATION SERV.	COMM SVCS		P08000696686	8/31/2011	9/22/2011	\$1,750.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030416281	8/31/2011	9/22/2011	\$1,750.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08000699683	8/31/2011	9/22/2011	\$2,030.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08000701182	8/31/2011	9/22/2011	\$2,100.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08030409275	8/31/2011	9/22/2011	\$2,397.50
FLUVANNA CO PARKS & REC	COMM SVCS		P07030429998	7/1/2011	9/22/2011	\$675.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030432909	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433010	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433111	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433308	9/13/2011	9/22/2011	\$500.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FLUVANNA DEPARTMENT	COMM SVCS		P09030433407	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433506	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433605	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433704	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433803	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030433902	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030434001	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030434100	9/13/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030434813	9/14/2011	9/22/2011	\$500.00
FLUVANNA DEPARTMENT	COMM SVCS		P09030434912	9/14/2011	9/22/2011	\$500.00
GRAFTON SCHOOL, INC	EDUC SVCS CONG CARE		P07000699820	7/31/2011	9/22/2011	\$345.00
GRAFTON SCHOOL, INC	EDUC SVCS CONG CARE		P07000699919	7/31/2011	9/22/2011	\$3,600.00
GRAFTON SCHOOL, INC	EDUC SVCS CONG CARE		P07000699221	7/31/2011	9/22/2011	\$3,960.00
INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG CARE		P08030411823	8/31/2011	9/22/2011	\$3,624.83
NOVELL BROWN	COMM SVCS		P08030422354	8/7/2011	9/22/2011	\$305.00
NOVELL BROWN	COMM SVCS		P08030412955	8/12/2011	9/22/2011	\$385.00
NOVELL BROWN	COMM SVCS		P08030413056	8/31/2011	9/22/2011	\$500.00
PENNY NORFORD PHD	COMM SVCS		P08030424687	8/31/2011	9/22/2011	\$600.00
PEOPLE PLACES, INC	COMM SVCS		P07030410299	7/31/2011	9/22/2011	\$320.00
PEOPLE PLACES, INC	COMM SVCS		P08030410288	8/31/2011	9/22/2011	\$320.00
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P08030414336	8/11/2011	9/22/2011	\$700.00
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P08030408134	8/31/2011	9/22/2011	\$852.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P08030414633	8/31/2011	9/22/2011	\$3,850.40
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P08030407835	8/31/2011	9/22/2011	\$5,017.95
Phoenix House of the Mid-Atlantic	RES. CONG. CARE		P08000699528	8/31/2011	9/22/2011	\$9,085.00
REBECCA MAYO PITTS	COMM SVCS		P09030432414	9/7/2011	9/22/2011	\$80.00
REBECCA MAYO PITTS	COMM SVCS		P08030415489	8/31/2011	9/22/2011	\$320.00
RIVER ROAD RENTALS LLC	COMM SVCS		P09030430515	9/3/2011	9/22/2011	\$1,400.00
SUZANNE WOLSTENHOLME	POS MANDATED FFMP		P07030414925	7/31/2011	9/22/2011	\$666.00
TIGER FUEL COMPANY	COMM SVCS		P09000702316	9/30/2011	9/22/2011	\$500.00
VABODE	COMM SVCS		P08000701991	8/31/2011	9/22/2011	\$480.00
VABODE	COMM SVCS		P08000700292	8/31/2011	9/22/2011	\$1,140.00
VABODE	COMM SVCS		P08000699490	8/31/2011	9/22/2011	\$1,440.00
VABODE	COMM SVCS		P08000695793	8/31/2011	9/22/2011	\$1,740.00
Total:						\$164,774.34
<hr/>						
PARKS & RECREATION						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$82.81
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	RICHARDSON 8312011	8/31/2011	9/12/2011	\$27.51
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	SPITZER 08312011	8/31/2011	9/12/2011	\$77.83
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	GODWIN 0831	8/31/2011	9/12/2011	\$92.00
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$364.31
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$16.20
VERIZON BUSINES #90048588	TELECOMMUNICATIONS	PHONE	74195585	8/25/2011	9/12/2011	\$32.85

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CENTRAL VA ELECTRIC COOP	CONTRACT SERVICES	ELECTRIC	054015700	9/7/2011	9/22/2011	\$21.60
CENTRAL VA ELECTRIC COOP	CONTRACT SERVICES	ELECTRIC	054014700 09	9/7/2011	9/22/2011	\$21.60
CENTURYLINK 309373828	TELECOMMUNICATIONS	PHONE	30937328 816	8/16/2011	9/22/2011	\$459.08
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0114571-001	9/1/2011	9/22/2011	\$116.28
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0114306-001	8/24/2011	9/22/2011	\$120.70
FEDEX	POSTAL SERVICES	SHIPPING	760415918	8/25/2011	9/22/2011	\$74.98
FLUVANNA CO PUBLIC SCHOOLS	VEHICLE/POWER EQUIP SUPPLIES	INSPECTION	VN3161	8/25/2011	9/22/2011	\$16.00
HEALTH NUTZ	PROFESSIONAL SERVICES	AEROBICS	161	9/1/2011	9/22/2011	\$98.00
HEALTH NUTZ	PROFESSIONAL SERVICES	WATER AEROBICS	162	9/6/2011	9/22/2011	\$189.00
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHN	2260	9/6/2011	9/22/2011	\$80.00
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHN	2296	9/6/2011	9/22/2011	\$80.00
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHN	2151	9/6/2011	9/22/2011	\$135.00
ONE TIME	REFUNDS	REFUND	3168	9/20/2011	9/22/2011	\$20.00
ONE TIME	REFUNDS	REFUND	09202011	9/20/2011	9/22/2011	\$60.00
ONE TIME	REFUNDS	REFUND	09072011A	9/7/2011	9/22/2011	\$65.00
ONE TIME	REFUNDS	REFUND	VN3175	9/6/2011	9/22/2011	\$80.00
POSTMASTER	POSTAL SERVICES	STAMPS	VN3160	8/25/2011	9/22/2011	\$220.00
RIVANNA GEAR & APPAREL	GENERAL MATERIALS AND SUPPLIES	UNIFORMS	J2695-01	9/8/2011	9/22/2011	\$405.00
S & S WORLDWID INC	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	7084727	9/9/2011	9/22/2011	\$98.87
S & S WORLDWID INC	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	7082502	9/8/2011	9/22/2011	\$195.20
SAM'S	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	09192011	9/19/2011	9/22/2011	\$210.88
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	I3445700-11	9/1/2011	9/22/2011	\$18.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	I3442800-11	9/1/2011	9/22/2011	\$45.70
THE GALLERY COLLECTION	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	VN3166	9/7/2011	9/22/2011	\$407.01
VIRGINIA RECREATION &	DUES OR ASSOCIATION MEMBERSHIP	MEMBERSHIP	PV3167	9/6/2011	9/22/2011	\$60.00
Total:						\$3,991.41
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PARKS & RECREATION OLD FD 120						
MO-JOHNS INC	RECREATIONAL SUPPLIES	PORT A JOHN	2183	9/6/2011	9/22/2011	\$80.00
Total:						\$80.00
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LIBRARY						
ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	SUPPLIES	30189	8/30/2011	9/12/2011	\$195.00
DEMCO	OFFICE SUPPLIES	SUPPLIES	4316337	8/3/2011	9/12/2011	\$62.66
HIGHSMITH INC	OFFICE SUPPLIES	SUPPLIES	4305846	8/19/2011	9/12/2011	\$79.45
SHOWCASES	OFFICE SUPPLIES	SUPPLIES	261432	8/11/2011	9/12/2011	\$138.24
AFFORDABLE ALTERNATIVES	OFFICE SUPPLIES	SUPPLIES	4253	9/12/2011	9/22/2011	\$88.48
CHARLOTTESVILLE OFFICE	OFFICE SUPPLIES	SUPPLIES	57294	8/31/2011	9/22/2011	\$16.00
SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER	I532901011	9/1/2011	9/22/2011	\$40.75
SHOWCASES	OFFICE SUPPLIES	SUPPLIES	261750	8/31/2011	9/22/2011	\$16.80
SHOWCASES	OFFICE SUPPLIES	SUPPLIES	261749	8/31/2011	9/22/2011	\$111.88
Total:						\$749.26
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LIBRARY STATE AID						
MICROMARKETING LLC	BOOKS/PUBLICATIONS		409666	8/17/2011	9/12/2011	\$13.62

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
THE WALL STREET JOURNAL	BOOKS/PUBLICATIONS	SUBSCRIPTION	VN71323	8/19/2011	9/12/2011	\$374.40
AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	09102011	9/10/2011	9/22/2011	\$3,380.67
MICROMARKETING LLC	BOOKS/PUBLICATIONS	SUPPLIES	412162	9/6/2011	9/22/2011	\$13.64
MICROMARKETING LLC	BOOKS/PUBLICATIONS	SUPPLIES	412224	9/6/2011	9/22/2011	\$106.33
MIDAMERICA BOOKS	BOOKS/PUBLICATIONS	BOOKS	223847A	8/31/2011	9/22/2011	\$523.32
Total:						\$4,411.98
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COUNTY PLANNER						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$103.72
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	COFFEY 0831	8/31/2011	9/12/2011	\$100.00
GENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$29.36
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$71.56
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$38.81
FLORIDA MICRO LLC	OFFICE SUPPLIES	SUPPLIES	06242011	6/30/2011	9/12/2011	\$312.14
FAYES OFFICE SUPPLY	FURNITURE & FIXTURES	SUPPLIES	0114624001	9/6/2011	9/22/2011	\$114.14
MSAG DATA CONSULTANTS,INC	PROFESSIONAL SERVICES	GIS ZONING	C310522	8/31/2011	9/22/2011	\$95.00
FLUVANNA CO CIRCUIT COURT	OFFICE SUPPLIES	NOTARY FEE	09132011	9/13/2011	9/22/2011	\$10.00
MSAG DATA CONSULTANTS,INC	PROFESSIONAL SERVICES	GIS SUPPORT	C310546	9/8/2011	9/22/2011	\$510.00
TREASURER OF VIRGINIA	OFFICE SUPPLIES	NOTARY APPLICATION	09132011	9/13/2011	9/22/2011	\$45.00
Total:						\$1,429.73
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**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PLANNING COMMISSION						
FLUVANNA REVIEW	ADVERTISING	ADS	PLNCOM	9/1/2011	9/22/2011	\$297.00
						Total: \$297.00
ECONOMIC DEVELOPMENT						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$5.87
						Total: \$5.87
VA COOPERATIVE EXTENSION						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	AUG 16 2011	8/16/2011	9/12/2011	\$29.36
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$43.46
						Total: \$72.82
MISCELLANEOUS NON DEPARTMENTAL						
TREASURER OF VA	CONTRACT SERVICES	ADMIN FEE/CASES	2011012	8/31/2011	9/22/2011	\$5,497.00
						Total: \$5,497.00
					100 GENERAL FUND	Fund Total: \$407,347.64

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 120 COMMUNITY PROGRAMS						
COMMUNITY PROGRAMS						
VIRGINIA RECREATION &	RECREATIONAL SUPPLIES	TICKETS	VN3163	9/6/2011	9/22/2011	\$36.00
VIRGINIA RECREATION &	RECREATIONAL SUPPLIES	TICKETS	VN3165	9/20/2011	9/22/2011	\$90.00
VIRGINIA RECREATION &	RECREATIONAL SUPPLIES	TICKETS	VN3164	9/6/2011	9/22/2011	\$360.00
VIRGINIA RECREATION &	RECREATIONAL SUPPLIES	TICKETS	VN3162	9/6/2011	9/22/2011	\$598.00
					Total:	\$1,084.00
120 COMMUNITY PROGRAMS					Fund Total:	\$1,084.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 202 FEDERAL GRANTS						
PUBLIC SAFETY-FEDERAL OPER GRT						
SOURCE INC	EDP EQUIPMENT	SUPPLIES /EQUIPMENT	302490	8/31/2011	9/12/2011	\$5,587.00
Total:						\$5,587.00
202 FEDERAL GRANTS						Fund Total: \$5,587.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 302 CAPITAL IMPROVEMENT						
GENERAL CAPITAL PROJECT						
FIFE INCORPORATED	CONTRACT SERVICES	CONTRACT	88	9/2/2011	9/12/2011	\$136,262.50
						Total: \$136,262.50
PUBLIC SAFETY CAPITAL PROJ						
CLEAR COMMUNICATIONS AND	VEHICLE	PATROL VEHICLE EQUIP	89076	8/11/2011	9/12/2011	\$1,313.27
CLEAR COMMUNICATIONS AND	VEHICLE	PATROL VEHICLE EQUIP	89090	8/11/2011	9/12/2011	\$1,397.89
CLEAR COMMUNICATIONS AND	VEHICLE	PATROL VEHICLE EQUIP	89085	9/7/2011	9/12/2011	\$4,745.00
						Total: \$7,456.16
SCHOOL CONSTRUCTION PROJECT						
C.R. MOORE WELL DRILLING	CONTRACT SERVICES	SUPPLIES	12060	8/31/2011	9/12/2011	\$2,884.00
BCWH INC	ARCHITECT & ENGINEERING	PROFESSIONAL SERVICIE	104416	8/29/2011	9/22/2011	\$20,474.17
BCWH INC	ARCHITECT & ENGINEERING	PROFESSIONAL SERVICE	104417	8/29/2011	9/22/2011	\$64,350.00
FLUVANNA CO PUBLIC SCHOOLS	CLERK OF THE WORKS	CLERK OF THE WORKS	90711	9/7/2011	9/22/2011	\$7,431.61
						Total: \$95,139.78
PARKS & RECREATION CAP PROJ						
FLUVANNA GIRLS SOFTBALL LEAGUR INC	CONTRACT SERVICES	REIMBURSMET REQUEST	09092011	9/9/2011	9/22/2011	\$10,000.00
LAND PLANNING & DESIGN	PROFESSIONAL SERVICES	PGHOUSE OLD PO#52758	10061007	8/6/2011	9/22/2011	\$1,428.09
						Total: \$11,428.09

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



302 CAPITAL IMPROVEMENT	Fund Total:	\$250,286.53
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**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 401 DEBT SERVICE						
DEBT SERVICE - COUNTY						
U.S. BANK OPERATIONS CENTER	COURTHOUSE REV. BNDS-IDA INTER	DEBT SERVICE PLAN	09062011	9/6/2011	9/12/2011	\$44,873.40
U.S. BANK OPERATIONS CENTER	COURTHOUSE REV.BNDS.-IDA PRINC	DEBT SERVICE PLAN	09062011	9/6/2011	9/12/2011	\$74,800.00
Total:						\$119,673.40
401 DEBT SERVICE						Fund Total: \$119,673.40

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 502 SEWER						
UTILITY OPERATIONAL EXPENSES						
CENTURYLINK 309433290	TELECOMMUNICATIONS	PHONE	309433290 08	8/19/2011	9/12/2011	\$43.59
CENTURYLINK 310089744	TELECOMMUNICATIONS	PHONE	310089744 08	8/19/2011	9/12/2011	\$38.83
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394288619	9/1/2011	9/12/2011	\$9.62
LOWE'S	GENERAL MATERIALS AND SUPPLIES	STATEMENT	08/25/2011	9/6/2011	9/12/2011	\$85.02
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394286677	8/25/2011	9/12/2011	\$9.62
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	AUGUST 2011	8/23/2011	9/12/2011	\$523.42
ONE TIME	GENERAL MATERIALS AND SUPPLIES	UNIFORMS	403060	8/31/2011	9/12/2011	\$262.88
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	3942905030	9/8/2011	9/22/2011	\$9.62
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	AUG 2011	8/26/2011	9/22/2011	\$29.37
E.W. THOMAS	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	09022011A	9/2/2011	9/22/2011	\$16.84
O.A.S.I.S.	CONTRACT SERVICES	SUPERVISION	413626	9/20/2011	9/22/2011	\$775.00
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394292461	9/15/2011	9/22/2011	\$9.62
Total:						\$1,813.43
502 SEWER						Fund Total: \$1,813.43

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 505 FORK UNION SANITARY DISTRICT						
FUSD OPERATIONAL EXPENSES						
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	662049500	9/2/2011	9/12/2011	\$118.17
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394288619	9/1/2011	9/12/2011	\$32.46
E.W. OWEN	LEASE/RENT	WELL RENT	09012011	8/19/2011	9/12/2011	\$150.00
BANK OF AMERICA	TELECOMMUNICATIONS	MONTHLY STATEMENT	ROBINS 0831	8/31/2011	9/12/2011	\$9.95
BANK OF AMERICA	TELECOMMUNICATIONS	MONTHLY STATEMENT	ROBINS 0831	8/31/2011	9/12/2011	\$25.90
BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT	THOMAS 0831	8/31/2011	9/12/2011	\$94.99
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	THOMAS 0831	8/31/2011	9/12/2011	\$126.00
BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT	THOMAS 0831	8/31/2011	9/12/2011	\$254.15
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394286677	8/25/2011	9/12/2011	\$32.46
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	AUGUST 2011	8/23/2011	9/12/2011	\$2,595.95
MANSFIELD OIL COMPANY	VEHICLE FUEL	GAS	596128	9/9/2011	9/12/2011	\$885.56
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T237032	8/25/2011	9/12/2011	\$2.70
ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	433971	8/22/2011	9/22/2011	\$34.72
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	3942905030	9/8/2011	9/22/2011	\$36.46
HD SUPPLY WATER WORKS LTD	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	3460027	8/24/2011	9/22/2011	\$150.93
SYDNOR HYDRO INC	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	25372	8/31/2011	9/22/2011	\$1,589.22
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394292461	9/15/2011	9/22/2011	\$36.46
MO-JOHNS INC	PURCHASE OF SERVICES	PORT A JOHN	2331	9/6/2011	9/22/2011	\$60.00
SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	TESTING	824598	9/8/2011	9/22/2011	\$28.00

**County of Fluvanna
Accounts Payable List**

**From Date: 8/31/2011
To Date: 9/27/2011**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
					Total:	\$6,264.08
					505 FORK UNION SANITARY DISTRICT	Fund Total: \$6,264.08



Annual Report FY10-11

Celebrating 35 years of serving Central Virginia!





JAUNT'S VISION

Central Virginians get where they need to go safely, efficiently and affordably while respecting the environment.

JAUNT'S MISSION

JAUNT safely, courteously and promptly provides public and specialized services to meet community mobility needs.

BOARD OF DIRECTORS FY10-11

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Ray East, Albemarle

David Feisner, Fluvanna

Willie Gentry, Louisa

Ray Heron, Charlottesville

Janice Jackson, Nelson

Philip Jones, Charlottesville

Catherine Palmer, Fluvanna

P.T. Spencer, Louisa



FROM THE EXECUTIVE DIRECTOR AND THE PRESIDENT

We had another year of record-breaking ridership, a super safety record, new services and improvements to our already stellar on-time performance. Public ridership in each of our six jurisdictions increased as more people took advantage of the wonderful service that we provide.

On the downside, fuel prices rose beyond our predictions and other expenses rose despite our flat budget, presenting some significant financial challenges.

One of the highlights of the year was the new shopping service for seniors throughout Planning District Ten that was funded by a state grant as well as matching funds from JABA. We were also delighted to have one of our drivers win the state Rodeo and to achieve our goal of raising \$3500 for JAUNT Friends to celebrate our 35th Anniversary.

The local, state and federal governments are our partners in this remarkable growth and we are very grateful for their support. Despite the tough economy, we've been able to increase services thanks to their dedication to supporting transit. We added a new partner this year with the Rappahannock-Rapidan Regional Commission providing funding for service for medical trips from Culpeper and Madison and enjoyed increased support from Wintergreen to help their employees get to work.

We'd love to see you on the bus so you can see just how important our services are, so give us a call!

Juan Wade, President

Donna Shaunesey,

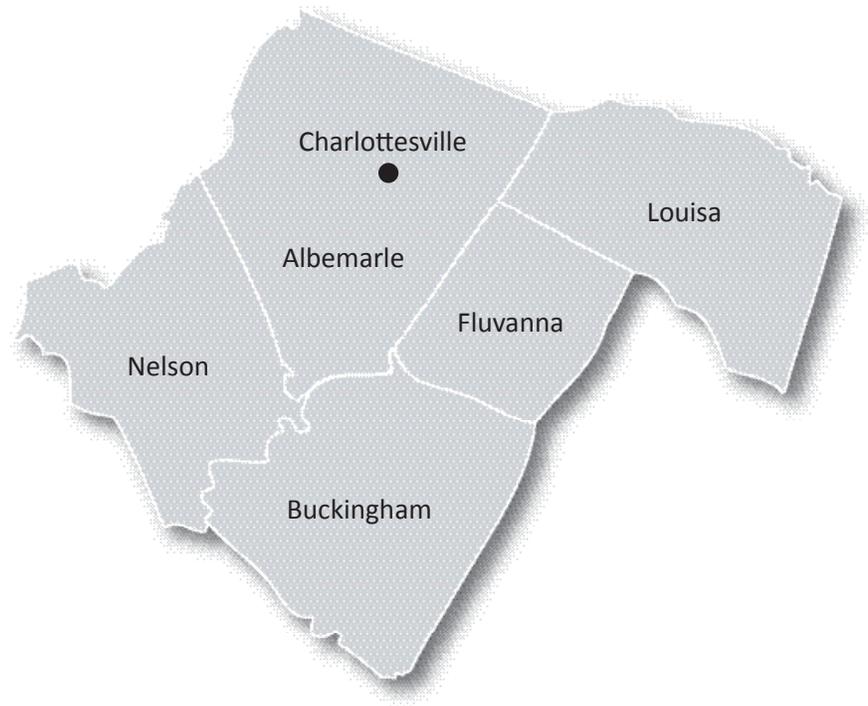
Executive Director



Our nonprofit, JAUNT
Friends, distributed
over 980 tickets to
people in need!

JAUNT IN BRIEF

JAUNT, Inc. is a regional transportation system providing service to Charlottesville, Albemarle, Louisa, Nelson, Fluvanna and Buckingham. The 69 vehicle fleet carries the general public, agency clients, senior citizens and people with disabilities throughout Central Virginia; most of the fleet is lift-equipped. Organized in 1975, JAUNT maintains an exemplary record of safety, cost efficiency, and high quality service, and is recognized both statewide and nationally for its performance record. In FY11 we provided over 300,000 trips to work, agency programs, doctors' offices, and retail businesses. JAUNT is owned by the local governments that it serves and uses federal, state, and local funding to supplement fares and agency payments.



HIGHLIGHTS

Charlottesville

Ridership increased 6%, with more people using JAUNT to get to grocery stores, school and other non-medical destinations. The route from Charlottesville to Wintergreen saw a major increase in ridership, too.

Albemarle

Public ridership increased 1%, led by a 15% increase in riders on the Scottsville route.

Nelson

The Lovingston commuter route got so popular (a 23% increase) that we had to add a bigger vehicle; overall public ridership rose 16% and we were excited to start a once-a-month service to help folks get to the Food Pantry with a grant from the Nelson Community Foundation.

Fluvanna

Overall ridership increased 10%, led by a 58% increase in midday route ridership, followed closely by an increase of 29% on the Fluvanna Express. We did see a decline in commuter route ridership as a result of fare increases.

Louisa

Thanks to an infusion of funds from the Board of Supervisors, we were able to add a second bus to the overcrowded midday route, leading to a 28% increase in ridership and significantly shorter ride times. Intracounty service also increased 11%, for an overall increase in public service of 12%.

Buckingham

We were very grateful to receive mid-year supplementary funding to allow us to continue the popular later commuter route year-round, leading to a 16% increase in ridership. The earlier commuter route also increased 6%.

318,814 trips –
highest ever!



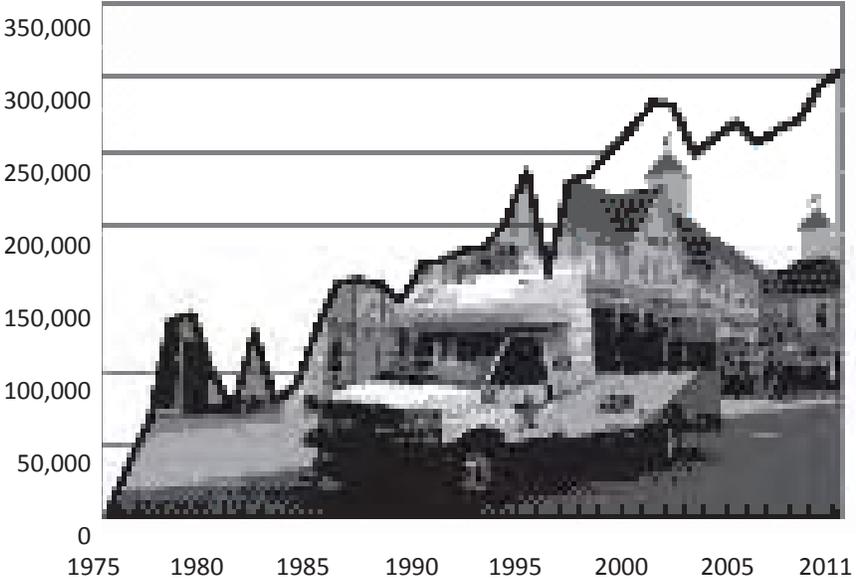
JAUNT achieved a Net Promoter Score of 70% based on our fall passenger survey.

FY10-11 RIDERSHIP

PASSENGER ORIGIN	
Charlottesville	131,508
Albemarle	100,516
Nelson	16,068
Fluvanna	21,676
Louisa	32,909
Buckingham	12,856
Other	3,281
TOTAL	318,814

TRIP CATEGORIES	
Medical	81,128
Elderly and Disabled	98,122
Children & Youth	7,872
Senior Meal Programs	19,021
Rural Routes	93,819
Other	18,852
TOTAL	318,814

TOTAL ANNUAL RIDERSHIP



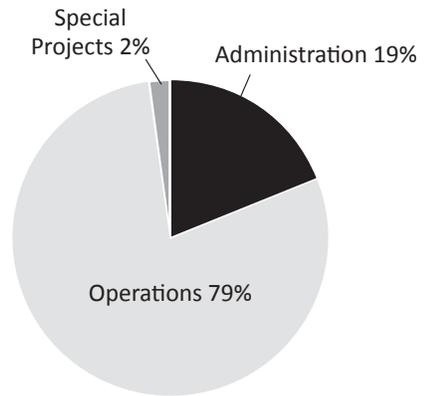
“Great, courteous, kind, caring service!”

from 2010 Passenger Survey

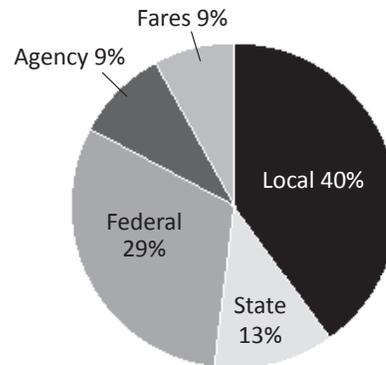
OPERATING BUDGET SUMMARY

(unaudited figures)

EXPENSES	
Administration	\$997,803
Operations	\$4,091,961
Special Projects	\$118,088
TOTAL	\$5,207,852



REVENUE	
Local	\$2,025,873
State	\$673,964
Federal	\$1,470,517
Agency	\$459,228
Fares	\$465,600
TOTAL	\$5,095,182





JAUNT, Inc.
104 Keystone Place
Charlottesville, VA 22902
(434) 296-3184
(800) 36-JAUNT
www.ridejaunt.org
Email: info@ridejaunt.org

 *This document was printed on recycled paper.*

TAB J

Central Virginia Regional Jail
Expansion Update

Handout will be available night
of meeting

MOTION: I move to authorize the County Administrator to execute a contract, after County Attorney approval as to form, with Timmons Group for Geographic Information System (GIS) support services in an amount not to exceed current service costs, and paid from approved department budgets at existing funding levels.

AGENDA

BOARD OF SUPERVISORS

October 5, 2011

SUBJECT: GIS Support Services; execution of contract for

TIMING: Needs action to procure consulting services and have a new site available in January 2012.

POLICY IMPLICATIONS: This action will allow Fluvanna County to procure Timmons Group as the County's GIS consultant to update, enhance, and maintain the County's webGIS site.

FISCAL IMPLICATIONS: None. This contract will be executed within existing funding levels for GIS professional services.

LEGISLATIVE HISTORY: The County has been under contract with MSAG Data Consultants, Inc. since 2004 for the provision of online GIS services and the development of the County's website. MSAG has been the standard bearer for such services in Virginia, particularly for rural localities. They are still prominent in their provision of E-911 professional services.

DISCUSSION: Over the past several years, the service level provided by MSAG has diminished for various reasons including staffing reductions and turnover. The website "goes down" about once per week until Planning staff emails MSAG staff to reboot the site. Planning and Communications Center staff met with MSAG officials in September 2010 to discuss ongoing concerns and their customer service support has not improved since that time. When prompted, MSAG has been very responsive, but it should not be incumbent upon County staff to continually follow-up with a consultant who has a very limited and well defined contract for services.

In August 2011, Planning staff, Commission of Revenue staff, and the IT Director met with a Timmons Group representative to demonstrate a GIS technology and series of websites used by a significant number of localities including Appomattox, Campbell, Highland, Louisa, Nelson, Page, Fairfax, and Fredericksburg, among others. This system is based on the latest GIS platform as opposed to an antiquated CAD-based platform which we are now on. This inhibits significant improvements to our site for future upgrades (without costly programming). The new site would be tailor made for Fluvanna County, but from an "out of the box" product that is well tested and easy to use.

The main reasons for recommending a switch in GIS consultants is service quality and reliability. Fluvanna County's annual update from MSAG on the year's parcel updates occurs each January for the previous year. Switching sites in January would make for a smooth and seamless transition for the County in receiving this critical annual update and would make the following year's update equally as smooth. If the County can approve a contract with Timmons Group now, then the development of a new site can meet this timeframe.

Staff is recommending this change in service providers to maintain and increase the quality of service that citizens receive, and to improve the quality of service that staff receives to support the site. Staff is further recommending that the County approve this contract as a rider on the Fairfax contract. Fairfax County issued their Request for Proposals (RFP) as a cooperative procurement so that it can be used by other counties to acquire the specified services without going through a new procurement procedure. This method of procurement is desired in this situation because costs will not increase, services will increase, the recommended consultant's credentials are well known and well utilized by other localities, and it allows for a faster project start and service provision that coincides well with the County's annual update cycle. This procurement also complies with the County's Small Purchases Procedure.

Please advise if further information is desired, or if there are any questions or concerns regarding this proposed contract.

Staff: Darren K. Coffey, Planning Director

Copy: Jay Scudder, County Administrator

Attachments:

(1) Draft Letter of Agreement with Timmons Group

County Administrator's Use Only



Jay Scudder, County Administrator



LETTER OF AGREEMENT

Client	Fluvanna County, Virginia	Project Name	Fluvanna Web LoGIStics
Contact	Darren Coffey Director of Planning & Community Development 540.591.1910 dcoffey@co.fluvanna.va.us	PIC	Russell Minich 804.200.6966 russell.minich@timmons.com
Address	P.O. Box 540 Palmyra, VA 22963	PM	Chad Phillips 804.200.6968 chad.phillips@timmons.com

Thank you for allowing Timmons Group to provide professional services for your project. Timmons Group will provide the requested services in compliance with established industry standards, while being mindful of the costs to the client. This agreement is an extension of the Fairfax County, VA contract for IT Services and Expert Assistance, contract # RQ07-886819-42.

SCOPE OF WORK & SCHEDULE OF SERVICES

Timmons Group will provide the services outlined in the Scope of Services, Attachment A. Services will be provided on a Fixed Fee basis as shown in Attachment A and in accordance with the project schedule to be mutually agreed upon by Timmons Group and Fluvanna County. Timmons Group will invoice the County on a monthly basis for services provided during the term of the contract.

Services will be provided in a timely and efficient manner. Timmons Group will keep you informed of the job status and any necessary modifications/addendums. Acknowledgement and acceptance of this Letter of Agreement by October 20th, 2011, constitutes SOW and fee schedule acceptance by the County and Timmons Group.

The attached SOW generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the County that a variety of modifications / addendums / revisions to the defined SOW may be required, at various times during the performance of the SOW, to achieve desired Project results. Such modifications / addendums / revisions will be agreed to by both Timmons Group and the client and incorporated into the SOW. Significant alterations / deviations from the SOW will be incorporated by written addendum.

Timmons Group shall submit invoices on a monthly basis for services provided during the previous month in order for those invoices to be processed within a thirty-day period. Timmons Group reserves the right to stop work on any client account that becomes sixty (60) days past due.

In the event of non-payment by Client, Timmons Group shall be entitled to recover all attorneys' fees related to the collection of all amounts due, whether at the trial or appellate level, in an amount of not less than 25% of

the total indebtedness at the time suit is commenced. The County also agrees that it shall be liable for the costs of litigation, including court costs, court reporter expenses, and expert witness fees.

Timmons Group will proceed upon receipt of this signed agreement.

Acknowledged & Accepted:

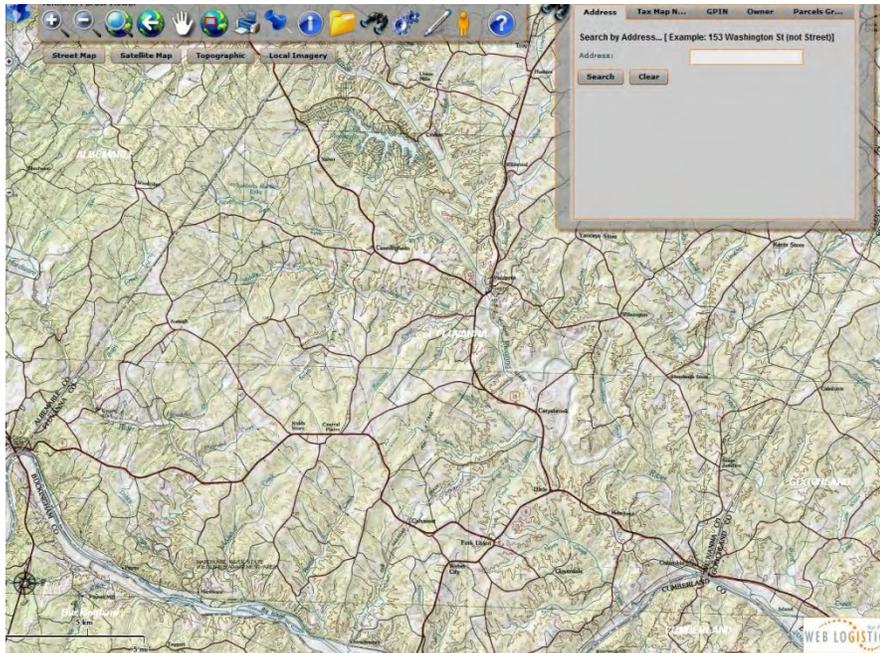
Fluvanna County

DATE

Timmons Group

DATE

County of Fluvanna, Virginia



Web LoGIStics Development Project

Contract Attachment A
Project Scope and Fee
9/26/11

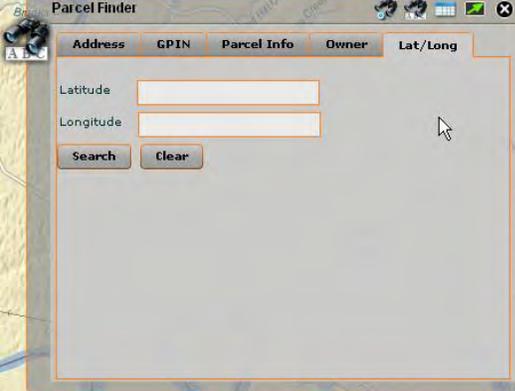
Scope of Services

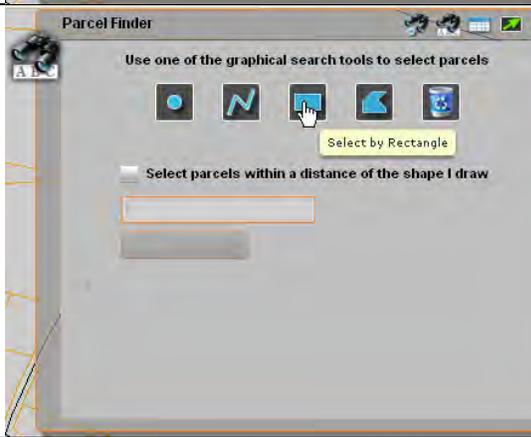
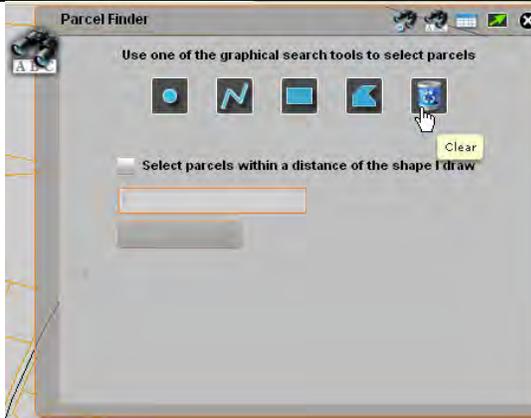
Timmons Group will develop and host Web LoGISTICS for the County of Fluvanna, Virginia. Web LoGISTICS for Fluvanna will be built on ArcGIS Server 10, Flex 4.

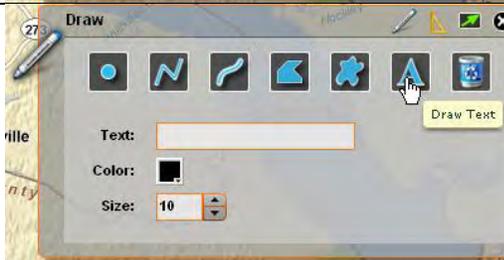
Specific functionality that will be included in the website is highlighted below:

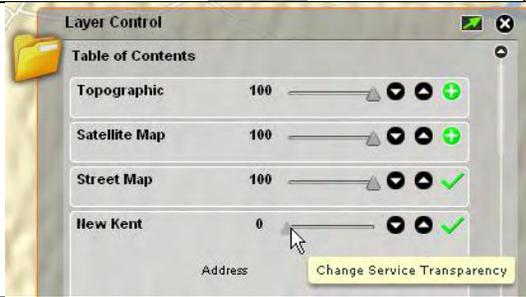
Appearance	Screenshot	Description
Splash Page Disclaimer		When initially trying to access the site, the user will first encounter a splash page with a parcel boundary disclaimer. The client will provide the text for the disclaimer. Users will have to accept the disclaimer before having full access to the map.
Splash Graphic		The client may provide a logo to display on the initial page load.
Map Graphic Scale Display		Map displays will include a scale bar. The client will provide scale bar specifications based on candidate styles available through ESRI technologies.
Map Graphic North Arrow Display		Map displays will include a north arrow. The client will provide north arrow specifications based on candidate styles available through ESRI technologies.

Default Settings	Description
Initial Extent of Map	When the page is initially accessed by the user, the set extent/scale of the map will be defined by the client.
Layers On/Off	When the page is initially accessed by the user, the layers that are displaying on the map will be defined by the client.
Print Defaults - Page Orientation - Portrait/Landscape	When the print option is initially accessed by the user, the default page orientation setting will be defined by the client.

Map Tools	Screenshot	Description
Zoom In		<p>Users will be provided a button on the user interface to allow for zooming in on the map. Users will be able to zoom in using one of two methods. The user can either perform a single left-mouse click operation on the map which will re-center the map at the location of the user's click and zoom in by a factor of 2 or left-drag a box to define a new map extent. Upon releasing the mouse, the map will refresh to the defined box extent.</p>
Zoom Out		<p>The user can either perform a single left-mouse click operation on the map which will re-center the map at the location of the user's click and zoom out by a factor of 2 or left-drag a box to define the new map extent. The new map extent will be calculated as a proportion of the user-defined box and the current map extent. The larger the rectangle drawn, the less zoomed out the new map will be.</p>
Zoom Full Extent		<p>Users will be provided a button on the user interface to allow zoom to the full extent of the map. The full extent of the map is defined by the data contained in the map.</p>
Pan		<p>Users will be provided a button on the user interface to allow for panning the map. The pan button, once selected, will allow the user to either single left click on the map to re-center the map to that point or left mouse drag to move the entire map a certain direction. The map will be refreshed to the new extent once the left mouse button is released.</p>
Tool Tips		<p>User will be provided with tool tips. Tool tips are explanations that appear for tool buttons when the user 'hovers' over the tool.</p>
Navigation - Zoom to Lat/Long		<p>Users will be provided an area to enter Lat and Long coordinates. Once valid coordinates are entered, users will be able to zoom directly to the coordinate on the map.</p>

<p>Selection - Select by Point</p>	 <p>The screenshot shows the 'Parcel Finder' window with the title 'Use one of the graphical search tools to select parcels'. Five icons are visible: a point, a polygon, a rectangle, a distance-based selection, and a clear button. The 'Select by Point' icon is highlighted with a tooltip. Below the icons is a checkbox labeled 'Select parcels within a distance of the shape I draw' and an empty text input field.</p>	<p>Users will be provided a button on the user interface that will allow for point selections. Users will click once to select a feature against the active layer. This tool will operate only against the active layer.</p>
<p>Selection - Select by Polygon</p>	 <p>The screenshot shows the 'Parcel Finder' window with the 'Select by Polygon' icon highlighted. The interface elements are the same as in the first screenshot.</p>	<p>Users will be presented with a button on the user interface that allows polygon-based selections. As a user creates inflection points, the map will display the polygon dynamically. The map will not be regenerated for each inflection point created. The users will complete the polygon by double-clicking the map. This tool will operate only against the Active Layers defined.</p>
<p>Selection - Select by Rectangle</p>	 <p>The screenshot shows the 'Parcel Finder' window with the 'Select by Rectangle' icon highlighted. The interface elements are the same as in the previous screenshots.</p>	<p>Users will be presented with a button on the user interface that allows for the drawing of a "box" or "rectangle" that "touches" the features they want to select. This tool will allow for feature selection by either clicking a single point or left-dragging the mouse to create a rectangle/box. Selected features will be highlighted on the map. If the user chooses to drag a box, this tool will dynamically show a preview of the selection area as the user drags/moves the mouse.</p>
<p>Selection - Clear Selection</p>	 <p>The screenshot shows the 'Parcel Finder' window with the 'Clear' icon highlighted. The interface elements are the same as in the previous screenshots.</p>	<p>Users will be provided a button on the user interface that allows for the "clearing" of selected features. This tool will be valid after a selection has been made through one of the previously described tools (e.g., select by polygon). When this button is pressed, it will clear all highlighting and results screen. The map will refresh.</p>

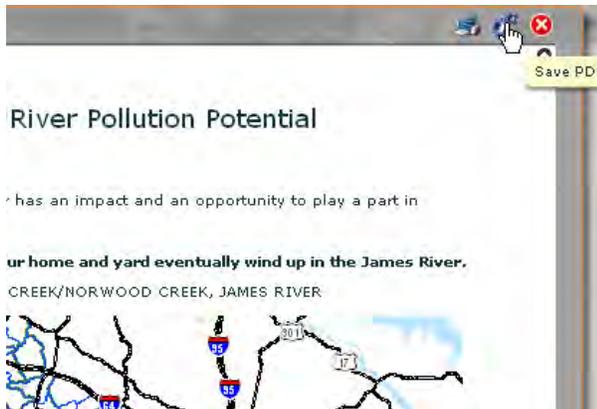
<p>Sketch - Sketch Point on Map</p>		<p>Users will be provided a tool that allows adding point graphics to the map. Once the tool has been selected, single left mouse clicks will overlay new point graphics as defined by the user.</p>
<p>Sketch - Sketch Line on Map</p>		<p>Users will be provided a tool that allows adding line graphics to the map. Once the tool has been selected, a series of single left mouse clicks will draw a line as defined by the user. A double click will complete the line sketch.</p>
<p>Sketch - Sketch Polygon on Map</p>		<p>Users will be provided a tool that allows adding polygon graphics to the map. Once the tool has been selected, a series of single left mouse clicks will draw the boundaries of the polygon as defined by the user. A double click will complete the polygon sketch.</p>
<p>Sketch - Add Text to Map</p>		<p>Users will be provided a tool that allows adding text label graphics to the map. Once the tool has been selected, a single left mouse click will open a white text box for the user to type into. The text will be centered where the user makes the initial left mouse click.</p>
<p>Sketch - Clear Sketches/Text</p>		<p>Users will be provided a tool that allows clearing added sketches from the map.</p>
<p>Analysis - Calculates Line Distance</p>		<p>Users will be provided a button on the map that will allow for linear measurements. As the user creates inflection points, the map display will reflect the last segment length and total line length dynamically. A double click will complete the measurement.</p>

<p>Analysis - Calculates Polygon Area</p>		<p>Users will be provided a button on the map that will allow for area measurements. As the user creates inflection points, the map display will reflect the last segment length, total perimeter and area dynamically. A double click will complete the area measurement.</p>
<p>Table of Content Control</p>		<p>The map will have a table of content which displays all of the layers on the map. From this table, layers may be turned on and off and active layers chosen.</p>
<p>Overview Map</p>		<p>The map will contain a smaller, overview map that displays a smaller scale view of the area surrounding the main map.</p>
<p>Transparency</p>		<p>Users will have the ability to make certain layers transparent. Layers for transparency will be determined in agreement with the client.</p>
<p>Scanned Images</p>		<p>Users will have access to scanned taxmap images that will be presented as a hyperlink in parcel information. These taxmap images will be hosted by Timmons Group.</p>

Report		<p>A customized report will be created based on mock-ups provided by the client. The reports will be tied to a parcel id, and must contain data that can be digitally joined to the existing parcel data set.</p>
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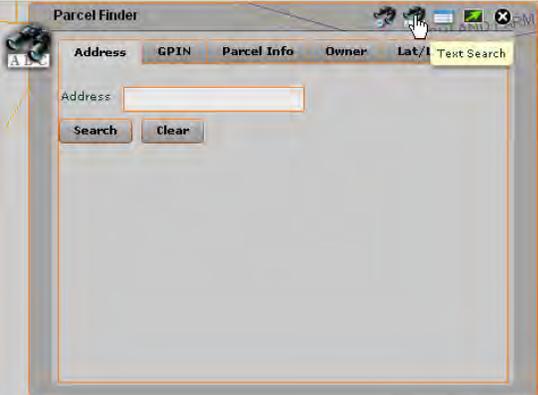
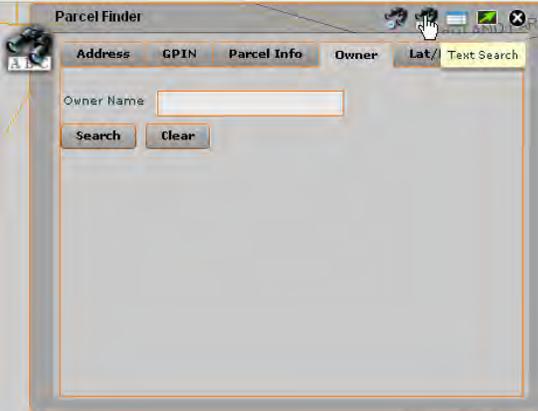
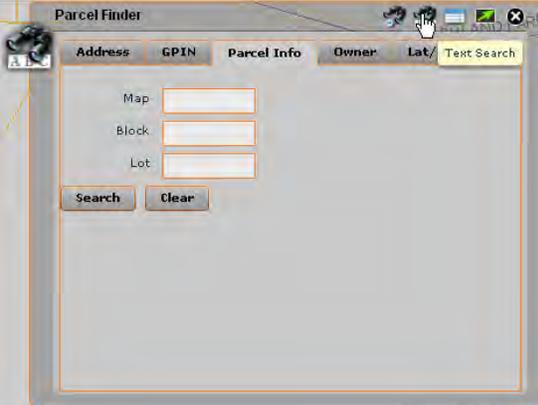
Integration Tools	Screenshot	Description
Google Street View		<p>Users will have access to Google Maps through the application. For the given extent of the map, selecting the Google Maps hyperlink will open a new window displaying the extent in Google Maps.</p>
ArcGIS Online Services		<p>Users will have access to ArcGIS online services including Streetmap view and satellite imagery – this will require data to be displayed in WGS 84 or WGS Web Mercator.</p>

Print Settings	Screenshot	Description
Printing		<p>Users will be presented with a print widget that will allow entering text for the title, description, and printed by section. Page sizes and orientation are also available.</p>



Print to PDF

Users will have option to print to pdf.

Parcel Settings	Search	Screenshot	Description
Search By Address		<p>Users will be provided a tool to search for parcels by address. The field(s) available to search by the user will be defined by the client.</p>	
Search By Owner (Iname / fname)		<p>Users will be provided a tool to search for parcels by the owner name. The field(s) available to search by the user will be defined by the client.</p>	
Search By Parcel ID		<p>Users will be provided a tool to search for parcels by the parcel identifier. The field(s) available to search by the user will be defined by the client.</p>	

Export Data		Description																																				
Export to Excel (Parcel data only)	 <p>The screenshot shows the 'Parcel Finder' application window. At the top, it says 'Found: 119' with 'Clear' and 'Export' buttons. Below is a table with columns for parcel status icons, a 'FullAddr' column, and a column for location names. The 'Export' button is highlighted with a mouse cursor.</p> <table border="1" data-bbox="467 304 971 640"> <thead> <tr> <th>Icons</th> <th>FullAddr</th> <th>Location</th> </tr> </thead> <tbody> <tr><td>[Green check]</td><td>3101 QUAKER WOODS DR</td><td></td></tr> <tr><td>[Red X]</td><td>16101 DIASCUND SHORES LN</td><td>LANEXA</td></tr> <tr><td>[Green check]</td><td>11016 CROSS CLUB CT</td><td>PROVIDENCE I</td></tr> <tr><td>[Red X]</td><td>11010 CROSS CLUB CT</td><td>PROVIDENCE I</td></tr> <tr><td>[Red X]</td><td>11011 DEVLINBURG TER</td><td>PROVIDENCE I</td></tr> <tr><td>[Red X]</td><td>11013 CROSS CLUB CT</td><td>PROVIDENCE I</td></tr> <tr><td>[Red X]</td><td>5101 HAMPSTEAD LN</td><td>NEW KENT</td></tr> <tr><td>[Red X]</td><td>12101 OLD CHURCH RD</td><td>NEW KENT</td></tr> <tr><td>[Red X]</td><td>11101 ROYAL LN</td><td>PROVIDENCE I</td></tr> <tr><td>[Red X]</td><td>10100 DEERLAKE DR</td><td>NEW KENT</td></tr> <tr><td>[Red X]</td><td>10140 DEERLAKE DR</td><td>NEW KENT</td></tr> </tbody> </table>	Icons	FullAddr	Location	[Green check]	3101 QUAKER WOODS DR		[Red X]	16101 DIASCUND SHORES LN	LANEXA	[Green check]	11016 CROSS CLUB CT	PROVIDENCE I	[Red X]	11010 CROSS CLUB CT	PROVIDENCE I	[Red X]	11011 DEVLINBURG TER	PROVIDENCE I	[Red X]	11013 CROSS CLUB CT	PROVIDENCE I	[Red X]	5101 HAMPSTEAD LN	NEW KENT	[Red X]	12101 OLD CHURCH RD	NEW KENT	[Red X]	11101 ROYAL LN	PROVIDENCE I	[Red X]	10100 DEERLAKE DR	NEW KENT	[Red X]	10140 DEERLAKE DR	NEW KENT	<p>Users will be provided with an export tool. This tool will provide the option to export attribution from selected parcel or parcels to an Excel format. The user will be notified of the path to retrieve the data.</p>
Icons	FullAddr	Location																																				
[Green check]	3101 QUAKER WOODS DR																																					
[Red X]	16101 DIASCUND SHORES LN	LANEXA																																				
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[Red X]	10100 DEERLAKE DR	NEW KENT																																				
[Red X]	10140 DEERLAKE DR	NEW KENT																																				
Export Mailing Labels to Excel (Parcel data only)		<p>Users will be provided with an export tool. This tool will provide the option to export attribution from selected parcel or parcels to an Excel format. The user will be notified of the path to retrieve the data. The mailing label data can then be imported to word.</p>																																				

Query Options	Screenshot	Description
Adjacent/Buffered Parcels		Users will be provided with a tool to enable selection of adjoining parcels and selection of parcels buffered from a user-chosen distance.

Caching	Description
1 Cached Service	One data layer will be cached to provide better map drawing speed.

Help	Screenshot	Description
Help Videos		Help icon on toolbar will take users to a selection of narrated help videos displaying how-to directions on how to pan a map, how to change the map background, how to search for parcels, how to use map layers, how to zoom in/out, and how to use the drawing tools.

Hosting Agreement

Below are the terms of hosting for Fluvanna County Web LoGistics, whereas the CUSTOMER is the County of Fluvanna, and the CONSULTANT is Timmons Group.

1. **Hosting Services.** Provided CUSTOMER is licensed to use CONSULTANT Software pursuant to an enforceable Software License Agreement between CONSULTANT and CUSTOMER, CONSULTANT will install and operate the host portion of the Software in CONSULTANT's Host Computer System.

CONSULTANT will provide all equipment, software and services necessary for the operation and maintenance and support of the Host Computer System and the host portion of the Software. CONSULTANT may contract with third parties for all or part of such equipment, software and services. CONSULTANT reserves the right to change the configuration of the Host Computer System and the host portion of the Software and to change or delete such equipment or software at any time, but CONSULTANT shall make CUSTOMER's application compatible with such change or deletion without additional charge to CUSTOMER.

CONSULTANT will provide bandwidth for communication between CUSTOMER and its web users involving the Software.

CONSULTANT will back-up CUSTOMER's data on a weekly basis. CUSTOMER shall have access to and be permitted to use the Software via Internet facilities.

The Hosting Computer System shall be used by CUSTOMER only for purposes relating to CUSTOMER's own use of the Software. CUSTOMER shall have no right to assign any of its rights under this Application Hosting Agreement. CONSULTANT will not be responsible for any delays resulting from circumstances beyond its control. CONSULTANT will take reasonable precautions to guard against unauthorized access to CUSTOMER's data that is used or collected by the Software. However, CONSULTANT assumes no responsibility that the Software will be used properly.

2. **CUSTOMER's Responsibilities.** CUSTOMER is responsible for maintenance and installation of any common carrier equipment or communication Support related to the operation of the Software at the CUSTOMER's facilities and not furnished by CONSULTANT.

CUSTOMER is also responsible for charges incurred for communication facilities at CUSTOMER's facilities, whether incurred by CUSTOMER or by CONSULTANT Support representatives while performing Support on the Software.

3. **Limit of Liability.** CONSULTANT will not be responsible to CUSTOMER for loss of use of the Software or data or for any other liabilities arising from the hosting services outlined in this agreement.

4. **Term.** The initial term of this Agreement shall commence **January 2nd, 2012**, and shall continue for **three (3)** years. Thereafter, unless CUSTOMER notifies CONSULTANT in writing at least sixty (60) days in advance of each scheduled expiration date that CUSTOMER elects not to renew, this Application Hosting Agreement shall automatically renew for a period of twelve months. Notwithstanding the preceding,

CONSULTANT may terminate by giving at least thirty (30) days written notice. Application Hosting Agreement shall terminate immediately upon termination of the Software License Agreement.

5. **Fees.** CUSTOMER agrees to pay those fees specified herein.

CUSTOMER will be invoiced monthly. All invoices are due and payable in full within thirty (30) days. Invoices not paid when due will have a 1.5 percent per month interest charge or the highest lawful rate, whichever is less, assessed against the unpaid balance from the date of the invoice until the date of payment. CUSTOMER shall pay all costs involved in collecting its overdue accounts including reasonable attorneys' fees.

All charges and rates are exclusive of all sales, use and like taxes. Such taxes are the responsibility of the CUSTOMER and will be billed to the CUSTOMER as a separate line item on each invoice.

6. **Control and Supervision.** CUSTOMER is solely responsible for any liability arising out of or related to the web application. CUSTOMER agrees to indemnify, defend, and hold harmless CONSULTANT, their employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and experts' fees associated with any claim or action against CONSULTANT related to or arising out of the web site. This indemnification will survive termination of this Application Hosting Agreement.
7. **Disclaimer of Warranty.** There are no warranties, express or implied, including any warranty against infringement, with respect to the services or deliverables furnished under this agreement. Consultant disclaims any implied warranties. Consultant does not warrant the result of any services or deliverables nor that the services or deliverables will meet customer's requirements.
8. **Disclaimer of Warranty.** CONSULTANT periodically announces the End of Support Life (EOSL) for Software. CONSULTANT will notify the CUSTOMER signatory or designee in writing or by electronic mail a minimum of Sixty (60) days prior to the Support discontinuance. After the EOSL, telephone or web-based support limited to current available fixes will be available on commercially reasonable efforts, on a time and materials basis at prevailing rates.

Project Fee

This is a three year hosting and development contract that extends the cost of initial site development over a three year period. The County will be billed on a monthly basis beginning when the site is publically deployed on Timmons Group production servers, and conclude at the end of 36 months. Annual hosting rates beginning at year 4 will available at a rate of \$6,200 annually.

Tasks	Fee
Site Development, License and Hosting – Year 1	\$9,250
Site License and Hosting – Year 2	\$9,250
Site License and Hosting – Year 3	\$9,250
Total Project Fee	\$27,750

Additional Services

Additional GIS services not specifically described in scope of services can be procured under this contract upon mutual written agreement of the scope and price, using the rates shown in the table below. Timmons Group and the County can re-negotiate these rates on an annual basis.

Additional Services T & M Rates	
Labor Category	Hourly Rate
Project Manager	\$157.50
Senior Analyst	\$110.25
Junior Analyst	\$68.25

MOTION 1: I move to enter into an agreement with the Town of Columbia to have the County Commissioner of Revenue collect and enforce Town taxation and instruct the County Administrator in cooperation with the County Attorney to prepare the required documents for consideration of the Board.

MOTION 2: I move to enter into an agreement with the Town of Columbia to share a Planning Commission and instruct the County Administrator in cooperation with the county Attorney to draft an ordinance and initiate the process to enable this relationship.

MOTION 3: I move to enter into an agreement with the Town of Columbia to share services offered by the County Planning and Community Development Department including enforcement of selected Town Ordinances and instruct the County Administrator and County Attorney to prepare the required documents for consideration of the Board.

AGENDA

BOARD OF SUPERVISORS

October 5, 2011

SUBJECT: Columbia request for services

RECOMMENDATION: The Town of Columbia Task Force has recommended County assistance

TIMING: Routine.

POLICY IMPLICATIONS: As detailed in the attached letter, the Town of Columbia has requested assistance. The complexity of the issues facing the Town will only be resolved with assistance from the County in partnership with the Town Council, Town citizens and other state and local agencies. The assistance requested will improve tax revenue, living conditions, and future planning for the Town.

FISCAL IMPLICATIONS: To be determined during development of agreements. The Town recognizes that under these agreements that it is typical for fees and expenses for planning services are retained by the County. At the July 29, 2011 meeting of the Columbia Task Force the prospect of legal action was raised as a potential outcome of code enforcement. Discussion ensued regarding how the costs of legal representation would be handled by the Town. Given the Town's limited resources, it is likely the County Attorney or the Commonwealth's Attorney's Office would be asked to represent the Town in any legal action resulting from Code enforcement with the associated costs paid by the County or shared with the Town. At that same meeting, the Task Force recommended that as agreements are developed the Town should confirm that the state sales tax distributed based on school-aged children is transferred to the Town and that the Rolling Stock Tax for freight train and truck travel is apportioned to the Town as specified by the VA Code.

DISCUSSION: Recommendations to date made by the Task Force are reflected in the following excerpt from the July 29, 2011 minutes:

"The discussion culminated with the following recommendations:

1. Request the Board of Supervisors (BOS) enter into an agreement to have the County Commissioner of Revenue collect and enforce Town taxation, including vehicle registration fees and collection of delinquent taxes. Town taxes would then be returned to the Town, minus an administrative fee.
2. Request the Board of Supervisors enter into an agreement to share a Planning Commission by enacting a resolution and ordinance enabling this relationship, noting that typically fees and expenses for planning services are made payable to the County. These services would encompass development review, comprehensive plan drafting, and other planning activities.

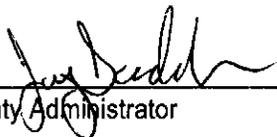
3. Request the Board of Supervisors enter into an agreement to share services offered by the County Planning and Community Development Department. Specifically, enforce selected Town ordinances pertinent to the Town. This recommendation will be made to the County following the Town's review of the pertinent ordinances. Because the County zoning codes do not apply within Town Limits, the Town will first compare the relevant County and Town codes, verify and amend Town code language where needed to parallel the County code, and enact codes needed to enforce the regulations desired by the Town. "

Staff: Pat Groot, Grants Administrator and Chair of the Town of Columbia Task Force

Attachment: Town of Columbia letter



County Administrator's Use Only



County Administrator



Town of Columbia
P.O. Box 779
Columbia, VA 23038

Chairman John Gooch
Fluvanna County Board of Supervisors
P.O. Box 540
Palmyra, VA 22963

Re: Town of Columbia Assistance Request

Chairman Gooch,

The Town of Columbia continues our efforts to improve our Town. Due to limited income and resources we are in need of the County of Fluvanna's assistance.

At the recommendation of the Town of Columbia Task Force, the Town of Columbia would like to request the County of Fluvanna Board of Supervisors' consideration of assisting the Town of Columbia with the below-listed tasks:

- Annual Town of Columbia Property Tax billing and collection
 - We ask the County of Fluvanna to send yearly notices to property owners within the Town of Columbia advising applicable recipient of payment amount due and where to send payment. The Town of Columbia will provide all necessary information and receive payments for deposit into our general accounts.
 - We ask the County of Fluvanna to manage the collection attempts for any taxes unpaid by Town of Columbia property owners.

- Planning
 - We ask the County of Fluvanna to assist the Town of Columbia in zoning and planning efforts within the Town limits, to include:
 - Fluvanna County Planning Commission and Board of Zoning Appeals authority regarding Town of Columbia zoning powers.
 - Planning staff assistance with zoning matters within the Town of Columbia.
 - Enforcement of the Zoning Ordinance (code enforcement).
 - Support the TJPDC with the creation of, and implementation of, a Comprehensive Plan for the Town of Columbia

Additionally, the Town of Columbia will be holding a Public Hearing on October 20, 2011 to consider the adoption of County ordinances that we plan to request assistance with enforcement in the near future.

We sincerely appreciate your consideration of our requests. We are optimistic that a partnership with the County will significantly increase the Town of Columbia's revitalization efforts.

If you have any questions or concerns, please feel free to contact me directly at 434-842-1097.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Hammond, Jr.", written in a cursive style.

John J. Hammond, Jr.
Mayor, Town of Columbia

MOTION: I move that the Board of Supervisors approve the contract with Jacosoft, LLC for implementation of the DeltAlert Emergency & Mass Notification System in the amount of \$8,800, and authorize the County Administrator to execute contracts and agreements associated with this contract, subject to approval as to form by the County Attorney.

AGENDA

BOARD OF SUPERVISORS

October 5, 2011

SUBJECT: Acceptance of contract with Jacosoft, LLC (DeltAlert Emergency & Mass Notification System)

RECOMMENDATION: Accept contract

FISCAL IMPLICATIONS: The DeltAlert Emergency & Mass Notification System provides the same services at a reduced cost and offers more administrative features. No additional County funds are required to provide this service.

TIMING: Routine

POLICY IMPLICATIONS: The DeltAlert Emergency & Mass Notification system is replacing the existing system. It is easy to use, can be accessed off-site by personnel needing to send messages, and requires no hardware. It can be used to notify neighborhoods of criminal activities, missing children, escaped convicts, evacuation notices, or any other event where citizens need to be alerted to an immediate danger. In the event of a terrorist incident a notification system such as this is critical to the protection of our citizens. Provision of a citizen emergency notification system is considered to be an industry standard for 911 communications.

DISCUSSION: DeltAlert is Internet based and utilizes both land line and cell line telephone networks for notification. It is capable of delivering 60,000 messages an hour from any site that has access to the Internet. If the DeltAlert contract is accepted, there will be no impact on citizens already signed up with current vendor. Current information will be transferred to the new system.

LEGISLATIVE HISTORY:

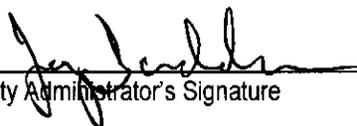
- 08/2007 – Proposal submitted by Charlottesville for radio and public safety broadband project. Peer review recommended resubmission in 2009;
- 01/07/2009 – BOS approved submission of application to secure funding for citizen emergency notification system, radio equipment and paging system.
- 11/23/2009 Notice of award for citizen emergency notification system for \$11,000 with an obligation period of 08/1/2009 to 08/31/2011
- 12/16/2011 BOS accepted VDEM grant for the citizen emergency notification system which was deployed.
- 08/2011 Staff reviewed current system and comparative systems for cost savings and increased system features finding a different system that will better serve the County.

Submitted by staff: Tammy Johnson, Director of Communications

Attachment: Contract with Jacosoft, LLC

For County Administrator Use Only

Comments:



 County Administrator's Signature

**DELTALERT
SOFTWARE LICENSE, SUPPORT AND SOLUTION AGREEMENT**

This Agreement is considered executed and made and entered into as of the last date of signature by the parties to this Agreement (the “Effective Date”) and is by and between **Jacosoft, LLC**, a Texas limited liability company, with principal offices located at 5300 Memorial Drive, Suite 940, Houston, Texas 77007 (hereinafter referred to as “Jacosoft”) and **Fluvanna County, Virginia**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “LICENSEE”) which is the signatory hereto and identified as the Licensee herein.

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) “Agreement” means this Software License, Support and Solution Agreement.
- (b) “Licensed Software” means the software configuration including components and modules described on Exhibit B and all updates, revisions and enhancements thereto made by Jacosoft during the Term of this Agreement, as described in Section 6.
- (c) “Maintenance and Support” means the maintenance and support performed by Jacosoft to the Licensed Software as described in the attached Exhibit C.
- (d) “Message” means any communication transferred via the Licensed Software to the Recipient as follows: (i) a one minute or less verbal communication sent via telephonic means; (ii) a textual communication sent via cellular telephonic means having one hundred forty (140) or less characters; or (iii) a one page or less textual communication sent via facsimile. Any one communication in excess of these temporal/character/textual parameters shall constitute more than one Message, and shall be calculated based on the length of such communication as indicated above. For example, a verbal communication sent to one Recipient consisting of three minutes shall constitute three Messages, while a verbal communication to one Recipient consisting of three minutes and one second shall constitute four Messages.
- (e) “Recipient” means the identifying number of each communication device, including but not limited to landline telephones, cellular telephones, and fax machines, receiving transmissions sent by the LICENSEE via the Licensed Software.
- (f) “Related Parties” means the members, agents, employees and/or assigns of Jacosoft.

Section 2. Grant of License; Transfer of Licensee's Information.

- (a) **Grant.** Jacosoft grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive, license to use the Licensed Software according to the terms of this Agreement (“Grant of License”). Any license granted under this Agreement is conditioned on LICENSEE’s remaining in compliance with all terms of this Agreement including LICENSEE’s full and continued payment of all fees and costs under this Agreement including under Section 5.
- (b) **Prohibitions.** The rights granted LICENSEE under this Agreement are limited to the express terms hereof. Specifically, no right is granted to LICENSEE to sell, reproduce, publish, license, distribute, disseminate, rent, and/or lease any portion of the Licensed Software. Further, under no circumstances does Jacosoft grant to LICENSEE any right to reverse engineer, decompile, disassemble, modify, translate, and make any attempts to discover the source code of the Licensed Software. The rights granted to LICENSEE herein are restricted for use solely by LICENSEE and its authorized users identified on Exhibit A.
- (c) **Transfer of LICENSEE’s Information.** Jacosoft shall accomplish the import of LICENSEE’s information from LICENSEE’s current emergency notification contractor to Jacosoft within five (5) working days following the Effective Date. LICENSEE understands that both the ability to accomplish the import and the timeliness of this transfer are contingent on the cooperation of LICENSEE’S current emergency notification contractor.

Section 3. Intentionally Omitted.

Section 4. Base Amount.

- (a) For **\$8,800.00**, Jacosoft shall provide LICENSEE on the date hereof with thirty thousand (30,000) Messages sent by LICENSEE through and in connection with the Licensed Software (the “Base Amount”). On the one year anniversary date of this Agreement, provided however that the original Base Amount from the initial year has NOT been completely utilized, the unused Messages from the original Message total shall carry over to the second year (the “First Year Carry Over Amount”). Additional 10,000 Message blocks can be purchased for \$500 each on the one-year anniversary date (the “Second Year Additional Message Amount”). The sum of the First Year Carry Over Amount and Second Year Additional Message Amount is hereafter referred to as the “Second Year Base Amount”. After the amount of Messages shall exceed the Base Amount for the first year, or shall exceed Second Year Base Amount for the second year, LICENSEE shall pay to Jacosoft all applicable fees that are due and payable under Section 5 for the remainder of the particular year.

- (b) **Intentionally Omitted.**
- (c) The amount due under subparagraph (a) above shall be paid by LICENSEE within 30 days following the date on which LICENSEE is notified in writing by Jacosoft that LICENSEE's information has been successfully transferred to Jacosoft.

Section 5. Message Fees.

- (a) After LICENSEE has transmitted the Base Amount during the first year pursuant to Section 4, LICENSEE shall pay Jacosoft a per-Message fee of \$0.055 (5.5 cents) for each Message transmitted to each Recipient in excess of the Base Amount during the first year. After LICENSEE has transmitted the Second Year Base Amount during the second year pursuant to Section 4, LICENSEE shall pay Jacosoft a per-Message fee of \$0.055 (5.5 cents) for each Message transmitted to each Recipient in excess of the Second Year Base Amount during the second year. After reaching the Base Amount or the Second Year Base Amount, all accumulated Message fees are determined on the last day of each calendar month, and such amounts are due and payable on or before the last day of the succeeding calendar month. Thereafter for the year in question, and in connection with any termination in compliance with Section 7, all Message fees are due and payable the last day of each calendar month.
- (b) Each Message shall be automatically counted by Jacosoft, and a running record of such count will be automatically updated and available on www.deltalert.com. LICENSEE shall be solely and exclusively responsible for monitoring www.deltalert.com which shall set forth the amount of Messages accumulated and the related total of Message fees due.

Section 6. Term. This Agreement is effective as of the Effective Date and shall continue for a period of two (2) years thereafter ("Term"). The Grant of License remains conditional, and is contingent on timely payment of all obligations by LICENSEE to Jacosoft in accordance with this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for one or more additional one (1) year Terms.

Section 7. Termination and/or Expiration of Term.

- (a) Termination by LICENSEE. LICENSEE may terminate this Agreement, as provided in subparagraphs (1) through (2) below, subject to the following liability:
 - (1) Upon ninety (90) days prior written notice by LICENSEE to Jacosoft after Acceptance of the Agreement.
 - (2) LICENSEE may terminate this Agreement and any license granted hereunder upon notice if Jacosoft breaches a material term of this

Agreement and fails to cure the breach within thirty (30) days following written notice specifying the breach. If such breach is not reasonably curable within such thirty (30) day period, LICENSEE shall not unreasonably withhold approval of a longer cure period provided Jacosoft promptly commences to cure such a breach and continues to diligently pursue a cure of such breach.

- (b) Termination by Jacosoft. Jacosoft may terminate the Agreement, as provided in subparagraphs (1) through (3) below, subject to the following liability:
- (1) Intentionally Omitted.
 - (2) Jacosoft may terminate this Agreement and any license granted hereunder immediately if LICENSEE fails to pay timely the fees and costs payable in Section 5. Further, Jacosoft may terminate this Agreement and any license granted hereunder upon notice if LICENSEE breaches a material term of this Agreement (other than the payment obligations under Section 5) and fails to cure the breach within thirty (30) days following written notice specifying the breach. If such breach is not reasonably curable within such thirty (30) day period, Jacosoft shall not unreasonably withhold approval of a longer cure period provided LICENSEE promptly commences to cure such a breach and continues to diligently pursue a cure of such breach. Any unpaid Message fee owing at the time of Jacosoft's termination under this Section 7(b) shall be accelerated and paid immediately upon termination.
 - (3) Intentionally Omitted.
- (c) Effect of Termination or Expiration. Upon termination of this Agreement for any reason or upon the expiration of the then current Term, all rights granted to LICENSEE under this Agreement cease including the Grant of License under Section 2. LICENSEE'S and Jacosoft's rights and obligations to be performed following termination or expiration of this Agreement under this Section and under Sections 2(b), 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16 and 17 shall survive termination or expiration of this Agreement. In the event of a breach or default by Jacosoft, LICENSEE shall have access to all remedies available to it in equity or at law.
- (d) Return of Licensed Software. Upon termination of this Agreement for any reason or upon the expiration of the then current Term, LICENSEE shall immediately (i) cease using the Licensed Software and all programs associated thereto; and (ii) if applicable, certify to Jacosoft within one month of such termination that LICENSEE has destroyed or has returned to Jacosoft the Licensed Software and all copies. This requirement applies to copies in all

forms, partial and complete, and all types of media and computer memory, and whether or not modified or merged into other materials.

- (e) Upon termination of this Agreement for any reason or upon the expiration of the then current Term, or at any other time upon the written request of LICENSEE, Jacosoft shall immediately deliver to LICENSEE, or to such other person or firm as may be designated by LICENSEE, all of LICENSEE's information, including but not limited to information obtained via LICENSEE's opt-in site, if any, in CSV format or such other format as may be agreed by LICENSEE and Jacosoft. Jacosoft shall cooperate with LICENSEE to accomplish the orderly delivery and transfer of all of LICENSEE's information, none of which shall be retained by Jacosoft.

Section 8. Limited Warranties.

- (a) Limitation of Warranties. Except as provided in Sections 8(b), Jacosoft hereby makes no representations or warranties as to the Licensed Software.
- (b) Infringement. Jacosoft warrants that neither the Licensed Software in the form delivered by Jacosoft to LICENSEE, nor its normal use, nor any deliverable provided pursuant to any services performed by Jacosoft hereunder, infringes or misappropriates any valid copyrights, trademarks, or trade secrets, provided, however, that this warranty does not extend to any infringement arising out of the use of the Licensed Software, otherwise than in normal use, in combination with systems, equipment or Licensed Software not supplied by Jacosoft or any use of the Licensed Software outside of the United States or any modification of the Licensed Software unless performed by or on behalf of Jacosoft. Any and all damages that may be available to LICENSEE under this Section and this Agreement for a breach of the warranty under this paragraph shall not exceed what might be available to LICENSEE under Section 10.

Section 9. "AS IS" Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8(b), THE LICENSED SOFTWARE SERVICES BY JACOSOFT RELATED TO THE LICENSED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OF THE PRODUCTS OR SERVICES THAT ARE PROVIDED BY ANY OF JACOSOFT'S SPONSORS, ADVERTISERS, LINKED SITES, CONTENT PROVIDERS OR SERVICE PARTNERS ARE PROVIDED SOLELY BY SUCH ENTITY OR THE MANUFACTURER OF THAT PRODUCT AND/OR SERVICE, AND NOT BY JACOSOFT.

THE PARTIES INTEND THAT THE LIMITED REMEDIES AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

Section 10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL JACOSOFT OR ITS RELATED PARTIES BE LIABLE FOR ANY OF THE FOLLOWING: (I) DIRECT DAMAGES IN EXCESS OF THE ACTUAL FEE(S) PAID BY LICENSEE TO DATE UNDER SECTIONS 4 AND 5 OR, (II) ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE SERVICES OR LICENSED SOFTWARE PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF JACOSOFT OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES INTEND THAT THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

Section 11. Effect of Regulation. Should any local, state, or national regulatory authority having jurisdiction over LICENSEE enter a valid and enforceable order upon LICENSEE which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive LICENSEE of a material part of its Agreement with Jacosoft. In the event this order results in depriving LICENSEE of a material part of this Agreement or raising their costs beyond that defined in this Agreement, LICENSEE shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement Term upon ninety (90) days written prior notice to Jacosoft, whereupon LICENSEE shall be entitled to a refund of any amount which has been paid to Jacosoft on account of the Base Amount or the Second Year Base Amount, as applicable, prorated based on the number of Messages remaining in such Base Amount or the Second Year Base Amount.

Section 12. Intentionally omitted.

Section 13. Indemnification.

- (a) By Jacosoft. Jacosoft will indemnify and hold LICENSEE harmless from and against any third party claim of infringement, resulting from the warranty provided by Jacosoft to LICENSEE under Section 8(b), which, if true, would evidence a breach of that foregoing warranty, and all demands, actions, liabilities, judgments, damages, costs and expenses (including attorneys' fees)

provided: (i) LICENSEE promptly notifies Jacosoft of any such infringement claim of which it has knowledge or notice; (ii) accords Jacosoft the right, at its sole option and expense, to handle the defense of the infringement claim, and to settle or resolve any such claim it deems appropriate. If such an infringement claim arises, or if Jacosoft becomes aware of the possibility of such a claim, then Jacosoft may, in its discretion, in the following order of preference (i) furnish LICENSEE upon its approval with non-infringing replacement software or other deliverable if commercially reasonable for Jacosoft to perform; (ii) modify the Licensed Software or other deliverable so as to be non-infringing if commercially reasonable for Jacosoft to perform; (iii) obtain a license for LICENSEE to use the infringing software or other deliverable if commercially reasonable for Jacosoft to perform; or (iv) terminate this Agreement in whole or in part upon written notice to LICENSEE.

- (b) Non-liability. Jacosoft and its Related Parties shall not be liable for claims by third parties arising out of any acts or omissions by LICENSEE in connection with LICENSEE's use of the Licensed Software.

Section 14. Intentionally Omitted.

Section 15. Jacosoft Proprietary Rights and Marks. LICENSEE acknowledges and agrees that the Licensed Software and this Agreement contains proprietary and confidential information that is protected by applicable intellectual property and other laws. "DeltAlert" and "Jacosoft" are the intellectual property of Jacosoft and LICENSEE may not display such marks without the written consent of Jacosoft. The Licensed Software is licensed, and not sold. Any source code to the Licensed Software that may be made available to LICENSEE is licensed, not sold. All rights, title and interests in the Licensed Software and source code, whether tangible or intangible including, but not limited to, copyright, trademark and trade secret rights and further including any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Licensed Software, and any copies of the Licensed Software (if any) are owned by Jacosoft. LICENSEE may not remove the copyright or other proprietary notices (if any) from the Licensed Software or source code. LICENSEE acknowledges that any use or disclosure of Jacosoft's proprietary rights and marks as described in this paragraph in a manner inconsistent with the provisions of this Agreement will cause Jacosoft irreparable damage for which remedies other than injunctive relief will be inadequate, and LICENSEE agrees that Jacosoft shall be entitled to injunctive or other equitable relief enjoining such use or disclosure, without the posting of a bond or other security, in addition to any other remedies available by law or under this Agreement.

Section 16. Confidentiality. Jacosoft acknowledges and agrees that Jacosoft shall not use for any purpose other than the performance of services hereunder, or disclose to anyone other than officers, employees or representatives of Jacosoft with a need to know, any confidential information disclosed or made available to Jacosoft by LICENSEE, or to

which Jacosoft had access, prior to or during the performance of services under this Agreement. For purposes of this Agreement, the term “Confidential Information” shall be deemed to mean and include, but shall not be limited to, all information relating to LICENSEE’s confidential telephone number lists; provided, however, that the confidentiality and non-use obligations herein shall not apply to any such information (i) which was in Jacosoft’s possession prior to the time it was received from LICENSEE or came into Jacosoft’s possession thereafter, in each case lawfully obtained from a source other than LICENSEE and other than via LICENSEE’s opt-in site, if any, and not subject to any obligation of confidentiality or restriction on use; (ii) was developed independently by Jacosoft without reference to any information disclosed by or obtained from LICENSEE, as demonstrated by Jacosoft’s written records; or (iii) which is required to be disclosed by court order, governmental agency, operation of law or pursuant to judicial, administrative or regulatory process, provided Jacosoft gives LICENSEE prompt written notice of such prospective disclosure to permit LICENSEE an opportunity to move for a protective order or other appropriate relief. Jacosoft shall take such reasonable actions with its employees and agents as necessary to effectuate the intent of this provision and the confidentiality obligations imposed by this Agreement. Upon learning of any disclosure of LICENSEE’s Confidential Information not permitted under this Agreement, Jacosoft shall promptly notify LICENSEE in writing of such disclosure and take all steps necessary to return any disclosed information to LICENSEE and to prevent further improper disclosures. Jacosoft acknowledges that any use or disclosure of LICENSEE’s Confidential Information in a manner inconsistent with the provisions of this Agreement will cause LICENSEE irreparable damage for which remedies other than injunctive relief will be inadequate, and Jacosoft agrees that LICENSEE shall be entitled to injunctive or other equitable relief enjoining such use or disclosure, without the posting of a bond or other security, in addition to any other remedies available by law or under this Agreement.

Section 17. Miscellaneous.

- (a) Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia.
- (b) Entire Agreement. This Agreement with all its Exhibits contain the entire understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreement, understanding and communication between the parties, whether written or oral, with respect to such subject matter. This Agreement can be amended only in writing signed by the parties. In the event of conflicts, the document with the most recent date shall control over documents with earlier dates.
- (c) Transfer and Assignment. Except as otherwise provided in this Agreement, LICENSEE may not assign or transfer the Licensed Software or this Agreement to a third party without the prior written consent of Jacosoft. This

Agreement shall be binding on LICENSEE and on Jacosoft, its successors and assigns.

- (d) Severability; No Waiver. In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the parties hereto. Lack of enforcement of any term or condition in this Agreement shall not be construed as a waiver of any rights conferred by such term or condition.
- (e) Relationship. No joint venture, partnership, employment, or agency relationship exists between LICENSEE and Jacosoft as a result of this Agreement or use of or access to the Licensed Software. Jacosoft shall have sole responsibility for payment to its employees and its subcontractors, including all tax payments and report obligations.
- (f) Requirement to Give Notice of Consultants to Obtain Non-Disclosure Agreements. Before the LICENSEE is permitted to hire a consultant to render assistance to LICENSEE in the setup of the Licensed Software or in the operations of the Licensed Software, LICENSEE must first provide written notice to Jacosoft as to the name and address of all such consultants and all such consultants must first sign a non-disclosure agreement in form and substance reasonably acceptable to and promptly provided by Jacosoft.
- (g) Survival Clause. All duties and responsibilities of any party, which, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract Term or termination of this Agreement.
- (h) Notices Clause. All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered:
 - (1) Three (3) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement"(Exhibit A) or such other address as the party may have designated by notice amendment to the other party, or
 - (4) Upon delivery of the notice by a nationally recognized overnight delivery service (e.g. Federal Express) to the respective other party at the address set out in the section of the Agreement titled "Customer Identification" (Exhibit A) or such other address as the other party may have designated by notice amendment to the other party.
- (i) Internet Connection. LICENSEE is solely responsible for attaining, maintaining, and ensuring any and all connections to the internet with respect

to use of the Licensed Software. Jacosoft shall have no responsibility to ensure LICENSEE or any Recipient acquires and maintains internet connectivity with respect to this Agreement, and shall bear no liability with respect to any loss, monetarily, personally, or otherwise, in connection with internet connectivity.

- (j) Password Confidentiality. Jacosoft shall have no responsibility to ensure confidentiality of any password associated with Licensed Software, except as provided in Section 16. LICENSEE shall bear sole responsibility for any liability or loss thereof from unauthorized use of any Licensed Software password.
- (k) Ownership of Information. LICENSEE reserves its rights of ownership to all material and information given to Jacosoft by the LICENSEE, including but not limited to information obtained via LICENSEE's opt-in site, if any.
- (k) Appropriations. Notwithstanding any other provision of this Agreement, the payment of the LICENSEE's obligations under this Agreement shall be subject to annual appropriations in each fiscal year of monies sufficient to satisfy the same.
- (l) Subcontractors. In the event that any subcontractors are used by Jacosoft in connection with the work performed under this Agreement, Jacosoft shall:
 - (a) Within 7 days after receipt of amounts paid to Jacosoft for work performed by a subcontractor, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under this Agreement; or
 - (2) Notify the LICENSEE and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - (b) Jacosoft shall require (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - (c) Jacosoft shall pay interest to any subcontractor on all amounts owed by Jacosoft that remain unpaid after seven days following receipt by the contractor of payment from the LICENSEE for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subdivision (a)(2) above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.

- (d) Jacosoft shall include in each of its subcontracts under this Agreement a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements with respect to each lower tier subcontractor.
 - (e) Jacosoft's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the LICENSEE. No contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- (m) Non-discrimination Assurances. Jacosoft shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Procurement Act.
- a. During the performance of this Agreement, Jacosoft agrees as follows: Jacosoft will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Jacosoft. Jacosoft agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Jacosoft, in all solicitations or advertisements for employees placed by or on behalf of Jacosoft, will state that Jacosoft is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section
 - b. Jacosoft shall include the provisions of paragraph (a) above in every subcontract over \$10,000.00 so that the provisions will be binding upon every subcontractor.
- (n) Drug Free Workplace. During the performance of this Agreement, Jacosoft agrees to (i) provide a drug-free workplace for Jacosoft's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Jacosoft that Jacosoft maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$ 10,000, so that the provisions will be binding upon each subcontractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- (o) Compliance with Immigration Law. Jacosoft does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- (p) Modification. This Agreement shall not be subject to change, modification, or discharge except by written instrument signed by the LICENSEE and Jacosoft.
- (q) Claims Procedure. The procedure for consideration by the LICENSEE of contractual claims shall be that set forth in Virginia Code Section 15.2-1243, et seq.
- (r) Compliance with Law. Jacosoft shall comply with applicable federal, state and local laws and regulations in the performance of this Contract.
- (s) Attorneys' Fees. In the event of a dispute between LICENSEE and Jacosoft which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- (t) No Waiver. Neither any payment for, nor acceptance of, the whole or any part of the services by LICENSEE, nor any extension of time, shall operate as a waiver of any provision of this Agreement, nor of any power herein reserved to the LICENSEE, or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Failure of the LICENSEE to require compliance with any term or condition of this Agreement shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.
- (u) No Finance Charges. No finance charges shall be paid by LICENSEE.
- (v) Authorization to transact business. If Jacosoft is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Jacosoft shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Jacosoft shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term of this Agreement.

(w) Sovereign Immunity. Nothing contained in this Agreement shall be deemed to be a waiver of the sovereign immunity of LICENSEE.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

LICENSEE:

Fluvanna County, Virginia
a political subdivision of the
Commonwealth of Virginia

Jacosoft, LLC
a Texas limited liability company

Signature

President

Printed Name/Title

Date

Date

Approved as to form:

Fluvanna County Attorney

EXHIBIT A

IDENTIFICATION OF THE PARTIES TO THE AGREEMENT

Description of Licensee. The LICENSEE is defined as **Fluvanna County**, Virginia, a political subdivision of the Commonwealth of Virginia. LICENSEE's authorized users shall include all departments of the County, Fluvanna County 911 and Fluvanna County Sheriff's Office. Any notices to the LICENSEE shall be sent to:

Fluvanna County 911
c/o Fluvanna County Sheriff
160 Commons Blvd.
Palmyra, VA 22963

with a mandatory copy to:

Fluvanna County Administrator
P. O. Box 540
Palmyra, VA 22963.

The identity of the LICENSEE is unique and material to this contract. Therefore, use of the Licensed Software by the LICENSEE is intended to be limited to the organization and its authorized users as identified above.

Description of Jacosoft. Jacosoft is defined as **Jacosoft, LLC**, a Texas limited liability company. Any notices to Jacosoft shall be sent to:

Jacosoft, LLC
5300 Memorial Drive, Suite 940
Houston, TX 77007.

EXHIBIT B

LICENSED SOFTWARE DESCRIPTION

DeltAlert is a web-based Mass Notification System that enables users to make time-sensitive announcements in a reliable, cost-effective, and efficient manner. This powerful and easy to use application provides users with control over how messages are sent and to whom. Most importantly, DeltAlert's cutting-edge integrated features simplify each step of the notification process. Below are a few examples:

Adding Contacts

Thanks to an optional opt-in/opt-out public portal, an intuitive contact import wizard, as well as optional integration with existing databases, adding and managing contacts is a streamlined process.

Selecting Individuals to Alert

DeltAlert gives you the flexibility to either alert individuals or notify specific groups of people.

Generating a Message

During the alert setup process, a user can upload a custom audio file or can use DeltAlert's text-to-speech feature to generate a realistic message.

Initiating an Alert

The alert setup wizard enables DeltAlert users to rapidly initiate an alert via multiple modes, such as by phone, text message, or email.

Reporting

Once an alert has been activated, the user can see the results of the campaign in real-time. Additionally, the system records pertinent data from each contact attempt, such as the time the alert was sent and which modes of delivery were successful. These reports can later be analyzed to determine the effectiveness of any deployment.

EXHIBIT C
CUSTOMER SUPPORT INFORMATION

24 HOUR CUSTOMER SUPPORT ACCESS

866-749-9662 option 2

24 HOUR CUSTOMER SUPPORT EMAIL

dasupport@deltalert.com

MOTION: I move to authorize the County Administrator to send a letter of support for the Thomas Jefferson Planning District Commission's application for the Regional Brownfield Assessment and Planning Grant.

AGENDA

BOARD OF SUPERVISORS

October 5, 2011

SUBJECT: Regional Brownfield Assessment and Planning Grant; letter of support for

RECOMMENDATION: Authorize letter of support.

TIMING: Needs action to submit with project funding application and for project support.

POLICY IMPLICATIONS: The Thomas Jefferson Planning District Commission (TJPDC) is requesting the County's support for this planning grant application.

FISCAL IMPACT: None. Possible future economic development benefit.

DISCUSSION: The Thomas Jefferson Planning District Commission (TJPDC) plans to apply for a grant from the Environmental Protection Agency for a regional brownfields assessment project. The project will focus on economic development while addressing environmental contamination. Brownfields are properties afflicted by real or potential environmental contamination. The nature of the contamination is generally low level, which would not pose a health threat to the property occupants or community, however, such contamination does cloud the property title resulting in underutilization of the property and stifling reinvestment. By rehabilitating and reusing brownfield sites, it often results in an increased contribution to the tax base, eliminate blight that affects surrounding property, attracts jobs, reduces pressure to grow outward, and reduces risk of pollution migration and/or increased severity of contamination.

The scope of work proposed includes:

- 1) **Outreach and Education:** to diverse stakeholders and public to educate each on the challenges and opportunities of brownfields reuse
- 2) **Regional Inventory:** with a focus on sites that possess potential for redevelopment
- 3) **Organize Advisory Committee:** to assist with site ID/historical use, and criteria development for selecting sites to further assess
- 4) **Conduct Phase I Environmental Site Assessments:** on a subset of sites from the inventory based on guidance from committee
- 5) **Conduct Phase II Environmental Site Assessments:** at least one Phase II ESA in each member locality based on guidance from committee
- 6) **Develop Remediation Plans:** contract to develop clean-up plans based on findings from Phase II ESAs and guidance from committee

The County's role would be to designate a staff member to serve on the advisory committee for approximately 6 meetings per year for two years. There is no match or contribution required.

Please advise if further information is desired.

Staff: Jay Scudder, County Administrator

Attachments:

- A. TJPDC Letter of Support
- B. Brownfields Presentation



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

ATTACHMENT A
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
FAX (434) 591-1911
www.co.fluvanna.va.us

BOARD OF SUPERVISORS

John Y. Gooch, Chairman
Palmyra District

Shaun V. Kenney, Vice Chair
Columbia District

Donald W. Weaver
Cunningham District

Mozell H. Booker
Fork Union District

Joseph C. Chesser
Rivanna District

Chris Fairchild
Rivanna District

STAFF

Jay Scudder
County Administrator
jscudder@co.fluvanna.va.us

Mary L. Weaver
Clerk to the Board
mweaver@co.fluvanna.va.us

October 15, 2011

Thomas Jefferson Planning District Commission
Mr. Steve Williams
401 E. Water St.
Charlottesville, VA 22902

Dear Mr. Williams:

The County of Fluvanna is pleased to participate in the coalition of localities that are represented in the Thomas Jefferson Planning District Commission's (TJPDC) application to the Environmental Protection Agency (EPA) for the Thomas Jefferson Regional Brownfield Assessment and Planning Grant. The County shares the TJPDC's commitment to environmental stewardship and community development, both of which will be furthered by this project. We are excited to assist the TJPDC in the inventory and site selection process, and already have sites in mind that would benefit the County, our citizens, and the environment if determined to be eligible for assessment activities. Here, as in many communities, economic opportunities have fallen short of expectations in the recent past. We believe the investment in troubled properties made possible by this funding will result in reinvestment and job creation that would have otherwise not occurred in Fluvanna County. Additionally, the project will produce information on our vulnerability to environmental contamination, and establish the necessary steps to clean up pollution that potentially threatens our natural resources, health, and livelihood.

The County sees this project as an opportunity to transform negative aspects of our communities into assets, improving the quality of life for our citizens and attracting positive attention from outside. The TJPDC has conducted work on our behalf many times, and we have found it to be a very capable partner. The Commission's quality of work and comprehensive approach to regional issues uniquely qualifies them to undertake this project on behalf of the coalition members, each of which is affected by brownfields in their communities. For these reasons, we hope the EPA will support the TJPDC's proposal to assess and plan for brownfields remediation in our region.

Sincerely,

Jay Scudder,
County Administrator

Regional Brownfields Assessment Grant Application

Steve Williams, Executive Director
Erin Yancey, Environmental Planner
Thomas Jefferson Planning District Commission

Regional Brownfields Assessment Grant

- The TJPDC plans to apply for a grant from the Environmental Protection Agency for a regional brownfields assessment project
- The project focuses on economic development while addressing environmental contamination
- We request the support of Fluvanna County in this application

What is a Brownfield?

- Property afflicted by real or potential environmental contamination
- Usually the contamination is low level and does not pose a health threat to occupants or community
- Contamination has clouded the property title, stifling reinvestment
- The result is un- or underutilization of the property

What are the Benefits of Reusing Brownfields?

- Property redevelopment takes place
- Increased contribution to tax base
- Eliminate blight that affects surrounding property
- Attract jobs
- Reduce pressure to grow outward
- Reduce risk of pollution migration and/or increased severity of contamination

What Work is Proposed?

- 1) **Outreach and Education:** to diverse stakeholders and public to educate each on the challenges and opportunities of brownfields reuse
- 2) **Regional Inventory:** with a focus on sites that possess potential for redevelopment
- 3) **Organize Advisory Committee:** to assist with site ID/historical use, and criteria development for selecting sites to further assess
- 4) **Conduct Phase I Environmental Site Assessments:** on a subset of sites from the inventory based on guidance from committee
- 5) **Conduct Phase II Environmental Site Assessments:** at least one Phase II ESA in each member locality based on guidance from committee
- 6) **Develop Remediation Plans:** contract to develop clean-up plans based on findings from Phase II ESAs and guidance from committee

What would the County's Role Be?

- A staff member to serve on the advisory committee – approximately 6 meetings per year for two years
- No match or contribution required

Questions?

Steve Williams, Executive Director
swilliams@tjpd.org; (434)979-7310 ext. 110

Erin Yancey, Environmental Planner
eyancey@tjpd.org; (434)979-7310 ext. 320

Thomas Jefferson Planning District Commission

ECONOMIC DEVELOPMENT AND TOURISM DIRECTOR - 1130

GENERAL DEFINITION OF WORK:

Performs difficult professional and responsible administrative work developing and administering County economic development and tourism activities; does related work as required. Responsible for coordinating special projects and assignments directed towards improving the efficiency and effectiveness of county programs and systems. Work is performed under the general supervision of the County Administrator.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Administering, supervising and monitoring community and economic development and tourism activities, properties and projects; coordinating special projects and assignments; ensuring compliance with applicable rules and regulations; maintaining records and files; preparing reports.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Provides primary point-person contact for persons inquiring or requesting economic development and or tourism information or assistance.
- Conducts statistical and subject-related research and other information gathering activities necessary for the creation and maintenance of databases and for the development of special projects.
- Formulates and manages the personal creation and development of key economic development and tourism projects.
- Analyzes, researches, and evaluates current and potential county programs and systems to improve efficiency and effectiveness.
- Recommends program and system improvements and implementation plan.
- Engages in written, telephone and electronic correspondence in the ordinary conduct of day to day operations.
- Makes goodwill visits to existing businesses and enterprises under construction.
- Researches, establishes and maintains inventory of available industrial and business sites.
- Researches, establishes and maintains up to date database of demographic/statistical County info.
- Conducts site visits for prospective investor clients.
- Counsels inquiring individuals on matters relating to establishing a business in the County.
- Serves as liaison to Economic Development Commission, Industrial Development Authority and Chamber of Commerce.
- Represents the County as state and regional economic development and tourism meetings and conferences.
- Attends selected workshops and seminars to maintain proficiency in areas of responsibility.
- Meets with County Administrator and department personnel as necessary and/or directed.
- Creates, prepares and delivers presentations.
- Participates in County programs; attends Board of Supervisors meetings.
- Meets with advertising, production and printing firms.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of modern principles and practices of community and economic development and tourism; thorough knowledge of the principles and practices of public and business administration; thorough knowledge of management and finance; ability to prepare clear and comprehensive financial and administrative reports; ability to communicate ideas clearly and concisely, both orally and in writing; ability to establish and maintain effective working relationships with County and State officials, associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited college or university with major course work in business administration or related field and considerable experience in community or economic development and/or tourism.

PHYSICAL REQUIREMENTS:

This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires balancing, stooping, crouching, reaching, standing, walking, fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

FLSA Status: Exempt – Executive Discretionary
 Exempt – Professional Compensatory
 Exempt – Administrative Compensatory
 Non-Exempt

Pay Grade: 19

Approved as to form: _____ Date

Recommended by: _____ Date
Department Head

Approved: _____ Date
County Administrator

Approved by Board of Supervisors: October 5, 2011

DRAFT

Economic Development and Tourism Director

The County of Fluvanna is seeking an experienced professional to fill the position of Economic Development and Tourism Director. The incumbent of this full time position is responsible for developing and implementing programs to promote economic development and tourism expansion, retention, and recruitment of tourism, commercial and industrial activities. The incumbent, under the direction of the County Administrator, will analyze, research, and evaluate current and potential programs to improve county efficiency and effectiveness.

Experience in community development, economic development, and or marketing is required. Experience with alternative funding sources for startup business' and capital needs preferred. The successful candidate will need to understand public/private partnerships and how to implement them. Proficiency in MS Office and a valid driver's license required. Salary \$48,700 plus the standard benefit package.

Submit cover letter, resume, and a Fluvanna County application to Fluvanna County Human Resources Manager, PO Box 540, Palmyra, VA 22963. Review of applications will begin on October 15. This position will remain open until filled. EOE

For information on Fluvanna County economic development visit www.fluvannacounty.org.

DRAFT



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540, Palmyra, VA 22963 · (434) 591-1910 · FAX (434) 591-1911 · www.co.fluvanna.va.us

MEMORANDUM

TO: Board of Supervisors
FROM: Renee Hoover, *RH* Finance Director
SUBJECT: Contingency Balance
DATE: October 5, 2011

The balances for the BOS and grant contingency lines for FY12 are as follows:

<u>Board of Supervisors Contingency:</u>	\$100,000.00
Minus Donation to Town of Columbia 8.3.11	3,000.00
Minus Reimbursement of Livestock Claims 9.7.11	<u>2,540.00</u>
Total Board of Supervisors Contingency	<u>\$ 94,460.00</u>