



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA FOR REGULAR MEETING**

Circuit Courtroom, Fluvanna Courts Building  
September 5, 2012, 2:00 pm and 7:00 pm

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**TAB AGENDA ITEMS**

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

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**2 - COUNTY ADMINISTRATOR'S REPORT**

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**3 - PUBLIC COMMENTS #1** (5 minutes each)

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**4 - PUBLIC HEARING**

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None

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**5 - ACTION MATTERS**

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- I Town of Columbia Resolution pertaining to County Zoning Ordinances – Pat Groot, Grants Administrator and Columbia Task Force Chair
  - J Seeking a Bailout Under the Voting Rights Act – Fluvanna County Electoral Board  
Voting District Polling Place Options – Fluvanna County Electoral Board
  - K FY12 to FY13 Carryover Requests – Eric Dahl, Budget Analyst
- 

**6 - PRESENTATIONS** (normally not to exceed 10 minutes each)

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- L VDOT Report – Joel DeNunzio, Acting Residency Administrator  
RFC Schools Review Update – Steve Jacobs, Managing Director, Robinson, Farmer and Cox
  - M Legislative Update – David C. Blount, Legislative Liaison, Thomas Jefferson Planning District Comm.
  - Mc Columbia Task Force Update – Pat Groot, Grants Administrator and Columbia Task Force Chair
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**7 - CONSENT AGENDA**

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- N Minutes of August 1, 2012 – Mary Weaver, Clerk to the Board of Supervisors
  - O Resolution Supporting Restoration of State Funding for Aid to Localities - Steve Nichols, County Administrator
  - P Ratify and Accept DMV US DOT Highway Safety Funds Grant Award – Pat Groot, Grants Administrator
  - Q FY13 Budget Transfer for GIS Services – Eric Dahl, Budget Analyst
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**8 - ACCOUNTS PAYABLE**

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- R Period July 26, 2012 through August 27, 2012 - Barbara Horlacher, Finance Director
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**9 - UNFINISHED BUSINESS**

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None

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**10 - NEW BUSINESS**

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None

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**11 - CLOSED MEETING**

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Legal Matters

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**RECESS – DINNER BREAK**

**RECONVENE @ 7:00pm**

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**12 – PRESENTATION**

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S Debt and Project Financing Review – Barbara Horlacher, Finance Director

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**13 - PUBLIC COMMENTS #2** (5 minutes each)

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**14 – ADJOURN**

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County Administrator Review

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**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.

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## ORDER

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

## PUBLIC HEARING RULES OF PROCEDURE

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

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** September 5, 2012

<b>SUBJECT:</b>	Utilize County Zoning Ordinance for the Town of Columbia
<b>MOTION(s):</b>	I move to accept the Columbia Town Council's request to amend the Board's October 5, 2011 direction to draft an agreement, to be prepared by the County Attorney for later consideration of the Board of Supervisors, that includes language enabling the Fluvanna Zoning Ordinances to serve as the Zoning Ordinance for the Town of Columbia.
<b>STAFF CONTACT:</b>	Pat Groot, Grants Administrator and Chair of Columbia Task Force
<b>RECOMMENDATION:</b>	Adopt motion
<b>TIMING:</b>	Action to coincide with the Town of Columbia's adoption of a new Town Code by November 15, 2012 is requested by the Town Council
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• Resolution of Town Code issues became a prerequisite for the County Attorney to draft, for the consideration of the Board, an agreement with the Town of Columbia to share a Planning Commission.</li> <li>• The Town Council has concluded that using the County Zoning Ordinances, County Planning Commission and County Board of Zoning Appeals will solve many of the Town's code issues. This scenario comes from the County Attorney as a possible solution. Creating a new district in the County Zoning ordinances will be required to implement this approach.</li> <li>• The Town will also adopt a new Town Code, without zoning ordinances, that will include either an unsafe building code, possibly similar to Albemarle County's, or a maintenance code. A decision will be made by Town Council on which to adopt in the next 2 months. The Task Force will continue its efforts in assisting the Town Council in options available.</li> </ul>
<b>FISCAL IMPLICATIONS:</b>	<ul style="list-style-type: none"> <li>• By relying on the County Zoning Codes, zoning issue arising in the Town will be directed to the Planning staff and Planning Commission following standard County procedures. Planning Commission recommendations will be delivered for action to the Town Council by Planning staff.</li> <li>• Creation of the district will likely be the most time intensive for Planning staff and the Commission. Rate of Town growth and complexity of the district will likely be the primary indicator of future costs for Planning staff, the Commission and the BZA. Detailed projected costs will be presented with the draft agreements prepared by the County Attorney.</li> </ul>
<b>POLICY IMPLICATIONS:</b>	This action modifies the Town's request for assistance from the County that will improve tax revenue, living conditions and future planning for the Town.
<b>LEGISLATIVE HISTORY:</b>	<p>05-18-2011 Columbia Task Force Charter approved by the BOS</p> <p>08-03/2011 Accept administration of the DHCD Community Development Block Grant planning grant</p> <p>10-05-2012 BOS requests the County Administrator in cooperation with the</p>

	<p style="text-align: center;">County Attorney to:</p> <ul style="list-style-type: none"><li>• prepare the required documents for consideration of the Board to collect and enforce Town Taxation</li><li>• draft an agreement with the Town of Columbia to share a Planning commission under VA code §15.2-2218</li><li>• draft an ordinance and initiate the process to enable the relationship with the Planning Commission.</li><li>• draft 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.</li></ul>
<b>ENCLOSURES:</b>	Columbia Town Council Resolution



TOWN OF COLUMBIA  
COLUMBIA, VIRGINIA 23038

Chartered 1788

Mayor  
John Hammond

Samuel Hancox  
Ben Saunders  
Cathy Saunders

Town Council:

Courtney Jones  
Kerry Hammond  
Chip Howard

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August 22, 2012

**RESOLUTION:**

During the August 2012 Columbia Town Council Meeting, the Town Council voted unanimously to pursue the adoption of new Town Code to supersede our existence Town Code. Additionally, the Town will seek to replace existing Zoning Ordinances and request the Fluvanna Board of Supervisors take the necessary steps to authorize the Fluvanna Zoning Ordinance to serve as the Zoning Ordinance for the Town.

Our decision was based on a recommendation from the Columbia Task Force during the July 27, 2012 meeting.

Further, the Town of Columbia has committed to identifying and completing all required steps to adopt a new Town Code by November 15, 2012 and asks that the County enable the Town's use of the County Zoning Ordinance within the same timeframe

Sincerely,

John Hammond  
Mayor, Town of Columbia, VA



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

August 24, 2012

To whom it may concern:

It is the Town of Columbia's determination that the structure located at [No Address] St. James Street (Tax Parcel ID# 54A 1 78B) is substantially damaged, as defined by the Federal Emergency Management Agency (FEMA) as having "damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred." In its current condition, the structure would have to be rebuilt to code to be suitable for human habitation.

The Town of Columbia is not able to attribute the damage to any one specific hazard event, but the structure lies within the FEMA Special Flood Hazard Area (also known as the 1% annual chance floodplain) and it has been subject to flooding from the James River on numerous occasions over the previous five decades. There is a reasonable belief that flooding damage has contributed to its present condition.

A handwritten signature in black ink, appearing to read "John Hammond", is written over a horizontal line.

John Hammond, Mayor  
Town of Columbia Task Force Representative



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

August 24, 2012

To whom it may concern:

It is the Town of Columbia's determination that the structure located at 344 St. James Street (Tax Parcel ID# 54A 1 74A) is substantially damaged, as defined by the Federal Emergency Management Agency (FEMA) as having "damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred." In its current condition, the structure would have to be rebuilt to code to be suitable for human habitation.

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Town of Columbia Task Force Representative



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P.O. Box 779  
Columbia, VA 23038

August 24, 2012

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Columbia, VA 23038

August 24, 2012

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John Hammond, Mayor  
Town of Columbia Task Force Representative

## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: September 5, 2012

<b>SUBJECT:</b>	Authorization for the Fluvanna Electoral Board to pursue bailout from the oversight provisions of the Voting Rights Act
<b>MOTION(s):</b>	<b>I move the Fluvanna County Electoral Board be authorized to pursue bailout from the oversight provisions of the Voting Rights Act and authorize \$6,000 be allocated for such purposes.</b>
<b>STAFF CONTACT:</b>	Joyce W. Pace, General Registrar
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	To remove Fluvanna County from the oversight provisions of the Voting Rights Act provision.
<b>FISCAL IMPLICATIONS:</b>	One time allocation of \$6,000.00
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	None
<b>ENCLOSURES:</b>	Bail out presentation.

# **SEEKING A BAILOUT UNDER THE VOTING RIGHTS ACT**

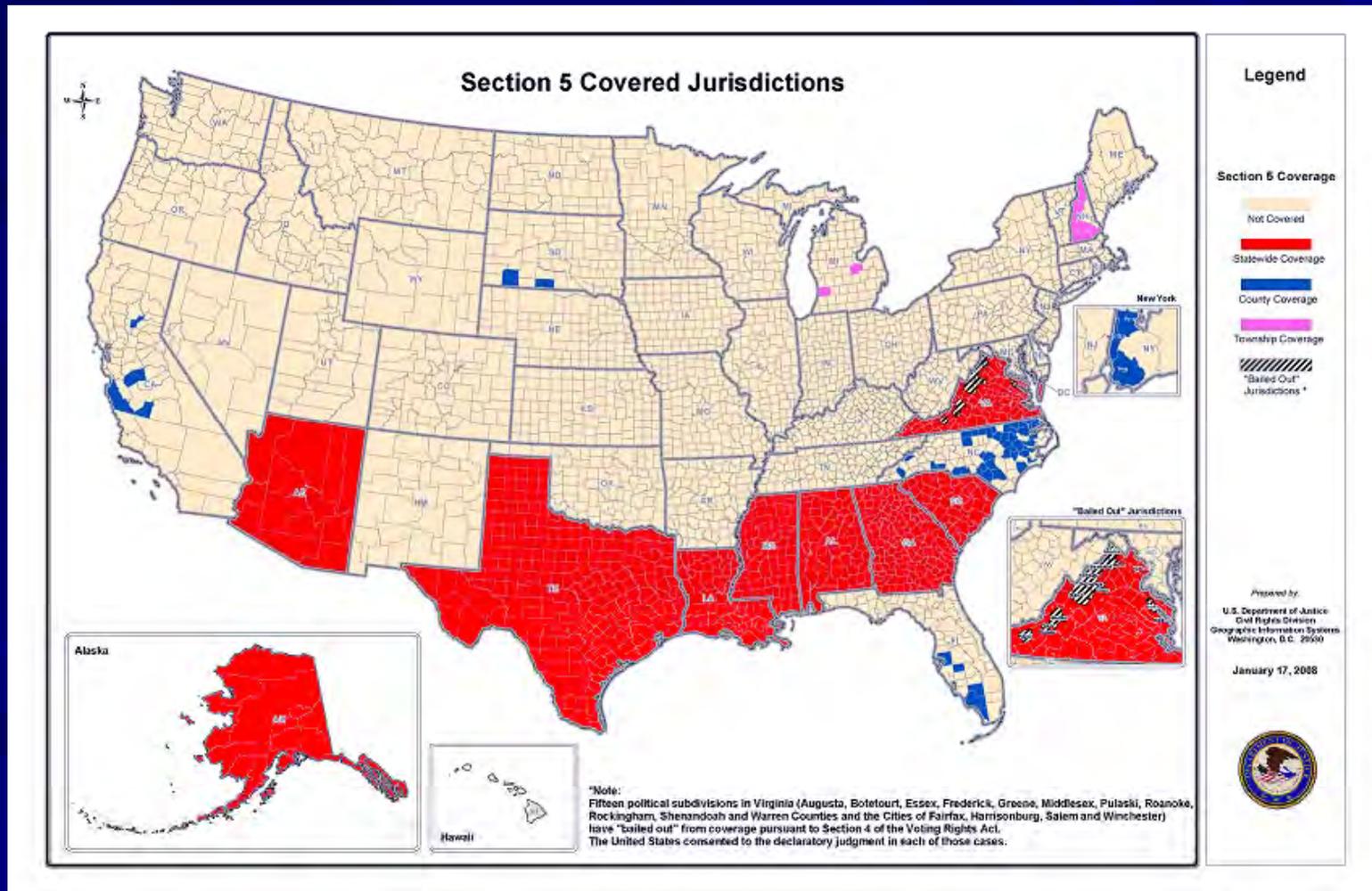
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# What is a Bailout?

# Bailout

- State and local governments (like the City of Fredericksburg) subject to the special provisions of the Voting Rights Act (including the preclearance provisions) can terminate coverage under these special provisions by seeking an exemption (known as a “bailout”).

# Section 5 of the Voting Rights Act Applies to 16 State



# To Obtain Section 5 Preclearance

- Racially discriminatory *purpose*
- Racially discriminatory *effect*
- What must be shown to get a bailout?



## Jurisdictions must show that within the last ten (10) years:

- No Test or Device Was Used to Determine Voter Eligibility
- No Federal Examiners Were Assigned
- Timely Submission of All Voting Changes
- No Objections by DOJ/Denials by DC Court

# When Bailout is Sought...

Jurisdictions must show:

- Dilutive Voting Procedures Have Been Eliminated (i.e. dilutive at-large elections)
- Constructive Efforts to Eliminate Harassment or Intimidation of Voters
- Expanded Opportunities for Convenient Registration and Voting
- Appointment of Minority Persons as Election Officials Throughout All Stages of Registration/ Electoral Process

# Gathering the Relevant Information

## The Statistics

- Population and Demographic Data
- Voting Data —  
Registration/  
Turnout
- Election Data

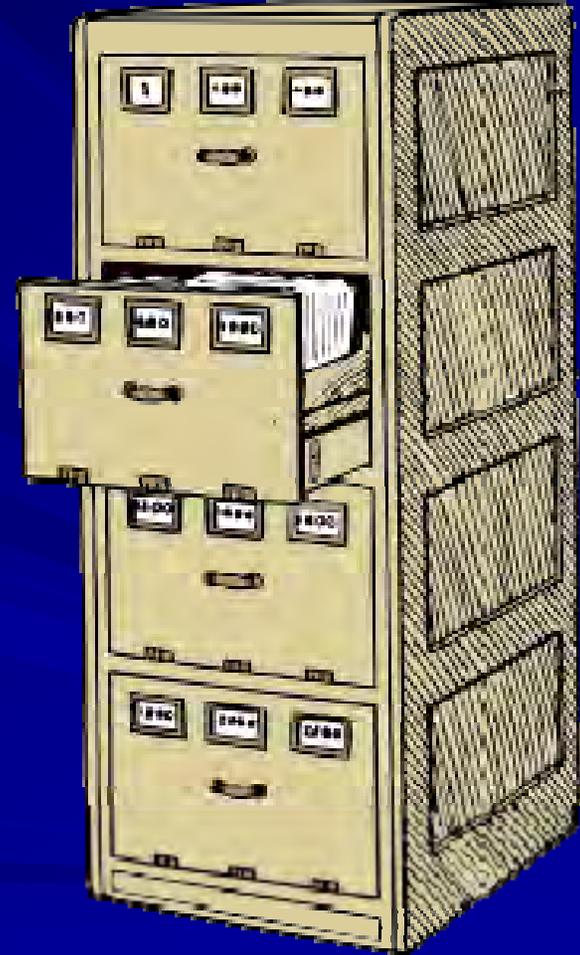


# The Electoral History

- Voter Registration Opportunities—historically, has it changed (i.e. improved)?
- Changes to Method of Election
- Minority Candidacies—how has the minority community's preferred candidates fared?

# Pre-Clearance History

- DOJ Records
- State/City/County Records



# Appointment of Election Officials

- Office of Voter Registration
- Electoral Board
- Poll Officials



# Advantages of Bailout

## Why Local Governments Should Seek a Bailout Now Before Redistricting:

- With redistricting cycle in 2011, the costs of preclearance submissions will rise again
- Numerous changes get implemented during redistricting: new district lines for local governments, state legislature and congressional boundaries; precinct lines need changing, and polling places often get moved or changed.
- All of these redistricting-related changes must be precleared before candidates can qualify for office and before the election. Delays in preclearance can cause huge problems for voters and candidates.
- Due to the greater number of changes associated with redistricting, preclearance will cost the Counties and Cities in Virginia more in 2011 than in any other of the last ten years.
- A bailout will give local officials complete control over their election schedule and will save the County or City a significant amount of \$ (literally thousands of dollars over the course of the next decade alone).

# Advantages of Bailout

Local Jurisdictions Seeking Bailouts Have Cited These Reasons:

- Chance to prove that it has fair practices without waiting for preclearance
- Less costly than making section 5 preclearance submissions for the next 25 years!
- More flexibility and efficiency to make routine election or voting changes.

# Disadvantages of Bailout

- Eliminate Federal Review of All Voting Changes to Insure Non-Discrimination
- Minority Community Currently is Routinely Contacted by DOJ About Voting Changes  
(Note: Bailout Can Provide Opportunity to Engage Minority Community)

## (65) Jurisdictions Have Bailed Out Since Congress Amended the Voting Rights Act in 1982

- City of Fairfax, VA
- City of Harrisonburg, VA
- City of Winchester, VA
- City of Salem, VA
- Sandy Springs, GA
- Kings Mountain, NC
- Amherst County, VA
- Augusta County, VA
- Botetourt County, VA
- Clarke County, VA
- Essex County, VA
- Frederick County, VA
- Greene County, VA
- Middlesex County, VA
- Page County, VA
- Roanoke County, VA
- Rockingham County, VA
- Shenandoah County, VA
- Warren County, VA
- Washington County, VA
- NAMUDNO, TX

# Why No Increase In # of Bailouts?

- Local governments unaware of Bailout and new opportunity afforded by NAMUDNO decision
- Too costly?
- Too burdensome?
  
- Bailout is neither costly nor burdensome.
- In fact, a bailout can save local governments \$!

# Pending Bailouts

- City of Bedford, VA
- Bedford County, VA
- Culpeper County, VA
- James City County, VA
- Manassas Park, VA
- Williamsburg, VA
- Merced County, CA
- Rappahannock County, VA

## Electoral Board Requests

- **Authorize the Electoral Board to pursue obtaining bailout from the oversight provisions of the Voting Rights Act.**
- **Allocate \$6,000.00 to the Electoral Board/ General Registrar budget for Bailout purposes.**

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# **SEEKING A BAILOUT UNDER THE VOTING RIGHTS ACT**

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## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: September 5, 2012

<b>SUBJECT:</b>	FY12 to FY13 Carryover Requests
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the attached budget carryover requests totaling \$108,199, reappropriating those FY12 remaining budgets to the FY13 adopted budget.</b>
<b>STAFF CONTACT:</b>	Eric Dahl, Budget Analyst
<b>RECOMMENDATION:</b>	I recommend approval of the requested action.
<b>TIMING:</b>	July 1 <sup>st</sup> , 2012
<b>DISCUSSION:</b>	<p>This request includes the following:</p> <ul style="list-style-type: none"><li>• Miscellaneous Non-Departmental request to utilize unspent BOS Contingency for Gateway Self Insurance run-out costs - \$67,987</li><li>• Registrar request to utilize unspent Machinery &amp; Equipment funding to purchase voting equipment - \$10,212</li><li>• Department of Social Services request to utilize unspent Full-Time Salaries for Temporary Part-Time Salaries to meet increased caseload requirements - \$30,000</li></ul> <p>Per the budget policy, this request excludes outstanding operating encumbrances, insurance reimbursements, grants, and existing capital projects.</p>
<b>FISCAL IMPLICATIONS:</b>	The following FY13 Budgets will increase: General Fund – 100 - \$78,199 (Misc Non-Dept. \$67,987 and Registrar \$10,212); Social Services – 105- \$30,000.
<b>POLICY IMPLICATIONS:</b>	None
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	FY12 to FY13 Carryover Request form.

## FY12 to FY13 Carryover Requests

	Dept	Org & Object		Carryover	G/L Account	Carryover Justification
		FY12	FY13			
1	Misc. Non-Dept. 860	10086000 -405870	10086000 -402300	\$67,987	Misc Non-Dept/ Medical Insurance	The termination with Gateway Self Insurance has left the County with a shortage in the Health Insurance Fund to pay for run-out claims. The County can still receive run-out claims up to a year from the termination date of 6/30/12. The \$67,987 is the available budget at the end of FY12 from Misc Non-Dept/ Board Contingency line. This will utilize FY12 funds to pay for FY12 expenses.
2	Registrar 170	10017000 -408101	10017000 -408101	\$10,212	Registrar/ Machinery & Equipment	The funds will be utilized to purchase voting equipment and replace faulty Electronic Pollbooks. Voting equipment includes 3 OVO Digital Scanners costing \$19,200.00 (final cost \$4,200.00 <u>after</u> SBE reimbursement) as well as the purchase of 12+ Electronic Pollbooks quoted at \$535.00 each.
3	Dept of Social Services 530	10553000 -401100	10553000 -401300	\$30,000	Social Service Administration/ Part-Time Salaries & Wages	To fund temporary personnel and administrative costs to meet increased caseload requirements, therefore reducing loss of staff in order to meet mandates.
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<b>Total Carryover Request</b>				<b>\$ 108,199</b>		



**Culpeper District**  
**Fluvanna County Monthly Report**  
**September 2012**

**Special Issues**

- Nothing significant to report at this time.

**Preliminary Engineering**

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 632, Bridge replacement over Ballinger Creek	Posting of Willingness	Advertisement	September 2012
Route 53 Safety Project – Intersection Improvements at Route 618	Design Public Hearing	Right of Way – October 2012	October 2013
Route 6, Bridge replacement over Hardware River	Design Public Hearing	Right of Way – Summer 2012	November 2013
Route 6, Bridge replacement over Rivanna River	Design Public Hearing	Right of Way – Summer 2012	November 2013
Route 656, Bridge replacement over Holman Creek	Posting of Willingness	Right of Way – December 2012	March 2014
Route 15/53 Roundabout	Received notice to administer project	Survey – Fall 2012	November 2014
Route 715, Stag Road, Unpaved Road	--	Project Scoping – Summer 2012	August 2013

Route 606, Hells Bend Road, Unpaved Road	--	Project Scoping – Summer 2012	February 2017
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\*Dates to be determined following evaluation of Scoping Team comments.

## Construction Activities

- **Guardrail Repair GR07-967-096, N501**  
Scope: Guardrail repairs – on call – District wide.  
  
Next Major Milestone: Contract completion.  
  
Contract Completion date: July 1, 2012.
- **Route 600/53 Intersection Improvement 0600-032-188, C501**  
Scope: Construct roundabout  
  
Next major milestone: Complete Phase I traffic switch.  
  
Contract Completion Date: April 26, 2013.
- **Route 636 Rural Rustic Road Project 06368-032-P85, N501**  
Scope: Upgrade existing gravel surface to hard surface  
  
Next major milestone: Complete project.  
  
Contract Completion Date: September 25, 2012.

## Traffic Engineering Studies

- Completed**
  - **Route 706** – Signing and speed limit review. Study complete, speed not changed. Additional signing and marking adjustments pending.
  - **Route 601** – Speed limit review. Study complete, speed not changed. Warning signs and advisory speed plaques are installed at appropriate locations.
- Under Review**
  - **Nothing to report.**

## Maintenance Activities

- **On-going routine maintenance activities.**
- **Mowing Operations on Primary Routes.**

Joel DeNunzio  
Acting Charlottesville Residency Administrator

Virginia Department of Transportation  
701 VDOT Way  
Charlottesville, VA 22911



*Thomas  
Jefferson*

## Planning District Commission

August 28, 2012

Mr. Shaun Kenney, Chairman  
Fluvanna County Board of Supervisors  
P.O. Box 540  
Palmyra, Virginia 22963

Dear Mr. Kenney:

I soon will be developing the first draft of the 2013 Thomas Jefferson Planning District Legislative Program. As I typically do, I would like to appear before the Board to discuss the process for developing the program, to highlight some of the issues being considered for inclusion in the program, and most importantly, to receive input from the Board concerning items it would like to emphasize in the program. For your information, I have attached a summary of the priority items from this past year.

Specifically, I plan to come before the Board at its September 5<sup>th</sup> meeting. My presentation will be very brief, to be followed by any suggestions/discussion board members may wish to have. I then will plan to circulate a copy of the draft program to you (early October) and will request to come before the Board again in November to seek concurrence with the program.

Thank you, and I look forward to seeing you soon.

Sincerely,

David C. Blount  
Legislative Liaison





## ***Thomas Jefferson Planning District 2012 Legislative Priorities***

**(Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson &  
Charlottesville City)**

### **SECONDARY ROAD DEVOLUTION**

- We are strongly opposed to any legislation or regulations that would transfer responsibility to counties for construction, maintenance or operation of current or new secondary roads.

### **STATE/LOCAL FUNDING and REVENUES**

- The state should honor its funding obligations to localities and resist cost-shifting to localities.
- Facing continuing budget woes and funding cuts to localities, the state should relax state requirements or provide flexibility for meeting requirements, and not further restrict local revenue authority.
- The state and localities should examine contractual relationships for services required by the state.

### **PUBLIC EDUCATION FUNDING**

- The state should fully fund its share of realistic costs of the Standards of Quality (SOQ) without making formula changes that shift the funding burden to localities.

### **CHESAPEAKE BAY TMDL**

- The state and federal governments must provide major and reliable forms of financial and technical assistance for comprehensive water quality improvement strategies.
- We urge fairness in applying requirements for reductions in nutrient and sediment loading across source sectors, and accompanying authority and incentives for all sectors to meet such requirements.
- We will oppose actions that impose monitoring, management or similar requirements on localities without providing sufficient resources. Any expansion of the Nutrient Exchange Program should be contained within and be relevant to a particular watershed.

### **TRANSPORTATION FUNDING**

- We request separate and dedicated state revenues for all transportation modes.
- The state should restore formula allocations for secondary/urban construction and provide stable and increasing dollars for cities and towns to maintain roads within their boundaries.

### **LAND USE and GROWTH MANAGEMENT**

- We request additional tools to manage growth without preempting or circumventing existing local authorities in this area.
- We support making the use of urban development areas optional for localities.

### **COMPREHENSIVE SERVICES ACT**

- We urge a better partnership between the state and localities in containing the costs of CSA, and in balancing CSA responsibilities. We support additional state funding for administering CSA, as localities foot the bill for most of these costs.

TAB Mc

Columbia Task Force Update

Information is forthcoming and  
will be available night of  
meeting

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** September 5, 2012

<b>SUBJECT:</b>	Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.
<b>MOTION(s):</b>	I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, August 1, 2012 be adopted.
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	None
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	None
<b>ENCLOSURES:</b>	Draft minutes for August 1, 2012

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Circuit Court Room  
August 1, 2012, 2:00 p.m.**

**MEMBERS PRESENT:** Shaun V. Kenney, Chairman  
Bob Ullenbruch, Vice-Chairman  
Donald W. Weaver  
Joe Chesser  
Mozell H. Booker

**ALSO PRESENT:** Steven M. Nichols, County Administrator  
Fred Payne, County Attorney  
Mary L. Weaver, Clerk to the Board of Supervisors

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE**

Chairman Kenney called the meeting of August 1, 2012, to order at 2:00 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Kenney called for a moment of silence.

**COUNTY ADMINISTRATOR'S REPORT**

Mr. Nichols reported on the following topics:

- Safety improvements were made in the lower courthouse parking lot.
- Updated the Board on the monthly School meeting.
- USDA Drought Disaster Declaration now automatic disaster declarations when drought situations last a certain amount of time.
- Discussed potential for changing the practice of Fluvanna County charging Fluvanna County for services.
- County Website and Email Addresses will change from co.fluvanna.va.us to fluvannacounty.org
- "Entrepreneur Express" a FREE Small Business Work Shop, Tuesday, October 2, 2012, from 8:30am to 12:00pm, Lake Monticello Clubhouse.

**PUBLIC COMMENTS #1**

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

- Mr. Charlie Armstrong, Local Businessman – addressed the Board in regards to the ZTA amendments. Would like to see the requirements for woodland and Bavarian buffers deleted in business areas.
- Elizabeth Franklin, Columbia District – spoke on behalf of the Fluvanna Taxpayers Association in opposition of the Aqua Virginia pipeline proposal.
- Rebecca Kuhns, Rivanna District – addressed the Board in opposition of the Aqua Virginia pipeline proposal.

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

**CONSENT AGENDA**

The following items were approved under the consent agenda:

**MOTION:**

Mrs. Booker moved to approve the consent agenda, which consisted of:

- Minutes of July 18, 2012 as amended.
- Correction of Economic Development Authority (EDA) Expiration Term date for Mr. Everett Hannah.
- Wrap-Around Services for Student with Disabilities-WSS
- Resolution approving a plan of Financing for the leasing and acquisition of Fire Truck and Law Enforcement Vehicles

Mr. Chesser seconded. The motion carried, with a vote of 5-0. AYES:

Ullenbruch, Kenney, Chesser, Booker and Weaver. NAYS: None. ABSENT:

None.

**ACCOUNTS PAYABLE**

Ms. Barbara Horlacher, Finance Director addressed the Board regarding the accounts payable. Mr. Weaver would like to see the last 12 months of revenue expenses for the sewer operation. Mr. Ullenbruch inquired about opening a satellite polling place for the Cunningham District. The Board **directed the Registrar and Electoral Board** to provide a planning and proposed actions update to the Board in September 2012.

**MOTION:**

Mr. Weaver moved the Accounts Payable and Payroll be ratified for the period June 26, 2012 through July 24, 2012 in the amount of \$2,679,012.26. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Chesser, Ullenbruch, Kenney, Booker and Weaver. NAYS: None. ABSENT: None.

General Fund	\$1,307,212.71
Federal Grants	\$ 23,236.41
Capital Improvements	\$ 855,255.56
Sewer	\$ 11,343.34
Fork Union Sanitary District	\$ 15,425.15
<b>Total Expenditures by Fund</b>	<b>\$ 2,212,473.17</b>
Payroll – June	\$ 466,539.09

**Total Payables & Payroll** **\$2,679,012.26**

**PUBLIC HEARING**

None

**PRESENTATIONS**

None

**ACTION MATTERS****Recommendation to Revise the Board of Supervisors By-Laws & Rules of Practice & Procedures –**

Mr. Nichols addressed this request to revise BOS agenda items submission procedures and agenda sequence.

**MOTION:**

Mr. Chesser moved to revise the Board of Supervisors BY-LAWS & RULES OF PRACTICE & PROCEDURES, adopted Jan 4, 2012, to update the agenda item submission procedures in Section X, Subparagraph C, and realign the Order of Business in Section XI, such changes to be effective August 2, 2012.

Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Chesser, Ullenbruch, Kenney, Booker and Weaver. NAYS: None. ABSENT: None.

**UNFINISHED BUSINESS**

**ZTA 12:01, Fluvanna County - Zoning Text Amendment** – Amendment of the Fluvanna County Zoning Ordinance to update and strengthen regulations regarding tree protection, landscaping, and off-street parking (Chapter 22, Article 22: *Definitions*; Chapter 22, Article 24: *Tree Protection*; Chapter 22, Article 26: *Off-Street Parking & Loading Spaces*).

**ZTA 12:02, Fluvanna County - Subdivision Ordinance Amendment** – Amendment of the Fluvanna County Subdivision Ordinance to update and strengthen regulations regarding landscaping and similar improvements (Chapter 19, Article 7: *Subdivision Design Standards*; Chapter 19, Article 8: *Required Improvements*).

Mr. Andrew Pompei reviewed with the Board the changes to the Zoning and Subdivision ordinance.

The Board discussed the woodland and Bavarian buffers that would be required in the Zion Crossroads area.

**MOTION:**

Mr. Chesser moved to approve ZTA 12:01, a request to amend the Fluvanna County Zoning Ordinance (Article 22: *Definitions*; Article 24: *Tree Protection*; and Article 26: *Off-Street Parking & Loading Spaces*) to update and strengthen regulations regarding tree protection, landscaping, and off-street parking.

Mr. Ullenbruch seconded. The motion carried, with a vote of 4-1. AYES: Chesser, Ullenbruch, Booker and Weaver. NAYS: Kenney. ABSENT: None.

**MOTION:**

Mr. Chesser moved to approve ZTA 12:02, a request to amend the Fluvanna County Subdivision Ordinance (Article 7: *Subdivision Design Standards*; Article 8: *Required Improvements*) to update and strengthen regulations regarding landscaping, and similar improvements. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Chesser, Ullenbruch, Booker and Weaver. NAYS: None. ABSENT: None.

**Schools Audit Update** – Mr. Nichols addressed the Board with three options available in regards to a school audit. 1. VA DP&B/DOE School Efficiency Review. 2. VASS Efficiency Review. 3. Robinson Farmer & Cox Audit.

**MOTION:**

Mr. Ullenbruch moved that the Fluvanna County Board of Supervisors authorize an efficiency review audit of Fluvanna County Public Schools by Robinson, Farmer and Cox, to be paid from the Board of Supervisors Contingency Fund. Mr. Weaver seconded. The motion carried, with a vote of 4-1. AYES: Kenney, Chesser, Ullenbruch, and Weaver. NAYS: Booker. ABSENT: None.

**NEW BUSINESS**

BOS Debt and Project Financing Work Session – Mr. Nichols requested the Board to schedule a work session to hear and discuss the comprehensive review from Morgan Keegan and our bound council, Kaufman & Canoles.

The Board **directed staff** to add an evening work session to the September 5, 2012 BOS meeting to discuss Debt and Project Financing.

Legislative Support and Ideas – Mr. Chesser mentioned there was a meeting Thursday, August 9, 2012 with TJPDC to talk with legislators.

The Board **directed staff** to add a future agenda item to discuss Fluvanna County's Legislative Agenda and how best to communicate Fluvanna County priorities and concerns to outside agencies and higher governments.

**CLOSED MEETING****MOTION TO ENTER INTO A CLOSED MEETING:**

At 3:41 p.m., Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed session, pursuant to the Virginia Code Section 2.2-3711-A-1 and 2.2-3711A.6 for discussion of Personnel Matters and Investment of Funds. Mrs. Booker. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. NAYS: None. ABSENT: None.

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

At 4:00p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors reconvene again in open session. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. NAYS: None. ABSENT: None. Board of Supervisors Minutes July 3, 2012.

**MOTION:**

At 4:01 p.m., the following resolution was adopted by the Fluvanna County Board of Supervisors, following a closed meeting held Tuesday, July 3, 2012, on motion of Mr. Weaver, seconded by Mr. Ullenbruch, and carried by the following vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. 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:**

Mrs. Booker moved to accept the recommendation of the Fork Union Fire Station Selection Committee and, to have the County Administrator enter into a design build Contract with Haley Builders, Inc. to build the Fork Union Fire Station in an amount not to exceed \$1,502,000.00 including Contingency. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Chesser, Ullenbruch, Booker, and Weaver. NAYS: None. ABSENT: None.

The Board **directed the County Administrator** to meet with the BOS Chairman to review BOS Meeting Agendas prior to their publishing.

**BOARD RECESSED AT 4:05p.m. for Dinner**

**BOARD RECONVENED AT 7:00p.m. for a Water Discussion**

**PRESENTATION**

Water Discussion – Mr. Robert Popowicz, Director of Community Planning and Development, and Mr. Wayne Stephens, Public Works Director, briefed the Board of water issues and possible water sources for Fluvanna County.

The Board discussed various issues and possibilities for supplying water to the Zion Crossroads area.

The Board **directed staff** to investigate water partnership options with the Department of Corrections.

The Board **directed staff** to continue review of the Aqua Virginia and any other water proposal received under the PPEA process.

The Board **directed staff** to investigate Carysbrook wells (“Thomasville”) and the County’s existing unused James River water intake to determine viability for potential county water needs.

The Board **directed staff** to set up an early September 2012 meeting between two Fluvanna BOS members and two Louisa County BOS members to discuss water planning issues.

The Board **directed staff** to coordinate a late September or early October 2012 meeting of the James River Water Authority to discuss current water opportunities.

**PUBLIC COMMENTS #2**

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

- Jack Roche, Rivanna District – addressed the Board in opposition of the Aqua Virginia proposal.

- John Carrier, Rivanna District – addressed the Board in opposition of the adversarial audit and the Robinson, Farmer and Cox audit. In support of the School efficiency study. Please listen to the voice of the community.
- Tom Payne, Palmyra District – addressed the Board in regards to Mechunk Creek not being a good source of water.
- Rebecca Kuhns, Rivanna District – addressed the Board in support of a waterline to Zion Crossroads, glad to hear you're looking for alternate sources of water,
- Gena Proulx, Palmyra District – addressed the Board in regards to allowing children to attend meetings and opposed to the Robinson, Farmer and Cox audit, please reconsider decision of Audit Company you chose to use.
- Bill Sullivan, Palmyra District – addressed the Board in regards to disappointment of choosing Robinson, Farmer and Cox for school audit, find a solution for supplying water and Economic Development.
- Elizabeth Franklin, Columbia District – addressed the Board on behalf of the Fluvanna Taxpayers Association in regards to looking for different options and opposed to the Aqua Virginia Proposal.
- Dennis Holder, Columbia District – addressed the Board in regards to holding a referendum to reactivate the James River Water Authority (JRWA). Make the right decision for water.
- Eric Gomez, Cunningham District – addressed the Board in regards to the DOC option and gave some perspective of what it would support.

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

Mrs. Booker clarified that the efficiency study could still be done and would like the Board to reconsider the Robinson, Farmer and Cox audit.

#### **ADJOURN**

##### **MOTION:**

At 8:42 p.m., Mr. Weaver moved to adjourn the meeting of Wednesday, August 1, 2012. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Weaver, Booker and Chesser. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

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Mary L. Weaver, Clerk

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Shaun V. Kenney, Chairman

**RESOLUTION APPROVING A PLAN OF FINANCING  
FOR THE LEASING AND ACQUISITION OF  
FIRE TRUCK AND LAW ENFORCEMENT VEHICLES  
BY FLUVANNA COUNTY, VIRGINIA**

**WHEREAS**, the Board of Supervisors (the "Board of Supervisors") of Fluvanna County, Virginia (the "County"), desires to undertake the financing of the leasing and acquisition of a fire truck (the "Fire Truck") and eight (8) law enforcement vehicles (the "Sheriff's Vehicles" and collectively with the Fire Truck, the "Vehicles"); and

**WHEREAS**, the Board of Supervisors has previously authorized the applicable County representatives to identify the Fire Truck and the Sheriff's Vehicles and authorized the County Administrator, or his designee, to seek bids for the financing of the Vehicles; and

**WHEREAS**, the County Administrator has requested that Morgan Keegan & Company, Inc., as Financial Advisor to the County (the "Financial Advisor"), solicit bids for the financing of the Vehicles pursuant to a written request for proposals; and

**WHEREAS**, the Financial Advisor has solicited bids for the financing of the Vehicles from several lenders that, in its judgment in consultation with the Director of Finance of the County (the "Director of Finance"), are best positioned to offer the most favorable terms for the financing of the leasing and acquisition of the Vehicles; and

**WHEREAS**, pending the receipt of bids for the financing of the Vehicles, the County may determine to proceed with the acquisition or leasing of the Vehicles, and Board of Supervisors desires to declare the County's official intent to reimburse itself for any expenditures incurred in connection with the financing of the Vehicles with the proceeds of tax-exempt bonds or obligations of the County; and

**WHEREAS**, the Board of Supervisors further desires to authorize the County Administrator and Director of Finance to proceed with the preparation and negotiation of one or more Lease Agreements (collectively, the "Lease") and such financing documents and instruments necessary to effect the leasing of the Vehicles (collectively such documents are herein referred to as the "Documents"), all subject to the terms and conditions set forth herein; and

**WHEREAS**, the County's obligations under the Lease will be secured in part by payments appropriated from time to time by the Board of Supervisors and payable to the lender or lenders described therein (individually or collectively, the "Lender") in accordance with the terms of the Lease, the form of which has been presented to this meeting;

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

1. The following plan for financing the Vehicles is hereby approved. The Director of Finance and the County Administrator, in collaboration with the Financial Advisor and with advice of counsel and Bond Counsel (hereinafter defined), will issue, execute and deliver the

Lease and all related Documents, and shall cause the proceeds thereof to be used to finance the costs of leasing the Vehicles and, in the discretion of the County Administrator, to pay costs of issuing the Lease. Pursuant to the Lease, the County will undertake, subject to appropriation by the Board of Supervisors, to make periodic payments to the Lender in amounts sufficient to pay lease payments for the Vehicles and to pay certain other related costs. The undertaking by the County to make payments under the Lease will be subject to appropriation by the Board of Supervisors from time to time of sufficient amounts for such purposes. The plan of financing for the Vehicles shall contain such additional requirements and provisions as may be approved by the County Administrator.

2. The County Administrator is hereby authorized to select the bid for the financing of the Vehicles that he, in consultation with the Director of Finance and the Financial Advisor, deems to be the most beneficial to the County, and to negotiate, execute and deliver the Lease and all related Documents. In preparing the Documents, the County Administrator, in collaboration with the Financial Advisor, shall provide for payments in amounts consistent with the following terms: (a) the principal amount of payments under the Lease shall not exceed (i) for the Fire Truck, \$575,000, and (ii) for the Sheriff's Vehicles, \$275,000; (b) the final maturity of the Lease shall not be later than (i) for the Fire Truck, December 1, 2022, and (ii) for the Sheriff's Vehicles, December 31, 2015; (c) the interest rate on the payments made pursuant to the Lease shall not exceed (i) for the Fire Truck, 4.5%, and (ii) for the Sheriff's Vehicles, 4.0%; and (d) the Lease, if subject to prepayment at the option of the County, shall not have a prepayment premium exceeding 1% of the outstanding principal amount to be redeemed. The execution and delivery by the County Administrator of the Documents to which the County is a party shall constitute conclusive evidence of the County Administrator's approval of the final terms of the Lease, and no further action with respect to the Lease shall be necessary on the part of the Board of Supervisors.

3. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years of amounts as will be necessary to make all payments due under the Lease, and hereby recommends that future Board of Supervisors do likewise during the term of the Lease.

4. The County Administrator, the Director of Finance and all other officers of the County are hereby authorized and directed to work with Bond Counsel, to perform all services and to prepare, execute and deliver all certificates and documents and to take all such further action as they or any of them deem necessary or advisable in connection with the execution and delivery of the Lease, including without limitation (a) approving the final forms of the Documents, (b) executing and delivering a certificate or certificates setting forth the expected use of the Vehicles and investment of the proceeds of the Lease to show compliance with applicable provisions of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations thereunder applicable to "arbitrage bonds," and (c) making any elections that such officers deem desirable or executing any certificates regarding any provision requiring rebate to the United States of "arbitrage profits" earned on investment of any proceeds of the Lease. The foregoing shall be subject to the advice, approval and direction of Bond Counsel.

5. The Board of Supervisors hereby appoints Kaufman & Canoles, a Professional Corporation, as bond counsel ("Bond Counsel").

6. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the amounts payable pursuant to the Lease to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on such amounts to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the Lease. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

7. The County Administrator is hereby authorized to designate the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code if the County Administrator, in consultation with the Director of Finance and the Financial Advisor, determines that it is in the best interests of the County to do so and that the County can satisfy the requirements of Section 265(b)(3) of the Code. Before designating the Bonds as "qualified tax-exempt obligations," the County Administrator must determine as follows:

(a) The County will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2012, including the principal amount payable under the Lease, for the purposes of such Section 265(b)(3);

(b) The County, all of its "subordinate entities" within the meaning of Section 265(b)(3) of the Code, and all entities that issue tax-exempt obligations on behalf of the County and its subordinate entities have together not issued more than \$10,000,000 of tax-exempt obligations in calendar year 2012 (not including certain refunding bonds, and "private activity bonds" with the meaning of Section 141 of the Code other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code), including the Lease;

(c) Barring unforeseen circumstances as of the date of delivery of the Lease, the County will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued in calendar year 2102 by the County and such other entities, result in the County and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2012 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Lease; and

(d) The County has no reason to believe that the County and such other entities will issue tax-exempt obligations in calendar year 2012 in an aggregate amount that will exceed such \$10,000,000 limit;

provided, however that if the County receives an opinion of Bond Counsel that compliance with any covenant set forth in (a) or (c) above is not required for the Lease to constitute a qualified tax-exempt obligation, the County need not comply with such covenant.

8. All costs and expenses in connection with the Lease, including, but not limited to, the fees and expenses of Bond Counsel, special counsel for the County, the Financial Advisor, and the Lender and its counsel, shall be paid from the proceeds of the Lease or other legally available funds of the County. If for any reason the Lease is not issued, it is understood that all such expenses shall be paid by the County from its legally available funds.

9. Any authorization herein to execute a document shall include authorization to liver it to the other parties thereto and to record such document where appropriate.

10. The County intends that the adoption of this resolution be considered as "official intent" within the meaning of Treasury Regulations, Section 1.150-2, promulgated under the Code, to reimburse itself for expenditures incurred in connection with the lease or acquisition of the Vehicles with the proceeds of a tax-exempt obligation.

11. All other acts of the County Administrator and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of the Lease and the leasing of the Vehicles are hereby approved and ratified.

11. This Resolution shall take effect immediately.

Adopted this 1<sup>st</sup> day of August, 2012  
By the Fluvanna County Board of Supervisors

ATTEST

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Mary L. Weaver  
Clerk to the Board of Supervisors

**AN ORDINANCE TO AMEND AND RE-ENACT PORTIONS OF CHAPTER 22,  
ARTICLE 22 “DEFINITIONS;” CHAPTER 22, ARTICLE 24 “TREE PROTECTION;”  
AND CHAPTER 22, ARTICLE 26 “OFF-STREET PARKING AND LOADING SPACES”  
OF THE FLUVANNA COUNTY CODE**

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, by the revisions there to of Section 22-22, Section 22-24, and Section 22-26, as follows:

***Article 22. Definitions***

**Sec. 22-22-1. Rules of construction; definitions.**

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

**ACCESSORY USE:** A use or structure subordinate to the main use or structure on the same lot and serving a purpose naturally incidental to the main use or structure. When an accessory structure is attached to the main structure in a substantial manner, as by a wall or roof, such accessory structure shall be considered a part of the main structure.

**ADULT RETIREMENT COMMUNITY:** A planned development providing residences for elderly persons that emphasizes social and recreational activities but may also provide personal services, limited health facilities, and transportation.

**AGRICULTURAL ENTERPRISE:** Agricultural related use that provides an agricultural service or produces goods from agricultural resources. These include processes that are a direct outgrowth, yet more intensive, of the products derived through agriculture, as defined. Related uses include sawmill, winery and other similar facilities.

**AGRICULTURE:** The use of land for agricultural purposes, including farming, dairying, pasturage agriculture, aquaculture, horticulture, floriculture, viticulture, forestry, livestock, and poultry and the necessary accessory uses for packing, treating, or storing the produce.

**AGRICULTURAL SALES, WHOLESALE:** The wholesale distribution of agricultural related products including, but not limited to, farm tools and implements, tack, animal care products, and other farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but shall include harnesses, saddles, and other related equine equipment.

**ALLEY:** A service roadway providing a secondary means of access to abutting property and not intended for general traffic circulation.

**ALTERATION:** Any change in the total floor area, use or adaptability of an existing structure.

**AMUSEMENT, COMMERCIAL:** The provision of entertainment or games of skill to the general public for a fee, as permitted by general law.

**AMUSEMENT, PUBLIC:** Fund-raising activities including those activities sponsored by charitable organizations for which remuneration must be paid by sponsor.

**ASSISTED LIVING FACILITY:** A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The facility operation shall have the capacity to provide residents with an array of services supporting Activities of Daily Living (ADL's) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self-administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density.

**AUCTION HOUSE:** A place where objects of art, furniture, and other goods are offered for sale to persons who bid on the object in competition with each other, with all events and storage of inventory entirely enclosed in a building or structure.

**AUTOMOBILE GRAVEYARD:** Any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind that are incapable of being operated, and which it would not be economically practical to make operative, are placed, located or found. See *Salvage and scrap yard* use.

**AUTOMOBILE REPAIR SERVICE ESTABLISHMENT:** A facility for the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, or providing collision services, including body, frame, or fender repair, and overall painting.

**AUTOMOBILE SALES:** The use of any building, land area or other premises for the display of new and used automobiles, trucks, vans, or motorcycles for sale or rent, including any warranty repair work and other repair service conducted as an accessory use.

**AVIATION FACILITY:** Facilities for the take-off and landing of aircraft, including runways, aircraft storage buildings, helicopter pads, air traffic control facilities, informational facilities and devices, terminal buildings, aircraft maintenance facilities, aviation instruction facilities, and heliports.

**BAKERY:** A place for preparing, cooking, baking, and selling of products on the premises.

**BASE FLOOD/ONE-HUNDRED YEAR FLOOD:** A flood that, on the average, is likely to occur once every 100 years (i.e., that has a one (1) percent chance of occurring each year, although the flood may occur in any year).

**BASEMENT:** Any area of the building having its floor sub-grade (below ground level) on all sides.

**BED AND BREAKFAST:** A transient lodging establishment, within an owner occupied property, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation.

**BERM:** A mound of earth, usually linear in form, used to shield, screen, or buffer views; separate land uses; provide visual interest; or block noise, lights, or glare.

**BICYCLE PARKING:** Bicycle racks and similar structures, permanently affixed to the ground, designed and used for storing bicycles in a secure, upright position.

**BIOTENTION AREA:** A vegetated depression engineered to collect, store, and infiltrate runoff generated on-site.

**BOARD OF ZONING APPEALS:** The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this ordinance.

**BOARDING HOUSE:** A building where, for compensation, lodging and meals are provided for at least five (5) and up to fourteen (14) persons.

**BUILDING:** Any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or property.

**BUILDING MASS:** The height, width, and depth of a structure

**BUILDING, HEIGHT OF:** The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

**BUILDING, MAIN:** The principal building or one of the principal buildings on a lot, or the building or one of the principal building housing the principal use on the lot.

**BUTCHER SHOP:** A shop in which meat, poultry, and fish are processed and sold.

**CABARET, ADULT:** A building or portion of a building regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibition of specified sexual activities or specified anatomical areas for observation by patrons therein. See *Entertainment establishment, adult* use.

**CALIPER:** A measure of tree size, determined by measuring the diameter of a tree at a point six inches (6") above the root ball, at the time of planting, or twelve inches (12") above the ground, for established vegetation.

**CAMP:** A tract of land, complete with all necessary and accessory uses and structures, used for organized recreational activities under trained supervision. Seasonal accommodations may be provided and such uses shall include boarding camps, day camps and summer camps.

**CAMPGROUND:** An area to be used for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes, or similar transportable or temporary sleeping quarters of any kind. For purposes of this definition, transient shall be for no more than 120 days.

**CAR WASH:** Facilities for the washing and cleaning of vehicles, including automatic and self-service car washes.

**CELLAR:** The portion of the building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

**CEMETERY, COMMERCIAL:** A place where human remains are interred, above or below ground, and where plots are sold for that purpose, and perpetual care of the graves is furnished. Such uses shall also allow for cemeteries for the burial of domestic animal remains.

**CEMETERY, NON-COMMERCIAL:** A place where human remains are interred above or below ground and where plots are not sold. Such uses shall also allow for cemeteries for the burial of domestic animal remains.

**CENTRAL SEWERAGE SYSTEM:** A sewerage system consisting of pipelines or conduits, pumping stations, force mains or sewage treatment plants, including, but not limited to, septic tanks and/or drain fields, or any of them designed to serve three or more connections, used for conducting or treating sewage which is required to be approved by the board of supervisors pursuant to Title 15.1, Chapter 9, Article 9 of the Code of Virginia. See *Utilities, major and minor* uses.

**CENTRAL WATER SUPPLY:** A water supply consisting of a well, springs or other source and the necessary pipes, conduits, mains, pumping stations and other facilities in connection therewith, to serve or to be capable of serving three or more connections, which is required to be approved by the board of supervisors pursuant to Title 15.1, Chapter 9, Article 7 of the Code of Virginia. See *Utilities, major and minor* uses.

**CLUSTER DEVELOPMENT:** A development design technique that concentrates buildings on a portion of the site to allow the remaining land to be used for recreation, open space, or the preservation of historically or environmentally sensitive features.

**COMMISSION, THE:** The Planning Commission of Fluvanna County, Virginia.

**COMMUNICATIONS SERVICE:** Establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded from this use type are facilities classified as major utilities or telecommunication facilities. Typical uses include, but are not limited to, television studios, telecommunication service centers, radio stations, or film and sound recording facilities.

**COMPREHENSIVE PLAN:** The Fluvanna County Comprehensive Plan.

**CONDOMINIUM:** A building or group of buildings in which dwelling units, offices, or floor area are owned individually, and the structure, common areas, and facilities are owned by all the owners on a proportionate undivided basis.

**CONDOMINIUM ASSOCIATION:** The community association that administers and maintains the common elements of a condominium.

**CONNECTION, WATER OR SEWER:** The provision of water and/or sewerage services to any dwelling unit or commercial or industrial establishment.

**CONSERVATION AREA:** Any parcel or area of substantially undeveloped land conserved in its natural state to preserve or protect endangered species, critical environment features, viewsheds, or other natural elements including, but not limited to, preserves, wildlife management areas and refuges, open spaces and habitat protection areas.

**CONTRACTOR'S STORAGE YARD:** Storage yards operated by, or on behalf of, a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses such as offices and repair facilities.

**CORPORATE OFFICE:** An establishment primarily engaged in providing internal office administration services as opposed to customer service. Such uses generally include the headquarters, regional offices or administrative offices for a corporation.

**CORRECTIONAL FACILITY:** A public or privately operated use providing housing and care for individuals legally confined, designed to isolate those individuals from a surrounding community.

**CUL-DE-SAC:** The turnaround at the end of a dead-end street.

**CULTURAL SERVICES:** A library, museum, or similar public or quasi-public use displaying, preserving, and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

**CURVILINEAR STREET SYSTEM:** A pattern of streets that is primarily curved.

**DANCE HALL:** Establishments in which more than ten (10) percent of the total floor area is designed or used as a dance floor, or where an admission fee is directly collected, or some other form of compensation is obtained for dancing, except when sponsored by civic, charitable, or nonprofit groups.

**DAYCARE CENTER:** A facility operated for the purpose of providing care, protection and guidance to ten (10) or more individuals during only part of a 24-hour day. This term includes

nursery schools, preschools, daycare centers, and other similar uses but excludes public and private educational facilities or any facility offering care to individuals for a full 24-hour period.

**DEVELOPMENT:** Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**DIAMETER AT BREAST HEIGHT:** A measure of tree size, determined by measuring the diameter of a tree at a point four and one-half feet (4.5') above the ground.

**DORMITORY:** A residence hall providing rooms for individuals or for groups usually without private baths. Also, a large room containing numerous beds.

**DRIPLINE:** A vertical projection to the ground surface from the furthest lateral extent of a tree's leaf canopy.

**DRIVE-IN WINDOW:** A facility designed to provide access to commercial products and/or services for customers remaining in their automobiles.

**DWELLING:** Any structure which is designed for use for residential purposes, except hotels, boarding houses, lodging houses, tourist cabins, mobile homes, and travel trailers.

**DWELLING, ACCESSORY:** A separate, independent dwelling unit located on the same property as the primary dwelling unit subject to the following: (1) A dwelling unit contained within a single-family dwelling that may equal the existing finished square footage of the primary dwelling, such as a basement, attic, or additional level; or (2) A dwelling unit attached to the primary single-family dwelling, or as a dwelling unit contained within a detached accessory unit; that shall be no more than one-half the size of the finished square footage of the primary dwelling unit located on the subject property. One accessory dwelling shall be permitted per property plus one additional accessory dwelling for each 50 acres of contiguous property. Accessory dwelling units shall be subject to the setback requirements for primary structures.

**DWELLING, MULTI-FAMILY:** A building or portion thereof which contains two or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums.

**DWELLING, SINGLE-FAMILY ATTACHED:** Two or more single family dwellings sharing two or more common walls, each on its own individual lot. Attached dwellings are not vertically stacked.

**DWELLING, SINGLE-FAMILY DETACHED:** A building designed for occupancy by one family which has no connection by a common party wall to another building or structure similarly designed.

**DWELLING, TOWNHOUSE:** A single-family attached dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over

another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

**DWELLING, TWO-FAMILY:** A building designed as a single structure, containing two separate living units, each of which is designed to be occupied as a separate permanent residence for one family.

**DWELLING UNIT:** Any building or portion of building intended to be used for residential purposes by a single family and designed or arranged in such a manner that none of the facilities or areas customarily provided for cooking, sleeping, eating sanitation, or other residential functions is shared by any other family or persons residing in the same structure.

**EDUCATIONAL FACILITY:** A public or private institution for the teaching of children or adults including primary and secondary schools, colleges, and similar facilities.

**EGRESS:** An exit.

**ELEVATED BUILDING:** A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).

**ENTERTAINMENT ESTABLISHMENT, ADULT:** Any adult cabaret, adult motion picture theater, or adult video-viewing or arcade booth.

**EQUESTRIAN FACILITY:** Facilities designed and used primarily for equestrian related activities including, but not limited to: riding schools, horse exhibition facilities, polo fields, and pack stations. This includes barns, stables, corrals, and paddocks accessory and incidental to the above uses.

**EVERGREEN:** A plant with foliage that remains year-round.

**FAMILY:**

- (1) An individual; or
- (2) Two (2) or more persons related by blood, marriage, adoption, or guardianship, plus not more than (2) unrelated persons living together as a single housekeeping unit in a dwelling or dwelling unit; or
  - (1) A group of not more than four (4) persons not related by blood, marriage, adoption or guardianship living together as a single housekeeping unit in a dwelling or dwelling unit.
  - (2) A group home of eight (8) or fewer people residing in a single-family residence as described in Section 15.2-2291 of the Code of Virginia.

**FAMILY DAYCARE HOME:** A single-family dwelling in which more than five (5) but less than thirteen (13) individuals are received for care, protection, and guidance during only part of a twenty-four (24) hour day. Individuals related by blood, legal adoption, or marriage to the

person who maintains the home shall not be counted towards this total. The care of five (5) or fewer individuals for portions of a day shall be considered as a home occupation.

**FARM:** One or more parcels of land used for the primary purpose of agricultural production.

**FARM TENANT HOUSING:** A dwelling located on a farm for the purpose of housing an employee of that farm operation and his/her family. Also included in this use type would be multi-family dwelling(s) for seasonal employees in connection with an orchard or other agricultural use which relies on seasonal employees who must be housed.

**FARM SALES:** The sale of agricultural produce or merchandise produced primarily by the resident operator on his farm.

**FINANCIAL INSTITUTION:** An establishment where the principal business is the receipt, disbursement or exchange of funds and currencies, such as: trust companies, savings banks, industrial banks, savings and loan associations, building and loan associations, commercial banks, credit unions, federal associations, and investment companies.

**FLEA MARKET:** A market held in an open area or building where goods are offered for sale to the public by individual sellers, generally on an occasional or periodic basis.

**FLOOD:** A general or temporary condition of partial or complete inundation of normally dry land areas.

**FLOOD, BASE:** The flood having a one percent chance of being equaled or exceeded in any given year.

**FLOOD ELEVATION, BASE:** The Federal Emergency Management Agency designated one hundred (100)-year water surface elevation.

**FLOOD HAZARD AREA, SPECIAL:** The land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section 3.2 of this ordinance.

**FLOODPLAIN:** Any land area susceptible to being inundated by water from any source.

**FLOODPLAIN ENCROACHMENT:** The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

**FLOODWAY:** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**FLOOR AREA RATIO:** The gross floor area of all buildings or structures on a lot divided by the total lot area.

**FOOTCANDLE:** A quantitative unit of measure referring to the measurement of illumination incident at a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.

**FRONTAGE:** The continuous uninterrupted distance along which a parcel abuts a single adjacent road or street.

**FUNERAL HOME:** A facility for the preparation of the deceased for burial and display of the deceased and rituals connected therewith before burial or cremation. Typical uses include funeral homes or mortuaries.

**GAS STATION:** Any place of business used primarily for the storage, dispersal, sale, or offering of fuels and oils for motor vehicles. Such uses may also include the retail sale of convenience items as a secondary activity. Any use associated with automobile fuel sales shall be considered a gas station.

**GOVERNING BODY:** The Board of Supervisors of Fluvanna County, Virginia.

**GREENHOUSE, COMMERCIAL:** A greenhouse operation in which plants and other related products are offered for sale to the public, either at wholesale or at retail.

**GREENHOUSE, NON-COMMERCIAL:** A greenhouse operation in which no product is offered for sale to the public.

**GREENWAY:** (1) A linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridge line, or over land along a railroad right-of-way converted to recreational use, a canal, a scenic road, or other route; (2) any natural or landscaped course for pedestrian or bicycle passage; (3) an open space connector lining parks, natural reserves, cultural features, or historic sites with each other and with populated areas; and (4) locally, certain strip or linear parks designated as a parkway or greenbelt.

**GROCERY STORE:** A retail business primarily engaged in the sale of unprepared food for personal or household preparation and consumption. Such a facility may also engage in incidental sales of prepared foods for personal consumption on- or off-site.

**GROUP HOME:** A licensed residential facility in which no more than eight mentally ill, mentally retarded, or developmentally disabled persons reside, with one or more resident counselors or other staff persons, shall be considered a residential occupancy by a single family. Mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance. Such facility shall be licensed by the Commonwealth of Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, in order to qualify as a single-family use.

**GUIDANCE SERVICES:** A use providing counseling, guidance, recuperative, or similar services for person requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar conditions for only part of a twenty-four hour day.

**HALFWAY HOUSE:** An establishment providing accommodations, supervision, rehabilitation, counseling, and other guidance services to persons suffering from alcohol or drug addiction, to person re-entering society after being released from a correctional facility or other institution, or to persons suffering from similar disorders.

**HEALTH OFFICIAL:** The legally designated health authority of the State Board of Health for Fluvanna County or his authorized representative.

**HISTORICAL AREA:** As indicated on the zoning map to which the provisions of this chapter apply for protection of a historical heritage.

**HISTORIC STRUCTURE:** Any structure that is (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (a) by an approved state program as determined by the Secretary of the Interior; or (b) directly by the Secretary of the Interior in states without approved programs.

**HOME OCCUPATION:** An occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, no one is employed other than members of the family residing on the premises, there is no substantial increase in traffic, and provided that not more than 25% of the gross floor area of such dwelling shall be used for such occupation.

**HOMEOWNERS ASSOCIATION:** A community organization, other than a condominium association, that is organized in a development in which individual owners share common interests and responsibilities for costs and upkeep of common open space or facilities.

**HOSPITAL:** An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medial offices, and staff residences.

**HOTEL:** A building or group of attached or detached buildings containing lodging units intended primarily for rental or lease to transients by the day, week or month. Such uses generally provide additional services such as daily maid service, restaurants, meeting rooms and/or recreation facilities. Such uses include hotels, motels, motor lodges, and motor courts.

**HUNT CLUB:** Areas reserved to members of the club for private hunting of wildlife, fishing, and accessory uses in support of those activities.

**HUNTING PRESERVE:** An area licensed by the commonwealth for public or private hunting of wildlife, fishing, and accessory uses in support of those activities.

**IMPERVIOUS SURFACE:** Any material that prevents absorption of stormwater into the ground.

**INDOOR ENTERTAINMENT:** Predominantly spectator uses conducted within an enclosed building, but not including public facilities. Typical uses include, but are not limited to, motion picture theaters, and concert or music halls.

**INDOOR RECREATION FACILITY:** Predominantly participant uses conducted within an enclosed building, but not including public facilities. Typical uses include bowling alleys, ice and roller skating rinks, indoor racquetball, swimming, and/or tennis facilities.

**INOPERABLE MOTOR VEHICLE:** (i) any motor vehicle which is not in operating condition; (ii) any motor vehicle which for a period of 60 days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle; or (iii) any motor vehicle on which there are displayed neither valid license plates nor a valid inspection decal.

**JUNK:** Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.

**JUNKYARD:** An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary fills. See *Salvage and scrap yard* use.

**KENNEL, COMMERCIAL:** A place designed and used to house, board, breed, handle or otherwise keep or care for dogs, cats, or other household pets for the specific intent of sale or in return for compensation.

**KENNEL, PRIVATE:** The keeping, breeding, raising, showing, or training of four (4) or more dogs, cats, or other household pets over six months of age for personal enjoyment of the owner or occupants of the property, and for which commercial gain is not the primary objective.

**LAUNDROMAT:** A building where clothes or other household articles are washed in self service machines and where such washed clothes and articles may also be dried or ironed.

**LAUNDRY:** Establishments primarily engaged in the provision of laundering, cleaning, or dyeing services other than those classified as Personal Service Establishments. Typical uses include, but are not limited to, bulk laundry and cleaning plants, diaper services, or linen supply services.

**LEVEL OF SERVICE:** A description of traffic conditions along a given roadway or at a particular intersection.

**LIVESTOCK FEED LOT, COMMERCIAL:** A commercial establishment where livestock is fattened for sale and where feed is transported from other places.

**LIVESTOCK SALE YARD, COMMERCIAL:** A commercial establishment wherein livestock is collected for sale or auctioning.

**LODGE:** A facility, owned or operated by a corporation, association, person or persons, for social, educational or recreational purposes, to which membership is required for participation and not primarily operated for profit nor to render a service that is customarily carried on as a business. A lodge does not include facilities for members to reside.

**LOT:** A parcel of land, including a residue, described by metes and bounds or otherwise or shown on a plat, and intended as a unit of real estate for the purpose of ownership, conveyance or development.

**LOT, CORNER:** A lot abutting upon two (2) or more street rights-of-way at their intersection. Of the two sides of a corner lot, in the absence of evidence to the contrary based on actual development, the front shall be presumed to be the shorter of the two sides fronting on streets.

**LOT, DEPTH OF:** The average horizontal distance between the front and rear lot lines.

**LOT, DOUBLE FRONTAGE:** An interior lot having frontage on two (2) streets.

**LOT, INTERIOR:** Any lot other than a corner lot.

**LOT, PIPESTEM:** A large lot not meeting minimum frontage requirements and where access to the public road is by a narrow private right of way or driveway.

**LOT, REVERSE FRONTAGE:** A through lot that is not accessible from one of the parallel or nonintersecting streets upon which it fronts.

**LOT, THROUGH:** A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

**LOT, WIDTH OF:** The average horizontal distance between side lot lines.

**LOT OF RECORD:** A lot, a plat or description of which has been recorded in the clerk's office of the Circuit Court.

**LOW-IMPACT DEVELOPMENT:** A design strategy with the goal of maintaining or replicating the pre-development hydrologic regime through the use of design techniques to create a functionally-equivalent site design. Hydrologic functions of storage, infiltration and groundwater recharge, as well as the volume and frequency of discharges, are maintained through the use of integrated and distributed micro-scale stormwater retention and detention areas, reduction of impervious surfaces, and the lengthening of runoff flow paths and flow time. Examples of low-impact development techniques include, but are not limited to, the use of permeable paving materials, rain gardens, bioswales, infiltration trenches, and tree box filters.

**LOWEST FLOOR:** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.

**LUMBERYARD:** An area used for the storage, distribution, and sale of finished or rough-cut lumber and lumber products, plywood, drywall, paneling, concrete masonry unit (CMU) blocks and other concrete products, but not including the manufacture of such products.

**MACHINE SHOP:** Shops where lathes, presses, grinders, shapers, and other wood and metal working machines are used such as blacksmith, tinsmith, welding, and sheet metal shops; plumbing, heating, and electrical repair shops; and overhaul shops.

**MANUFACTURED HOME:** A factory-built, single-family structure that is manufactured under the authority of the National Manufactured Home Construction and Safety Standards Act, is transportable in one or more sections, is built on a permanent chassis, and is used as a place of human habitation; but which is not constructed with a permanent hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and which does not have wheels or axles permanently attached to its body or frame. Also referred to as mobile homes.

**MANUFACTURED HOME SALES:** Establishments primarily engaged in the display, retail sale, rental, and repair of new and used manufactured homes, modular homes, parts, and equipment.

**MANUFACTURING, HEAVY:** The manufacture or compounding process of raw materials. These activities or processes would necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. These activities may involve outdoor operations as part of their manufacturing process.

**MANUFACTURING, LIGHT:** The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing and custom manufacturing.

**MANUFACTURING, MEDIUM:** The processing and manufacturing of materials or products predominantly from extracted or raw materials. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process.

**MARINA, COMMERCIAL:** A marina designed and operated for profit or operated by any club or organized group where hull and engine repairs, boat and accessory sales, packaged food sales, restaurants, personal services, fueling facilities, storage and overnight guest facilities or any combination of these are provided.

**MARINA, PRIVATE:** A marina, including a dock for the use of a single parcel, designed and intended to be used for mooring of boats owned by residents of the general neighborhood with no commercial facilities other than those necessary for minor servicing and repairs.

**MEDIA, ADULT:** Magazines, books, videotapes, movies, slides, CD-ROMs or other devices used to record computer images, or other media that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas. See *Retail store, adult use*.

**MEDICAL CLINIC:** A facility providing medical, psychiatric, or surgical service for persons exclusively on an out-patient basis including emergency treatment, diagnostic services, training, administration and services to outpatients, employees, or visitors. The term, "medical clinic" includes immediate care facilities, where emergency treatment is the dominant form of care provided at the facility.

**MINING:** The breaking or disturbing of the surface soil or rock in order to facilitate or accomplish the extraction or removal of minerals; any activity constituting all or part of a process for the extraction or removal of minerals so as to make them suitable for commercial, industrial, or construction use; but shall not include those aspects of deep mining not having significant effect on the surface, and shall not include excavation or grading when conducted solely in aid of on-site farming or construction. Nothing herein shall apply to mining of coal. This definition shall not include, nor shall this title, chapter, or section be construed to apply to the process of searching, prospecting, exploring or investigating for minerals by drilling (Virginia Code Section 45.1-180). See *Resource extraction use*.

**MOBILE HOME:** See *Manufactured home*.

**MANUFACTURED HOME PARK:** Any site, lot, field or tract of land which is held out for the locations of occupied trailers which trailers or lots are intended for use by a person or persons other than the property owner, except as otherwise permitted in this chapter.

**MODULAR HOME:** A dwelling unit primarily manufactured off-site in accordance with the Virginia Uniform Statewide Building Code standards and transported to the building site for final assembly on a permanent foundation.

**MOTION PICTURE THEATER, ADULT:** An establishment that shows sexually oriented movies, distinguished or characterized by an emphasis on the exhibition of specified sexual activities or specified anatomical areas as a significant part of its business. See *Entertainment establishment, adult use*.

**MURAL:** A work of art (as a painting) applied to and made integral to a building wall, fence, etc., that is prepared by, or under the direction of, a skilled artist and shows imaginative skill in arrangement or execution and specifically not attempt to advertise any specific business, product or service.

**NATURAL MEADOW:** A continuous area designated on a landscape plan that is planted with grasses and wildflowers native to Virginia that are allowed to grow in their natural habit. Such areas are actively managed to prevent the growth of woody vegetation and invasive species.

**NONCONFORMING ACTIVITY, NONCONFORMING USE:** The otherwise legal use of a building or structure or of a tract of land that does not conform to the use regulations of this ordinance for the district in which it is located.

**NONCONFORMING LOT:** An otherwise legally platted lot that does not conform to the minimum area or width requirements of the ordinance for the district in which it is located.

**NONCONFORMING STRUCTURE:** An otherwise legal building or structure that does not conform with the lot area, yard, height, lot, coverage, or other area regulations of this ordinance, or is designed or intended for a use that does not conform to the use regulations of this ordinance for the district in which it is located.

**NURSERY:** A place where plants are grown commercially, either for retail or wholesale distribution. See *Farm sales* use.

**NURSING HOME:** Any place or institution, other than a hospital, for the aged, infirm, senile, chronically ill, or convalescent established to render domiciliary care, custodial care, treatment or lodging to three (3) or more nonrelated persons.

**OFFICE:** A room, suite of rooms, or building used for conducting the affairs of a business, profession, service industry, or government.

**OFF-STREET PARKING AREA:** Space provided for vehicular parking outside the dedicated street right of way as required by Article 26 (Sec. 22-26-1 through 22-26-8) of this chapter.

**OUTDOOR ENTERTAINMENT:** Predominantly spectator uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, sports arenas, motor vehicle or animal racing facilities, and outdoor amusement parks.

**OUTDOOR GATHERING:** Any temporary organized gathering expected to attract 200 or more people at one time in open spaces outside an enclosed structure. Included in this use type would be entertainment and music festivals, church revivals, carnivals and fairs, and similar transient amusement and recreational activities not otherwise listed in this section. Such activities held in public parks or on public school property shall not be included within this use type.

**OUTDOOR RECREATION FACILITY:** Predominantly participant uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, golf courses, driving ranges, tennis courts, motorized cart and motorcycle tracks, paintball facilities, swimming pools, athletic ball fields.

**PACKAGE TREATMENT PLANT:** Small, self contained sewage treatment facility built to serve designated service areas. See *Utility, major* use.

**PARKING AREA:** Any public or private area, under or outside of a building or structure, designed and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public streets.

**PARKING BAY:** A continuous row of parking, containing twenty (20) parking spaces or less, bounded on both ends by a parking island, as specified in Article 22 of this chapter.

**PARKING FACILITY:** A site for surface parking or a parking structure use which provides one or more parking spaces together with driveways, aisles, turning and maneuvering areas, incorporated landscaped areas, and similar features meeting the requirements established by this ordinance. This use type shall not include parking facilities accessory to a permitted principal use. This use type excludes temporary parking facilities permitted by county code.

**PAVERS:** Preformed paving blocks that are installed on the ground to form patterns while at the same time facilitate pedestrian and vehicular travel.

**PERSONAL IMPROVEMENT SERVICES:** Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services. Typical uses include, but are not limited to, driving schools, health or physical fitness studios, dance studios, handicraft and hobby instruction.

**PERSONAL SERVICE ESTABLISHMENT:** An establishment or place of business engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include, but are not limited to, beauty and barber shops; dry cleaners; and seamstresses, tailors, and shoe repair.

**PERVIOUS SURFACE:** Any material that permits full or partial absorption of stormwater into previously unimproved land.

**PETROLEUM DISTRIBUTION FACILITY:** A facility for the storage and distribution of fuels or other volatile products.

**PHARMACY:** An establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, and related supplies.

**PLAT:** A schematic representation of a parcel or subdivision.

**PLAT, PRELIMINARY:** A plat showing the existing boundaries and certain existing features of a parcel to be subdivided, together with the property lines or proposed lots and certain proposed features and improvements.

**PLAT, FINAL:** A plat showing the new property lines and certain features and improvements installed pursuant to the preliminary plat, showing their location as built, and prepared for recordation. Final plat approval gives the subdivider the right to record such plat with the Clerk of the Circuit Court and to convey the individual lots shown thereon.

**PROFESSIONAL SCHOOL:** A specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills, or other similar activity or occupational pursuit, but not including educational facilities.

**PROPERTY OWNERS' ASSOCIATION:** An entity established, pursuant to Section 55-508 et set. of the Code of Virginia, or otherwise, for the purpose of maintaining land or property owned in common by the owners of property in a subdivision.

**PUBLIC ASSEMBLY:** Facilities that accommodate public assembly for purposes such as sports, amusements, or entertainment. Typical uses include, but are not limited to, auditoriums, sports stadiums, convention facilities, and incidental sales and exhibition facilities.

**PUBLIC PARK AND RECREATIONAL AREA:** Publicly owned and operated parks, picnic areas, playgrounds, indoor/outdoor athletic or recreation facilities, indoor/outdoor shelters, amphitheaters, game preserves, open spaces, and other similar uses but not including public recreation assembly.

**PUBLIC RECREATION ASSEMBLY:** Publicly owned and operated community, civic, or recreation centers, year-round swimming facilities, or indoor performing arts/auditoriums.

**PUBLIC SAFETY FACILITY:** Public agency facilities that provide public safety and emergency services including fire, rescue squad, and police stations and related administrative facilities. See *Public use*.

**PUBLIC USE:** Uses, structures, and facilities made available for public service including, but not limited to, parks, playgrounds, libraries, public safety and emergency facilities, and administrative buildings.

**PUBLIC WATER AND SEWER SYSTEM:** A water or sewer system owned and operated by a municipality, county or other political subdivision of the Commonwealth.

**PUMPING STATION:** A building or structure containing the necessary equipment to pump a fluid to a higher level.

**RAILROAD FACILITY:** Railroad yards, equipment servicing facilities, and terminal facilities.

**RECREATION, ACTIVE:** Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites, or fields.

**RECREATION, PASSIVE:** Activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, and table games.

**RECREATIONAL VEHICLE:** A vehicle which is (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projects; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational camping, traveling, or seasonal use.

**RECREATIONAL VEHICLE SALES:** Retail sales of recreational vehicles and boats, including service and storage of vehicles and parts and related accessories.

**RECTILINEAR STREET PATTERN:** A pattern of streets that is primarily characterized by right-angle roadways, grid pattern blocks, and four-way intersections.

**RELIGIOUS ASSEMBLY:** A use providing regular organized religious worship or related incidental activities, except primary or secondary schools and day care facilities.

**RESEARCH LABORATORY:** A facility for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

**RESIDENTIAL AREA (GROSS):** The total area of land and water within a residential development.

**RESIDENTIAL AREA (NET):** That area of land and water within a development designed for residential purposes and unoccupied by streets, open space or parking areas; provided that individual private driveways accessory to residential uses shall not be considered streets or parking areas.

**RESIDENTIAL DENSITY (GROSS):** The total number of dwelling units within a development divided by the gross residential area and expressed in dwelling units per acre.

**RESIDENTIAL DENSITY (NET):** The total number of dwelling units within a development divided by the net residential area and expressed in dwelling units per acre.

**RESIDUE:** The remainder of a lot after a subdivision has detached one or more lots, which residue shall be deemed, for purposes of this chapter, to be a new lot.

**RESOURCE EXTRACTION:** A use involving on-site extraction of surface or subsurface mineral products or natural resources. Typical uses are quarries, borrow pits, sand and gravel operation, mining, and soil mining. Specifically excluded from this use type shall be grading and removal of dirt associated with an approved site plan or subdivision, or excavations associated with, and for the improvement of, a bona fide agricultural use.

**RESTAURANT, FAST FOOD:** An establishment primarily engaged in the preparation of food and beverages, for either take-out, delivery, or consumption on the premises, served in disposable containers at a counter or to drive-up or drive-thru customers in motor vehicles.

**RESTAURANT, GENERAL:** An establishment engaged in the preparation of food and beverages containing more than 2,000 gross square feet and characterized primarily by table service to customers in non-disposable containers.

**RESTAURANT, SMALL:** An establishment engaged in the preparation of food and beverages containing no more than 2,000 gross square feet and typically characterized by table service to customers.

**RETAIL STORE, ADULT:** An establishment that: offers for sale or rent items from any of the following categories: (a) adult media, (b) sexually oriented goods, or (c) goods marketed or presented in a context to suggest their use for specified sexual activities; and the combination of such items constitutes more than 15 percent of its stock in trade or occupies more than 15 percent of its gross public floor area; and where there is no on-site consumption of the goods, media, or performances for sale or rent.

**RETAIL STORE, GENERAL:** A retail sales establishment offering the sale or rental of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by definition.

**RETAIL STORE, LARGE-SCALE:** A retail sales establishment of more than 30,000 square feet of gross floor area engaged in the sale or rental of goods for consumer or household use.

**RETAIL STORE, NEIGHBORHOOD CONVENIENCE:** A retail sales establishment primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as, but not limited to, prepackaged food and beverages, limited household supplies and hardware, and limited food preparation and service. Such uses that include fuel pumps or the selling of fuel for motor vehicles shall be considered gas stations.

**RETAIL STORE, SPECIALTY:** A retail sales establishment of not more than 4,000 square feet that specializes in one type or line of merchandise or service including, but not limited to, antique stores, bookstores, shoe stores, stationary stores, jewelry stores, auto parts stores, and hardware stores.

**RIGHT-OF-WAY:** A strip or other portion of a parcel of land conveyed to a person, a partnership, a property owners' association, a corporation, or a government agency for the purpose of constructing and maintaining a road or utility facility, or similar use.

**RIPARIAN PROTECTION AREA:** A vegetated zone adjacent to an intermittent or perennial stream where development is restricted or controlled to minimize the effects of development on local water quality. Indigenous vegetation, including existing ground cover, is preserved to the maximum extent possible.

**SALVAGE AND SCRAP YARD:** Facilities engaged in the storage, sale, dismantling or other processing of uses or waste materials which are not intended for reuse in the original forms. Typical uses include, but are not limited to, paper and metal salvage yards, automotive wrecking yards, junk yards, used tire storage yards, or retail and/or wholesale sales of used automobile parts and supplies.

**SANITARY LANDFILL:** A place for the disposal of solid wastes approved in accordance with the regulations of the Department of Environmental Quality (DEQ).

**SAWMILL, PERMANENT:** A permanent facility where logs or lumber are sawn, split, shaved, stripped, chipped, or otherwise processed to produce wood products.

**SAWMILL, TEMPORARY:** A portable sawmill located on private property for not more than 60 days unless used for the processing of timber cut only from that property or the property immediately contiguous thereto.

**SELF-STORAGE FACILITY:** A structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time.

**SETBACK:** The minimum distance by which any building or structure must be separated from the front lot line.

**SHELTERED CARE FACILITY:** A facility providing temporary sheltering for the homeless or for victims of crime or abuse including emergency housing during crisis intervention for individuals, such as victims of rape, child abuse, or physical beatings.

**SHOOTING, PRIVATE RECREATIONAL:** The use of land for target shooting and other recreational activities, other than hunting, involving the use of firearms or other projectiles by the owner or occupant of a parcel and their guests, not in return for compensation. Associated facilities shall be subject to approval by the zoning administrator in accordance with safety guidelines issued by the National Rifle Association (NRA) or other recognized authority.

**SHOOTING RANGE, INDOOR:** The use of a structure for firearms or other projectiles for the purpose of target practice or competitions, and in return for compensation.

**SHOOTING RANGE, OUTDOOR:** The use of land for shooting clubs and other facilities for the discharge of firearms or other projectiles for the purposes of target practice, skeet and trap shooting, mock war games, or formal competitions, or in return for compensation.

**SHRUB:** A low woody plant, with multiple shoots or stems from the base, which attains a mature height of less than fifteen (15) feet.

**SIGN:** Any object, device, display, or structure that is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, projected images, or any combination thereof.

**SIGN, AUCTION:** A sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed 20 square feet in area and may be erected not more than one (1) month before the date of the auction advertised and shall be removed within forty-eight (48) hours of its conclusion.

**SIGN, AWNING:** A sign that is painted or otherwise applied on or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, or window of a building.

**SIGN, BANNER:** A temporary sign, not exceeding 32 square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period

of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.

**SIGN, BUSINESS:** A sign which directs attention to a product, commodity, or service available on the premises including professional offices or institutional use.

**SIGN, CANOPY:** A type of wall sign that is attached to the fascia of a canopy.

**SIGN, CONSTRUCTION:** A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed 32 square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy.

**SIGN, DIRECTIONAL:** A sign, not to exceed four (4) square feet, providing on-premise directions for pedestrian and vehicular traffic including, but not limited to, entrance/exit signs, parking areas, loading zones, and circulation direction.

**SIGN, DIRECTORY:** A sign that lists the names, uses, or locations of the businesses or activities conducted within a building or group of buildings of a development.

**SIGN, ELECTRONIC MESSAGE:** A monument sign or portion thereof in which the copy is composed of a series of lights that may be changed through electronic means. The total area of the electronic message display area for such signs shall not exceed 30% of the total area of the sign area permitted for that site.

**SIGN, ESTATE:** An on-premise sign that identifies the name, occupant, and/or street address of a private residence, property, or farm. Such signs shall not exceed nine (9) square feet.

**SIGN FACE:** The area or display surface used for the message.

**SIGN, FLASHING:** An illuminated sign of which all or part of the illumination is flashing or intermittent, or changing in degrees of intensity, brightness or color. Electronic message signs that meet the requirements this Article and Sec. 22-15 shall not be considered flashing signs.

**SIGN, FREESTANDING:** A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

**SIGN, HOME OCCUPATION:** A sign containing only the name and occupation of a permitted home occupation on the premises.

**SIGN, ILLUMINATED:** A sign, or any part of a sign, which is externally or internally illuminated or otherwise lighted from a source specifically intended for the purpose of such illumination or lighting.

**SIGN, INFLATABLE:** Any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.

**SIGN, MONUMENT:** A sign affixed to, and made an integral part of, a structure built on grade that does not involve the use of poles as its major support.

**SIGN, MOVING:** A sign, any part of which moves by means of an electrical, mechanical, or other device, or that is set in motion by wind.

**SIGN, NONCONFORMING:** A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

**SIGN, OFF-PREMISE:** A sign that directs attention to a business, product, service or establishment, conducted, sold or offered at a location other than the premises on which the sign is erected.

**SIGN, ON-PREMISE:** Any sign identifying or advertising a business, person, property, activity, goods, products, or services, located on the premises where the sign is installed and maintained.

**SIGN, PENNANT:** A sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line, such as streamers.

**SIGN, POLITICAL:** A sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government. (Ord. 10-18-00)

**SIGN, PORTABLE:** A sign that is not permanently affixed to the ground or to a permanent structure, or a sign that can be moved to another location including, but not limited to, signs with attached wheels, signs mounted upon or applied to a trailer, or signs mounted on or applied to a vehicle that is parked and visible from the public right-of-way.

**SIGN, PROJECTING:** A sign, attached to and supported by a building or wall, that projects out perpendicularly from that wall more than twelve (12) inches but not more than four (4) feet.

**SIGN, PUBLIC:** A sign that is erected and maintained by a federal, state, or local government agency.

**SIGN, REAL ESTATE:** A sign pertaining to the sale or lease of the premises on which the sign is located. Such signs shall not exceed nine (9) square feet.

**SIGN, ROOF:** A sign that is mounted on the roof of a building or which extends above the top edge of the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.

**SIGN STRUCTURE:** The supports, uprights, bracing and/or framework of any structure, be it single-faced, double-faced, v-type or otherwise exhibiting a sign.

**SIGN, SUBDIVISION:** A monument sign erected at the entrance of a residential, commercial, or industrial development that identifies the development.

**SIGN, TEMPORARY:** A sign for the advertising of a special event, product, group, or seasonal activity and not intended or designed for permanent display. Such signs shall not exceed 12 square feet and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.

**SIGN, TEMPORARY DIRECTIONAL:** A sign directing individuals to the location of a special event or gathering. Such signs shall not exceed twelve (12) square feet and shall not be posted more than seven (7) days prior to the event and must be removed within seven (7) days after the event.

**SIGN, TEMPORARY SUBDIVISION ADVERTISING:** A sign erected on a parcel or at the entrance to a residential, commercial, or industrial subdivision that identifies the name of the development and advertises for sale lots within the development. Such signs shall be permitted for six-month increments, with a letter requesting renewal from the applicant for additional six-month increments and to be removed upon issuance of a permit for the placement of a permanent subdivision sign.

**SIGN, WALL:** A sign mounted flat against, or painted on, the exterior wall of a building or structure and not projecting more than twelve (12) inches from the surface of the building, unless on the mansard portion of a roof.

**SIGN, WARNING:** A sign, not exceeding four (4) square feet, located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.

**SIGN, WINDOW:** A permanent or temporary sign affixed to the interior or exterior of a window or door, or within three (3) feet of the interior of the window or door; provided that the display of goods available for purchase on the premises is not a window sign. Such signs shall not exceed 25% of the total area of the window or door on which it is located.

**SKETCH PLAN:** An informal conceptual map of a proposed subdivision or site plan of sufficient accuracy to be used for the purpose of discussion.

**SLAUGHTERHOUSE:** A commercial facility where livestock is slaughtered, processed, and prepared for distribution to butcher shops or retail establishments such as grocery stores.

**SMALL HOME INDUSTRY:** Small commercial, professional, or light industrial uses which do not in any way detract from adjacent agricultural or residential uses and while clearly excluding large scale industrial and commercial uses and that are located within the same parcel as the residence of the owner and within 500 feet of said residence.

**SOLID WASTE MATERIAL RECOVERY FACILITY:** A solid waste management facility which may receive municipal solid waste and recyclables from off premises for processing and consolidation and shipment out of the county for further processing or disposal.

**SOLID WASTE COLLECTION FACILITY:** Any storage or collection facility which is operated as a relay point for recyclables or municipal solid waste which ultimately is to be shipped for further processing or disposal. No processing of such items occurs at such facility.

**SOURCE SHIELDED ILLUMINATION:** A source of illumination shielded to prevent direct viewing of the light source, including bulbs, lenses or any portions thereof. The only light that can be seen is that reflected from the sign.

**SPECIAL USE PERMIT:** A permit issued by the governing body for a use which is only permitted upon such permit; a special exception. See Article 17 of this chapter.

**SPECIFIED ANATOMICAL AREAS:**

- (1) Less than completely and opaquely covered: human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; or
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

**SPECIFIED SEXUAL ACTIVITIES:** Human genitals in a state of sexual stimulation or arousal or acts of human masturbation, sexual intercourse, sodomy, or fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

**STORY:** That portion of building, other than the basement, included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, the space between the floor and the ceiling next above it.

**STORY, HALF:** A space under a sloping roof, which has the line of intersection of roof decking and wallface more than three (3) feet above the floor level, and in which space not more than two-thirds (2/3) of the floor area is finished for use.

**STREAM, INTERMITTENT:** A natural stream or portion of a natural stream containing flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow. Such streams are defined as a dotted blue line on the 1:24,000 USGS topographic maps.

**STREAM, NATURAL:** A non-tidal waterway that is part of the natural topography, which typically maintains a continuous, seasonal, or intermittent flow during the year, and which is characterized as being irregular in cross-section with a meandering course. A constructed channel such as a drainage ditch or swale is not a natural stream.

**STREAM, PERENNIAL:** A natural stream or portion of a natural stream containing flowing water year-round during a year of normal precipitation. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow. Such streams are defined as a solid blue line on the 1:24,000 USGS topographic maps.

**STREET (ROAD):** Any vehicular way that: (1) is an existing state roadway; (2) is shown upon a plat approved pursuant to the subdivision ordinance that is duly filed and recorded.

**STRUCTURE:** Anything constructed or erected, the use of which requires permanent location on the ground, or attachment to something having a permanent location on the ground. This includes, among other things, dwellings and buildings, etc.

**STRUCTURE, MAIN:** A building in which is conducted the principal use of the lot.

**STUDIO, FINE ARTS:** A building, or portion thereof, used as a place of work by a sculptor, artist, or photographer; or used as a place to exhibit and offer for sale works of the visual arts (other than film).

**SUBDIVIDER:** Any individual, partnership, corporation or other entity or association thereof owning or having an interest in land, or representing the owners of any land and proposing to subdivide such land.

**SUBDIVISION:** The division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land, including changes in existing lot lines for the purpose, whether immediate or future, of lease, transfer, or ownership, or building or lot development. The term shall include the resubdivision of land.

**SUBDIVISION AGENT:** The individual appointed and authorized by the Fluvanna County Board of Supervisors to administer and enforce this chapter.

**SUBDIVISION, FAMILY:** A single division of a lot or parcel for the purpose of a gift or sale to any natural or legally defined offspring, spouse, sibling, grandchild, grandparent, or parent of the property owner.

**SUBDIVISION, MAJOR:** The division of a parcel of land into six or more lots, and not a family subdivision. A subdivision shall be deemed to be a major subdivision if the parcel from which such subdivision is divided was, within five years next preceding the application, divided into an aggregate of five or more lots or divided in such a way as to create a new public or central water or sewer system or one or more public streets.

**SUBDIVISION, MINOR:** Any division of a parcel of land creating fewer than six lots, and not a family subdivision.

**SUBSTANTIAL DAMAGE:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT:** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a historic

structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

**TAXIDERMIST:** Establishments for conducting the business of preparing, stuffing, and mounting the skins of animals to make them appear life-like.

**TELECOMMUNICATIONS FACILITY:** A tower, pole or similar structure, 125 feet or greater in height, that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications. Includes antennas, microwave dishes, horns, and all equipment and structures necessary to support said equipment.

**TRAFFIC IMPACT STUDY:** A report analyzing anticipated roadway conditions.

**TRAILER:** See *Manufactured home*.

**TRANSPORTATION TERMINAL:** A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express between modes of ground transportation, including bus terminals, railroad stations, and public transit facilities.

**TRAVEL TRAILER:** A vehicular, portable structure built on chassis and designed to be used for temporary occupancy for travel, recreational or vacation use; with the manufacturer's permanent identification "travel trailer" thereon; and when factory equipped for the road. See *Recreational vehicle*.

**TREE CANOPY:** All areas of coverage by plant material exceeding ten (10) feet in height at a maturity of ten (10) years after planting, in accordance with Article 22 of this chapter.

**TREE, EVERGREEN:** A tree with foliage year-round, planted primarily for screening or ornamental purposes, which attains a mature height of at least fifteen (15) feet.

**TREE, LARGE SHADE:** A tree, usually deciduous, planted primarily for overhead canopy, which attains a mature height of at least forty (40) feet.

**TREE, MATURE:** An existing tree with a diameter at breast height (DBH) of twelve inches (12") or greater, which is in healthy condition as determined by a certified landscape architect or arborist.

**TREE, MEDIUM SHADE:** A tree, usually deciduous, planted primarily for overhead canopy, which attains a mature height of twenty-five (25) to forty (40) feet.

**TREE, ORNAMENTAL:** A tree, either single-stemmed or multi-stemmed, noted for its flowers, leaves, bark, form, shape, and/or other aesthetic characteristics, which attains a mature height of ten (10) to thirty (30) feet.

**TREE, STREET:** A shade tree planted along an existing or proposed public street, either within the right-of-way itself or within a landscape strip continuous to such right of way.

**TRUCK TERMINAL:** A facility for the receipt, transfer, short-term storage, and dispatching of good transported by truck. Included in the use type would be express and other mail and package distribution facilities, including such facilities operated by the U.S. Post Office.

**UNDERGROUND UTILITIES:** The placement of electric, telephone, cable, and other utilities customarily carried on poles in underground vaults or trenches.

**UPHOLSTERY SHOP:** A business that repairs and replaces upholstery to household and office furnishings.

**UTILITY:** All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and includes facilities for the generation of electricity.

**UTILITY, MAJOR:** Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, and communication facilities.

**UTILITY, MINOR:** Facilities for the distribution and collection of public, private and central utilities including poles, lines, transformers, pipes, meters, and communication distribution lines.

**VARIANCE:** A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for height, area, and size of structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or adjoining zoning districts.

**VEHICLE TRIP:** A motor vehicle moving from an origin point to a destination point.

**VENDING CART:** The vending of food, beverages, or merchandise from a movable stand or trailer that is located as an accessory use on the same lot as a permitted use.

**VETERINARY OFFICE:** An establishment for the care and treatment of animals and where the boarding of said animals is prohibited except when necessary in the medical treatment of the animal.

**VIDEO-VIEWING BOOTH OR ARCADE BOOTH, ADULT:** An enclosure designed for occupancy by no more than five persons, used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means or media, or live performances or lingerie modeling, for observation by patrons therein. See *Entertainment establishment, adult* use.

**VILLAGE:** A small, compact center of predominantly residential character but with a core of mixed-use commercial, residential, and community services whether or not incorporated as a municipality.

**WAREHOUSE, WHOLESALE:** Facilities for the display, storage, and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment, including moving and storage facilities, warehouses, storage activities, and distribution centers.

**WATERCOURSE:** A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

**WOODSTORAGE, TEMPORARY:** A lot utilized for the temporary (30, 60, 90 days) storage/loading of forestry products transported from some other location.

**YARD:** An open space on a lot other than a court unoccupied and unobstructed from the ground upward by structures except as otherwise provided herein.

**FRONT:** An open space on the same lot as a building between the front line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the front line and the rear line of the lot and extending the full width of the lot.

**REAR:** An open, unoccupied space on the same lot as a building between the rear line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the rear line of the lot, and extending the full width of the lot.

**SIDE:** An open, unoccupied space on the same lot as a building between the side line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the side line of the lot, and extending from the front yard line to the rear yard line.

**ZONING ADMINISTRATOR:** The official charged with the enforcement of the zoning ordinance. The administrator may be any appointed or elected official who is by formal resolution designated to the position by the governing body. The administrator may serve with or without compensation as determined by the governing body.

**ZONING DISTRICT:** A division of territory within Fluvanna County for the purposes of regulation of its use under the provisions of this chapter.

**ZONING PERMIT:** Any permit issued by the zoning administrator in accordance with this ordinance.

(Ord. 6-19-96; Ord. 10-18-00; Ord. 9-17-08; Ord. 10-15-08; Ord. 10-21-09; Ord. 6-16-10; Ord. 11-3-10)

## **Article 24. Landscaping and Tree Protection**

### **Sec. 22-24-1. Landscape plan -- General provisions for landscaping.**

The purpose of this section is to provide guidelines for the landscaping and screening of development sites subject to site plan approval. These requirements are intended to ensure that site development is harmonious with the surrounding properties, to promote the public health, safety and welfare, in accordance with the guidelines in the Comprehensive Plan; to help to conserve energy by providing shade and wind breaks; to encourage recharge of ground water by providing pervious area; to improve and preserve the air quality and minimize noise, dust and glare; and to preserve the rural character of the County.

### **Sec. 22-24-2. Landscape Plan Specifications.**

- I. A certified Landscape Architect, arborist, horticulturist, land surveyor, or other person deemed qualified by the Zoning Administrator shall prepare the plan.
- II. The plan shall be prepared at a scale of not less than 1"=40' for areas along streets and roads, and not less than 1"=20' for areas around buildings, parking lots, and landscape areas.
- III. All landscape plans shall be on sheets not exceeding twenty-four inches (24") by thirty-six inches (36").
- IV. If the plan is prepared on more than one sheet, match lines shall clearly indicate where the several sheets join.

### **Sec. 22-24-3. Landscape Plan Contents.**

- A. The Landscape Plan shall include the following elements
  1. Existing and proposed contours at intervals of five (5) feet or less.
  2. Property boundary lines.
  3. Limits of grading and clearing.
  4. Tree protection zone(s) as applicable.
  5. All proposed improvements.
  6. Existing and proposed underground and overhead utilities, including heights and/or depths.
  7. Rights-of-way and easements.
  8. Botanical and common name, size, spacing, and location of all trees, shrubs, and ground cover, and the location and extent of planting beds in which they are to be planted, if any.
  9. Plants shall be labeled on the plan by direct call-out method or by symbols keyed to a plant list.
  10. A planting symbol to illustrate the natural canopy/cover of trees and the extent of growth of shrubs at maturity.
  11. A plant list or matrix showing the botanical name, common name, quantity, size, spacing, handling method, and general instruction, if any, specific to each plant.
  12. General details illustrating the method of installation of plants, seeding, and sodding, including but not necessarily limited to size of plant pit, method of placement, backfill material, method of support, preparation of beds, mulch, etc.

13. Special details illustrating special conditions such as supplemental plant pit drainage, pruning for special effects, or other conditions requiring illustrated instructions.
14. General notes specifying the care and maintenance of plants for a period of three years following planting and the replacement of any dead, dying, or diseased vegetation required to be installed by this chapter for the life of the project.
15. Any and all information required for tree protection as indicated in Section B of this article.
16. Provide and identify adequate exterior water source.

**Sec. 22-24-4. Minimum Standards.**

A. The following shall be the minimum size of plant materials at installation:

- |                       |               |
|-----------------------|---------------|
| 1. Large shade trees  | 1.5" caliper  |
| 2. Medium shade trees | 1.25" caliper |
| 3. Ornamental trees   | 1.25" caliper |
| 4. Evergreen trees    | 5' in height  |
| 5. Shrubs             | 18" in height |
| 6. Ground cover       | 1 year plants |

B. All required landscaping shall be planted according to the following standards:

1. All trees to be planted shall meet the specifications of the American Landscape Association.
2. The planting of trees shall be done in accordance with either the standardized landscape specifications jointly adopted by the Virginia Nurserymen's Association, the Virginia Chapter of Landscape Designers, and the Virginia Chapter of the American Society of Landscape Architects, or the Road and Bridge Specifications of the Virginia Department of Transportation.
3. All required landscaping shall be planted between September 15 and June 30, provided that the ground is not frozen.

C. Wheel stops, curbing, or other barriers shall be provided to prevent damage to landscaping by vehicles.

D. Where necessary, trees shall be welled or otherwise protected against change in grade. Such protection measures shall be sited to minimize disturbance within the drip line of trees designated for protection on the landscape plan.

E. All pervious areas of the site shall be permanently protected from soil erosion with grass, ground cover, or mulch material.

**Sec. 22-24-5. Requirements.**

- A. It is the specific intent of these requirements to promote landscape design and installation to mitigate the effects of new development on surrounding areas and specifically not to use plantings as a means of drawing attention to new development. The landscape plan should help protect and preserve Fluvanna County's rural character.

- B. The Landscape Plan shall utilize native and assimilated non-native species listed within the Fluvanna County Plant List. Applicants may add plants to this list with the prior approval of the Zoning Administrator, provided that the proposed species have a rated hardiness and growth habit appropriate for the intended location. A mixture of plant species should be used on each site.
- C. Street trees shall be required along existing or proposed public streets within or adjacent to any site that is subject to site plan approval and all major subdivisions with an average lot size of one (1) acre or less. The placement of street trees shall be in accordance with Virginia Department of Transportation (VDOT) standards and shall not be located within any sight triangle. The required plantings shall be located either within the right-of-way itself or within a ten-foot (10') strip continuous to such right-of-way. Existing, healthy trees with a caliper of eight inches (8") or greater located within ten feet (10') of the right-of-way may be used to satisfy the planting requirement, provided the trees are protected in accordance with the standards contained in this Chapter. Appropriate provisions shall be made for the permanent maintenance and preservation of the required street trees, to the reasonable satisfaction of the county attorney. Such provisions may include a landscape preservation easement dedicated to the property owners' association or other entity approved by the county attorney. The street trees shall be planted at the following rate:
1. One (1) large shade tree shall be required for every fifty (50) feet of road frontage; or
  2. One (1) medium shade tree shall be required for every forty (40) feet of road frontage.
- D. Minimum tree canopy coverage shall be provided for all new commercial, industrial, and multi-family residential development in accordance with the following requirements:
1. Tree canopy coverage shall include all areas of coverage by plant material exceeding ten feet (10') in height, and shall be measured ten (10) years maturity after planting.
  2. Tree canopy coverage shall be calculated for new plantings using ten-year tree canopy coverage standards published by the Virginia Nursery and Landscape Association or other set of standards approved by the Zoning Administrator. When a coverage interval is cited in such standards, the smallest coverage figure for each interval shall be used.
  3. All landscape plans shall include the preservation of existing trees, the planting and replacement of trees, or any combination thereof, to the extent that, at maturity of ten (10) years, a minimum tree canopy shall be provided as follows:
    - a. Ten percent (10%) tree canopy for a site developed with commercial, office, institutional, or industrial uses;
    - b. Fifteen percent (15%) tree canopy for a multi-family residential site developed at a gross density of more than ten but less than twenty dwelling units per acre; and
    - c. Twenty percent (20%) tree canopy for a multi-family residential development developed at a gross density of ten or fewer dwelling units per acre.
  4. A bonus credit toward tree canopy requirements may be given for the preservation of existing wooded areas, clusters of trees, or mature trees (healthy trees with 12 inches or greater diameter at breast height) as follows:
    - a. The credit provided for the preservation of existing trees, wooded areas, or clusters of trees shall be 1.50 multiplied by the area defined by the existing drip line of the tree, wooded area, or cluster of trees.

- b. The credit provided per mature tree shall be 2.0 multiplied by the area defined by the boundaries of the existing drip line of the tree.
          - c. A certified landscape architect or arborist shall provide written verification that the trees for which credit will be awarded are in healthy condition; will likely survive for at least twenty (20) years following landscape plan approval; will not be severely impacted by construction activities on site; will not interfere with the growth of other viable landscaping; and will not compromise safety. Credit towards tree canopy requirements shall not be given for any tree deemed to be in poor to fair condition by the Zoning Administrator, nor for any plant designated as invasive on the list maintained by the Zoning Administrator.
          - d. In the event that one or more trees to be awarded bonus credit under this section is destroyed, significantly damaged during clearing or construction activities, or is willfully destroyed or removed, the person responsible for such destruction, injury, or removal shall replace each tree destroyed with two (2) large shade trees planted on-site.
  5. For the purpose of calculating the total area of a site to determine tree canopy coverage requirements, the following areas shall be excluded:
    - a. Properties reserved or dedicated for future street construction or other public improvements.
    - b. Ponds and un-wooded wetlands.
    - c. Properties reserved or dedicated for school sites, playing fields and non-wooded recreation areas, and other facilities and areas of a similar nature.
    - d. Portions of a site containing existing structures that are not the subject of a pending application.
- E. All sites subject to site plan approval and all major subdivisions shall reserve a riparian protection area in accordance with the following requirements:
1. The riparian protection area shall be at least 50 feet wide along both sides of all intermittent streams, at least 75 feet wide along both sides of all perennial streams, and at least 100 feet wide along both sides of the Hardware River, Rivanna River, and James River.
  2. Indigenous vegetation, including existing ground cover, shall be preserved to the maximum extent practicable, consistent with the use or development proposed. Dead, diseased, or dying vegetation may be pruned or removed as necessary, pursuant to sound horticultural practices. No logging or silvicultural activities may take place within the riparian protection area.
  3. No portion of any on-site sewerage system, drain field, reserve drain field, or building shall be placed within the riparian protection area. This statement shall be on all plats and site plans of affected lots.
  4. If otherwise authorized by the applicable regulations of this chapter, the following types of development shall be permitted within the riparian protection area, provided that the requirements of this section are met:
    - a. A building or structure which existed on the date of adoption of this article may continue at such location. However, nothing in this section authorizes the replacement, expansion, or enlargement of such building or structure.

- b. On-site or regional stormwater management facilities and temporary erosion and sediment control measures, provided that:
    1. To the extent practical, as determined by the Zoning Administrator, the location of such facilities shall be outside of the riparian protection area.
    2. No more land shall be disturbed as necessary to provide for the construction and maintenance of the facility, as determined by the Zoning Administrator.
    3. The facilities are designed to minimize impacts to the functional value of the riparian protection area and to protect water quality; and
    4. Facilities located within a floodplain adhere to the floodplain regulations of the County Code.
  - c. Water-dependent facilities; water wells; passive recreation areas, such as pedestrian trails and bicycle paths; historic preservation; archaeological activities, provided that all applicable federal, state and local permits are obtained. All pedestrian trails and bicycle paths shall be constructed using permeable paving materials.
  - d. Stream crossings of perennial and intermittent streams for roads, streets, or driveways, provided that the stream buffer disturbance shall be the minimum necessary for the lot(s) to be used and developed as permitted within the underlying zoning district. Stream crossings shall not disturb more than thirty (30) linear feet of stream for driveways and sixty (60) linear feet for roads or streets, provided that the Zoning Administrator may allow additional length of stream disturbance where fill slopes or special conditions necessitate additional length.
- F. Species identified on the Invasive Alien Plant Species of Virginia list published by the Virginia Department of Conservation and Recreation may not be used in any circumstance.
- G. In areas in view of public roads and rights-of-way, landscape plans should specify plants and their spacing so they may grow in their natural habitat, achieving mature size with minor pruning and shaping.
- H. Where landscaping is required, the property owner or developer shall provide performance guarantees as follows:
1. No certificate of occupancy shall be issued until the landscaping is completed in accordance with the approved landscape plan. When the occupancy of a structure is desired prior to the completion of the required landscaping, a certificate of occupancy may be issued only if the owner or developer provides a performance bond or other form of security satisfactory to the Zoning Administrator in an amount equal to the costs of completing the required landscaping. All required landscaping shall be installed and approved by the end of the first planting season following issuance of a certificate of occupancy, or the security described above may be forfeited to Fluvanna County.
  2. A maintenance bond for the landscaping required by this Chapter shall be posted by the developer in favor of Fluvanna County. If the landscaping is installed prior to the issuance of a certificate of occupancy, then the maintenance bond shall be posted prior to the issuance of the certificate of occupancy. If the landscaping is bonded for installation, rather than installed prior to the issuance of a certificate of occupancy,

- then the maintenance bond shall be posted when the materials are planted and before the performance bond is released. The maintenance bond shall be in the amount of one-third (1/3) the value of the landscaping and shall be held for a period of one (1) year following the planting date. At the end of the one (1) year time period, the bond shall be released if all plantings are in healthy condition as determined by the Zoning Administrator. If the plantings installed in accordance with an approved landscape plan are not properly maintained by the owner, the security described above may be forfeited to Fluvanna County. In the alternative, the Zoning Administrator may permit the owner to extend the period of such bond for such reasonable time and upon such reasonable terms as he may determine to be best to protect the public interest.
- I. The landowner shall be responsible for the general maintenance and the timely repair and replacement of all landscaping required by this Chapter. All landscaping shall be maintained as follows:
1. Plantings shall be kept mulched to prevent weed growth and to retain soil moisture;
  2. Plant material shall be pruned to maintain healthy and vigorous growth with all pruning performed in accordance with generally accepted maintenance standard practices;
  3. All turf areas shall be kept mown, except for areas designated as a natural meadow on the landscape plan;
  4. All plant and landscape material and landscaped areas shall be kept free of refuse and debris; and
  5. The landowner shall maintain any plant material required by this Chapter and any plant material that dies shall be replaced in kind, or with a suitable substitute as approved by the Zoning Administrator. Preserved existing trees, that subsequently die, shall be replaced by new trees of a caliper and/or height as would be required by this Chapter.
- J. Any minor requirements above may be modified by the Zoning Administrator on a site-specific basis, where the Zoning Administrator finds that, as a result of conditions peculiar to the site, the objectives of the ordinance can be better achieved by other means. The Zoning Administrator may also approve minor spacing variations, which the Zoning Administrator determines to be immaterial to the objectives of this Chapter. The Zoning Administrator may allow for a modification of the riparian protection area requirements by providing alternative measures for riparian protection, by means of substitution of materials, design, or technique, which the Zoning Administrator determines to provide the same or greater degree of riparian protection as compared to such area requirements and is determined by the Zoning Administrator to be reasonably necessary to permit reasonable uses of the property which are otherwise permitted by this Chapter. The decision of the Zoning Administrator in this regard is shall be appealable to the Board of Zoning Appeals. A request for a modification shall be submitted and evaluated as follows:
1. At a minimum, a request for any modification shall include the following information:

- a. A site map that includes locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by field survey;
  - b. A description of the shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property;
  - c. A detailed site plan that shows the locations of all existing and proposed structures and impervious cover and the limits of all existing and proposed land disturbance. If applicable, the exact area of the riparian protection area to be affected shall be accurately and clearly indicated;
  - d. Documentation of unusual hardship should the requirements be maintained;
  - e. At least one alternative plan, which meets the requirements of this section, or an explanation of why such a site plan is not feasible;
  - f. A stormwater management plan, if applicable;
  - g. A calculation of the total area of intrusion into the riparian protection area, if applicable; and
  - h. Proposed alternative measures for an intrusion into the riparian protection area, if applicable, together with calculations, graphic depictions and textual materials sufficient to support the conclusion that such alternative measures are sufficient to support the determinations set forth hereinabove.
2. The following factors will be considered by the Zoning Administrator in determining whether to allow a modification:
    - a. The shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property;
    - b. The locations of all streams and waterways on the property, including along property boundaries;
    - c. The long-term and construction water-quality impacts of the proposed modification;
    - d. Whether issuance of the modification is at least as protective of natural resources and the environment, including local air and water quality; and
    - e. Whether issuance of the modification will negatively impact surrounding properties or adjoining roadways.

**Sec. 22-24-6. Parking lot landscaping.**

- A. All development subject to site plan approval shall include the following required landscaping for parking lots consisting of five (5) spaces or more.
- B. Minimum planting areas are to be provided as follows:
  1. One planting island containing not less than 200 square feet of planting area for every twenty (20) parking spaces in a row and at both ends of a parking bay, with a minimum width of ten feet (10') in order to protect the landscaping and allow for proper growth..

2. A planting strip at least nine feet (9') in width between each adjacent area of parking of four (4) bays.
3. A planting strip at least nine feet (9') in width shall be provided between access roadways and adjacent properties' parking areas and adjacent property of the same use.
4. A planting area at least twenty-five feet (25') in width shall be provided between parking and adjacent properties of a different use and public streets and rights-of-way. The area shall be measured from the closest parking space to the adjacent property or right-of-way line.

C. Planting islands shall be planted as follows:

1. One (1) large shade tree and four (4) shrubs for every 200 square feet.
2. Large shade trees shall be arranged so that the canopy at maturity will cover thirty-five (35) percent of the parking area placed mainly around the perimeter of the parking area and at the end of parking bays.
3. Medium shade trees may be substituted for large shade trees at a ratio of two (2) to one (1), if appropriately spaced and meeting all other canopy criteria. Medium shade trees shall not exceed forty (40) percent of the total number of shade trees.

D. Internal planting strips shall be planted as follows:

1. One (1) large shade tree and six (6) shrubs every forty (40) linear feet.
2. Large shade trees shall be arranged so that the canopy at maturity will cover thirty-five (35) percent of the parking area placed mainly around the perimeter of the parking area and at the end of parking bays.
3. Medium shade trees may be substituted for large shade trees at a ratio of two (2) to one (1), if appropriately spaced and meeting all other canopy criteria. Medium shade trees shall not exceed forty (40) percent of the total number of shade trees.

E. Parking lots consisting of five (5) spaces or more shall be screened from view of public roads, rights-of-way, and adjacent properties. One of the following landscaping treatment options shall be utilized to meet the minimum screening requirements for parking lots:

1. Landscape Strip Option: One (1) tree and ten (10) shrubs shall be planted for each forty (40) linear feet, excluding driveway openings, within a planting strip that is ten feet (10') in width; or
2. Berm Option: One (1) tree and five (5) shrubs shall be planted for each forty (40) linear feet, excluding driveway openings. The berm shall be at least thirty (30) inches higher than the finished grade of the parking lot and shall not have a slope steeper than 2:1. The berm shall be stabilized with groundcover or other vegetation; or
3. Woodlands Preservation Option: Existing woody vegetation shall be preserved as a buffer strip with a minimum width of thirty-five (35) feet. Additional tree or shrub plantings may be required by the Zoning Administrator. The woodlands preservation area shall be placed in a landscape easement, and the landscape plan shall demonstrate techniques to be used for removing underbrush, pruning, and protecting existing trees from any damage during site development; or

4. **Structural Option:** A wall constructed of brick, stone, or architectural block, no shorter than three (3) feet and no taller than four (4) feet, shall be constructed along the entire width of the parking lot. One (1) tree and three (3) shrubs shall be planted for each forty (40) linear feet, excluding driveway openings.
- F. The placement of bioretention areas within required planting areas is encouraged, provided that the bioretention techniques utilized are approved as part of an erosion and sediment control plan, stormwater management plan, or similar document. Examples of bioretention techniques include, but are not limited to, rain gardens, swales, infiltration trenches, and tree box filters.
- G. When retaining existing trees in parking areas, enough ground around the tree should be left to allow for its survival or grass pavers should be used to allow air and moisture to reach the tree roots.

#### **Sec. 22-24-7. Screening.**

- A. Screening shall be required in the following instances:
  1. Commercial and industrial uses shall be screened from view adjacent properties in residential and agricultural zoning districts, except for commercial and industrial uses allowed by right in said districts.
  2. Parking lots consisting of five (5) spaces or more shall be screened from view of public roads, rights-of-way, and adjacent properties.
  3. Objectionable features, including but not limited to the following, shall be screened from the view of public roads, rights-of-way, and adjacent properties:
    - i. Loading areas
    - ii. Refuse areas
    - iii. Storage yards
    - iv. Dry Detention ponds
    - v. Maintenance areas
  4. If the required screening is consistent with an approved Master Plan subject to the requirements of the R-3 Residential zoning district.
  5. The Zoning Administrator may require the screening of any use, or portion thereof, upon determination that the use would otherwise have a direct negative visual impact on a property designated as historic by its inclusion within the Historic Preservation chapter of the Comprehensive Plan.
- B. When required, screening shall consist of new plantings, existing vegetation, an opaque masonry wall or wooden fence, or combination thereof, to the reasonable satisfaction of the Zoning Administrator. Unless otherwise specified within this Chapter, one of the following landscaping treatment options shall be utilized to meet the minimum screening requirements:
  1. Evergreen Option: Two (2) rows of evergreen trees shall be planted ten (10) feet on center and staggered within a planting strip that is twenty-five feet (25') wide; or
  2. Berm Option: Two (2) rows of evergreen shrubs shall be planted ten (10) feet on center and staggered. The berm shall be at least thirty (30) inches higher than the finished grade

- of the surrounding area and shall not have a slope steeper than 2:1. The berm shall be stabilized with groundcover or other vegetation; or
3. Mixed Vegetation Option: One (1) large shade tree, one (1) medium shade tree, one (1) evergreen tree, and three (3) evergreen shrubs for each twenty (20) linear feet, within a planting strip that is twenty-five feet (25') wide; or
  4. Woodlands Preservation Option: Existing woody vegetation shall be preserved as a buffer strip with a minimum width of seventy-five (75) feet. Additional tree or shrub plantings may be required by the Zoning Administrator. The woodlands preservation area shall be placed in a landscape easement, and the landscape plan shall demonstrate techniques to be used for removing underbrush, pruning, and protecting existing trees from any damage during site development; or
  5. Structural Option: A wall or fence, no shorter than six feet (6') in height, shall be provided and one (1) evergreen tree or shrub shall be planted every ten (10') feet along the side of any such wall or fence facing a public street or use for which the screening shall benefit.
- C. Within commercial, industrial, and multi-family residential developments, dumpsters and other refuse areas visible from public roads, rights-of-way, adjacent properties, and parking areas shall be completely screened from view by a wall or fence constructed using architectural block, brick, stone, vinyl, wood or a similar material that is compatible with the architecture of the principal structure. The use of durable, low-maintenance materials is encouraged.
- D. Parking lots of five (5) spaces or more shall be screened in accordance with Sec. 22-24-6.

#### **Sec. 22-24-8.1: Purpose of Tree Protection Plans.**

*The purpose of this section is to promote the general health, safety and welfare through the protection and preservation of existing tree stands, individual specimen trees, and understory plants during the land disturbance/site development process. Preservation of existing tree stands, individual specimen trees, and understory plants shall be a primary consideration in the planning for, and implementation of, land development activities. For tree protection, barriers are required to prevent physical damage to trees or understory plants, and to prevent soil disturbance and compaction within tree protection areas. The more intense the development of the site, the greater the need for the protection and preservation of existing trees and understory.*

#### **Sec. 22-24-8.2. Activities Requiring Tree Protection Plans.**

Compliance with the tree protection program of this section is required on all site development plans involving land clearance of more than one-half of one acre (21,780 square feet of cleared land) in size, and all activities requiring a land disturbing permit except for the construction of a single or two family dwelling on an individual lot.

All plans prepared for compliance with this chapter shall clearly delineate areas of tree protection and provide construction details of tree protection barriers. Measures for tree protection shall be outlined in the general notes of the plan, including construction, inspection, and maintenance of barriers. The general notes shall also outline prohibited activities within the tree protection

zones. The tree protection zone shall, to the extent possible, conform to the drip line of the trees being protected.

**Sec. 22-24-8.3. Tree Protection Plan Contents.**

- A. All tree protection plans shall indicate tree protection zone(s), in accordance with the following guideline:
1. Existing stands of trees or individual specimen trees whose removal is not necessary for the development of the site or the construction of any facility.
  2. Preservation of existing trees to comply with the Landscape Plan requirements.
- B. All areas of tree protection shall be bounded by a tree protection barrier at the perimeter of the tree protection zone. Barriers shall completely surround the tree protection area, except where the area extends more than one hundred (100) yards beyond the construction zone or routes of access to the construction zone. The tree protection areas, beyond the one hundred (100) yards, shall be flagged every one hundred (100) feet with continuous ribbon with "Do Not Enter" signs stating prohibited activity. Barriers and flagging shall be installed prior to any land disturbing activity. Barriers shall be a minimum of five (5) feet in height, stationary, and constructed of rigid or semi-rigid materials that must be dismantled to be moved. Barriers shall be of a color or flagged to be clearly visible by all people in the vicinity, particularly equipment and vehicle operators. Barriers shall be inspected and repaired on a routine basis and shall be completely removed prior to occupancy of the development. The purpose of the barrier shall be to prevent damage to trees or under story plants and to prevent soil disturbance and compaction within the zone.
- C. The following activities are prohibited within tree protection zones:
1. Operation of any vehicle or machinery, except as may be necessary for the installation of utility lines.
  2. Parking of vehicles or equipment.
  3. Storage of any materials or equipment.
  4. Discharge of any substance that may be injurious to trees or understory plants.
- D. Wherever feasible, utilities shall be designed and routed to avoid tree protection zones. If it is necessary to route utilities through tree protection zones, the following shall apply:
1. Route utility trenches outside the drip line of trees or as far as possible from tree trunks.
  2. In areas of multiple trees, where trenches must go between trees, preference should be given to stay away from larger specimen trees.
  3. Equipment that is the lightest weight and makes the least possible impact shall be used to dig trenches and install utilities.
  4. Rubber-tired, rather than track equipment, shall be used whenever possible.
  5. Excavation materials are not to be placed against tree trunks and shall be placed as far away from trunks as possible.
  6. Where excavation materials are to be placed, indicator ribbons shall be placed on undisturbed areas prior to excavation, to facilitate restoring the area to the original grade.

7. Areas where excavated material have been placed shall be restored to the original grade with the least amount of disturbance possible.
- E. Any damage done to trees within tree protection zones shall be immediately repaired.
- F. Any clearing within tree protection zones shall be done by hand.
- G. Where grade differences occur between the tree protection area and the finished grade of the adjacent areas, retaining walls and dry wells shall be used to prevent the need for grading in tree protection zones.

### **Article 26. Off-Street Parking and Loading Spaces**

#### **Sec. 22-26-1. Statement of Intent.**

The intent of this article is to provide vehicle parking space for a developed site that is adequate to serve the demand generated by the proposed use, while avoiding excessive impervious area. This article will serve to protect valuable natural, historic, and scenic resources within Fluvanna County; to provide safe and convenient internal and external movement of vehicles, bicycles, and pedestrians; to provide adequate fire and police protection and stormwater control; and otherwise to protect the health, safety, and welfare of the citizens of Fluvanna County.

#### **Sec. 22-26-2. Off-Street Parking and Loading Spaces Required.**

- A. There shall be provided at the time of erection of any building or at the time any main building is enlarged, or at the time of a change in use of a building or site, off-street parking and loading spaces as set forth in this section. No person, firm, or corporation shall build and occupy any structure or initiate the new use of any land without providing the off-street parking and loading spaces as set forth in this section. Parking requirements shall not automatically be considered sufficient for any other use of the property. When there is a change in use of the property, additional parking spaces may be required if necessary to meet the standards established by this section.
- B. Off-street parking and loading spaces shall be maintained in a clean, litter-free, serviceable, and orderly condition, and shall continue as long as the main use of the site is continued. No owner or operator of any structure affected by this section shall discontinue, change, or dispense with the required parking and loading areas without prior approval by the Zoning Administrator.
- C. No non-residential off-street parking space or loading space shall be used for the sale, repair, dismantling or servicing of any vehicle, equipment, materials, or supplies, or obstructed in any fashion.
- D. When a use that is non-conforming as to the required off-street parking and loading space is enlarged, additional off-street parking and loading space shall be required only on the basis of the enlargement.

- E. No Certificate of Occupancy for a new or changed use shall be granted unless the requirements of this section are met.

### **Sec. 22-26-3. Location of Off-Street Parking.**

- A. The off-street parking facilities required by this section shall generally be located on the same lot or parcel of land that they are intended to serve.
- B. When consistent with the intent of this article, the Zoning Administrator may approve off-street parking on property that is located within six hundred (600) feet of the development site. Before such approval is granted, a written agreement assuring the retention of property for parking use shall be properly drawn and executed by the parties, approved as to form by the County Attorney, recorded with the County Clerk, and filed with the Zoning Administrator.
- C. Nothing in this section shall be construed to prevent the joint use of off-street parking between two (2) or more buildings or developments, or uses by two (2) or more owners or operators. In that case, the total number of parking spaces when combined or used together shall not be less than the sum of the requirements for the several individual uses computed separately, unless it can be demonstrated that by the nature of the several uses, the parking spaces will be in use at substantially different times of day. Before such approval is granted, a written agreement assuring the retention of property for parking use shall be properly drawn and executed by the parties, approved as to form by the County Attorney, recorded with the County Clerk, and filed with the Zoning Administrator.
- D. Where a parking lot is owned by Fluvanna County or another public body, and its spaces are open for use by the general public, said spaces may be used to meet the on-site parking requirement, provided that said parking lot is within 600 feet of the development site.
- E. With the approval of the Zoning Administrator, on-street parking spaces located within one-hundred fifty feet (150') of the designated use may count towards the minimum off-street parking requirements. On-street parking spaces may be located on any private street or, with the approval of the Virginia Department of Transportation (VDOT), any public street. Each off-street parking space shall be on a paved area abutting the travelway.
- F. To the greatest extent possible, parking areas shall not be located between the adjacent public right-of-way and the principal structure(s) on the site.

### **Sec. 22-26-4. Parking Space Standards.**

#### **A. Parking Dimensional Standards**

1. Parking spaces and adjacent aisles shall conform to the dimensions listed in Table 1:

Table 1: Minimum Parking Space and Aisle Dimensions					
Angle	Type	Width	Stall Depth	One-Way Aisle Width	Two-Way Aisle Width
0° (Parallel)	Standard	9 ft.	20.5 ft.	13 ft.	24 ft.
	Compact	7.5 ft.	18.5 ft.	12 ft.	24 ft.

30°	Standard	9 ft.	17 ft.	13 ft.	N/A
	Compact	8 ft.	14 ft.	12 ft.	N/A
45°	Standard	9 ft.	18 ft.	13 ft.	N/A
	Compact	8 ft.	16 ft.	12 ft.	N/A
60°	Standard	9 ft.	18 ft.	16 ft.	N/A
	Compact	8 ft.	16.5 ft.	15 ft.	N/A
90° (Perpendicular)	Standard	9 ft.	18 ft.	N/A	24 ft.
	Standard	10 ft.	18 ft.	N/A	20 ft.
	Compact	8 ft.	17 ft.	N/A	22 ft.

2. The minimum stall depth requirements for perpendicular parking spaces may be reduced by up to two feet (2'), if the parking spaces are adjacent to planting strips or other landscaping features that allow for an unobstructed overhang equivalent to the reduction.
3. Parking areas containing thirty (30) or more spaces may designate up to twenty percent (20%) of the minimum required parking spaces as compact car spaces. Such spaces shall meet the following requirements:
  - a. All compact parking spaces shall conform to the dimensions listed in Table 1.
  - b. Compact car parking spaces shall be located in one (1) or more continuous areas and shall not be intermixed with spaces designed for full-size vehicles.
  - c. Compact car parking spaces shall be clearly designated by pavement markings and/or appropriate signage.
4. Vehicular access roads, when not adjacent to parking spaces, shall meet the following requirements:
  - a. The minimum travelway width for two-way access roads shall be twenty-four feet (24').
  - b. One-way access roads are permitted, provided that the circulation pattern is contained within the site or sites shown on the site plan and public roadways are not incorporated as part of the circulation pattern. The minimum travelway for one-way access roads shall be twelve feet (12').

#### B. Handicapped Parking

1. Handicapped parking spaces shall have a minimum width of eight (8) feet, with an adjacent five- (5) foot access aisle to be provided on one side of the handicapped space.
2. Handicapped parking spaces shall have a minimum length of 18'.
3. In any parking lot of more than five (5) spaces, there shall be at least two (2) designated and properly signed as a handicapped space.
4. In parking lots having more than five (5) spaces, at least one (1) per twenty five (25) spaces in addition to the two handicapped spaces already provided in 22-26-4(b)3.
5. Handicapped parking spaces shall be situated so as to provide direct, unobstructed access to buildings by the shortest practical routing.

#### C. Screening

1. Parking lots consisting of five (5) or more spaces shall be screened from view of public roads, rights-of-way, and adjacent property, as specified in Article 22-24 Landscaping and Tree Protection of this ordinance.

#### D. Landscaping

1. Parking lots consisting of five (5) or more spaces are required to be landscaped, as specified in Article 22-24 Landscaping and Tree Protection of this ordinance.

#### E. Lighting

1. Parking lots consisting of five (5) or more spaces are required to have outdoor lighting meeting County requirements, as specified in Article 22-25 Outdoor Lighting Control of this ordinance.

#### F. Design Objectives

1. Parking areas and vehicular circulation areas shall be designed to achieve the following objectives:
  - i. to minimize on-site and off-site traffic hazards in order to provide safe and convenient access to the traveling public and to pedestrians,
  - ii. to reduce or prevent congestion on public streets,
  - iii. to facilitate unimpeded flow of on-site traffic in circulation patterns readily recognizable and predictable to motorists, bicyclists, and pedestrians,
  - iv. to facilitate the provision of emergency services,
  - v. to minimize the negative impacts of stormwater runoff on local water quality, and
  - vi. to minimize the disturbance of existing vegetation.

#### G. Signage

1. Parking lots of five (5) or more vehicles are required to have signage, as specified in Article 22-15 Sign Regulations of this ordinance.

#### H. Interconnectivity

1. When possible, parking facilities shall be designed to connect with other parking facilities on adjacent parcels, eliminating the need to use abutting streets for cross-movements.
2. Pedestrian facilities required by this section shall connect with existing sidewalks within or adjacent to the site, if topography and other environmental conditions allow.

#### I. Intersections

1. Intersections of vehicular access aisles and public streets shall have an approach angle not exceeding four (4) percent for a distance of not less than forty (40) feet measured from the edge of the travelway of the public road intersected.
2. Entrances to parking areas from public or private roadways shall be designed and constructed in accordance with Virginia Department of Transportation (VDOT) standards.

3. The centerline of any access point shall be set back from the street line of any intersecting street at least fifty feet (50') or one-half the lot frontage, whichever is greater, except that no required setback shall exceed two-hundred feet (200').
4. The centerlines of any separate access points shall be spaced at least seventy-five feet (75') apart.

#### J. Grades

1. Grades of access aisles not abutting parking spaces shall not exceed ten (10) percent.
2. Grades of parking spaces, loading spaces, and access aisles abutting parking or loading spaces shall not exceed seven (7) percent and cross slope grades shall not exceed four (4) percent.

#### K. Drainage

1. All off-street parking and loading facilities shall be drained to eliminate standing water and prevent damage to abutting property and/or public streets and alleys.
2. The use of low-impact development (LID) techniques to control stormwater runoff generated by parking areas is encouraged. Examples of LID techniques include, but are not limited to, the use of permeable paving materials, rain gardens, bioswales, infiltration trenches, and tree box filters designed to capture stormwater and facilitate on-site infiltration.

#### L. Pedestrian Facilities

1. Sidewalks, pedestrian crosswalks, and other pedestrian facilities shall be provided within all parking facilities for five (5) or more vehicles.
2. Sidewalks shall be located and aligned to directly and continuously connect points of pedestrian origin and destination, and shall not be located and aligned solely based on the outline of a parking lot configuration that does not provide such direct pedestrian access. Connecting walkways shall link building entrances with existing sidewalks along adjacent streets and with existing or proposed sidewalks on adjacent parcels.
3. Sidewalks shall comply with the most recent Virginia Department of Transportation (VDOT) specifications.
4. Sidewalks and other pedestrian facilities shall be separated from off-street parking, on-street parking, and loading and service areas by curbing or other protective devices.
5. Where sidewalks associated with a parking area cross a public or private roadway, a crosswalk shall be clearly marked in accordance with Virginia Department of Transportation (VDOT) standards. The use of remedial treatments, such as raised pedestrian crossings, forecourts and landings, special paving, signs, lights, and bollards, at pedestrian crossings is encouraged.
6. Sidewalks may be paved using hard-surfaced pervious paving materials, such as porous asphalt, porous concrete, or block pavers, as a method of stormwater management, provided that the use of such materials does not compromise the safety of pedestrians.

### M. Stacking Lanes

1. Spaces for stacking of vehicles waiting for access to drive-through windows, automatic teller machines (ATMs), fuel pumps, car washes, and similar uses shall be required.
2. Stacking lanes shall be designed so as not to impede on-site or off-site traffic movements, or movements into and out of parking spaces.
3. Stacking lanes shall be separated from other interior drives or aisles by a raised or painted median, and shall be marked so as to be easily identified from a vehicle.
4. No stacking lane shall be placed between any point of access and parking spaces.
5. All stacking spaces shall be at least ten (10) feet wide and eighteen (18) feet long.
6. Spaces in stacking lanes are required as follows:
  - i. convenience store, filling stations: three (3) spaces per drive-in window and one (1) space per fuel pump.
  - ii. financial institutions with drive-in windows, including ATMs accessible from a vehicle: four (4) spaces per first window or ATM and two (2) spaces per each additional window or ATM
  - iii. drive-in restaurants: eight (8) spaces for the first window and two (2) spaces for each additional window.
  - iv. Carwashes, automatic or drive-through: three (3) spaces per bay
  - v. All other uses with drive-through windows: three (3) spaces per window.

### Sec. 22-26-5. Construction Standards.

- A. All access aisles, parking, and loading facilities for five (5) or more vehicles shall be surfaced in accordance with intensity of usage and such improvement shall not be less than six (6) inches of Virginia Department of Transportation #21 or #21A aggregate base together with prime and double seal or equivalent. The use of hard-surfaced pervious paving materials, such as porous asphalt, porous concrete, or block pavers, is permitted as a method of stormwater management.
  1. The foregoing notwithstanding, the required improvement may be reduced to three (3) inches of gravel in the following cases: (1) for parking for places of worship and other assembly uses where evidence is presented to the Zoning Administrator that these spaces will not be used regularly on a daily basis or more than three times a week; (2) for areas of display or storage of vehicles, mobile homes, machinery or other inventory requiring motor vehicle access for placement; provided, in no case, shall grassed or unimproved areas be devoted to inventory storage; or (3) single or two family dwelling units and uses adjacent or within that unit such as a small home industry, bed and breakfast, home occupation, etc.
  2. Grass pavers may be used, with the approval of the zoning administrator, where it is demonstrated that the vegetation will survive the amount of expected vehicular traffic.
  3. All guardrails in parking and loading facilities shall meet VDOT specifications.

4. All parking and loading facilities shall be marked by painted lines, curbs, wheelstops, bumper blocks, or similar means to indicate individual spaces.

**Sec. 22-26-6. Off-street Loading Spaces.**

- A. All off-street loading spaces shall be provided on the same lot with the use to which they are appurtenant.
- B. All off-street loading spaces shall have a minimum width of twelve (12) feet, a minimum clearance height of 14 ½ feet, and a depth sufficient to accommodate the largest delivery truck serving the establishment, but in no case less than twenty-five (25) feet.
- C. Off-street loading spaces shall be provided in addition to and exclusive of parking spaces on the basis of:
  1. One (1) space for each eight thousand (8,000) square feet of retail space gross feasible area
  2. One (1) space for each eight thousand (8,000) square feet of office space.
  3. One (1) space for each ten thousand (10,000) square feet of industrial area.

**Sec. 22-26-7. Interpretations of Off-street Parking and Loading Requirements.**

- A. The off-street parking and loading requirements are in addition to space for the storage of trucks or other vehicles used in connection with any use.
- B. The off-street parking and loading requirements do not limit special requirements that may be imposed in the case of planned unit developments, conditional uses, or special exceptions.
- C. Where fractional spaces result, the parking spaces and loading spaces required shall be construed to be the next highest whole number.
- D. No inoperable vehicle shall be parked or stored on a lot in any zoning district unless the vehicle is within a fully enclosed building or structure, or are otherwise shielded or screened from view from all public roads and adjoining properties.

**Sec. 22-26-8. Off-street Parking Requirements.**

- A. The off-street parking requirements for various uses are stated on Table 4 2.
- B. The off-street parking requirements for a use not specifically listed in Table 1 shall be determined by the Zoning Administrator based on the characteristics of the proposed uses, the number of residents or visitors, the minimum requirements for similar uses, and any other relevant characteristics. In making the determination, the Zoning Administrator may consider the recommendations of relevant parking studies as well as traffic generation figures, including information provided by the Institute of Traffic Engineers, peak parking demands, and other information.
- C. The number of parking spaces in a parking area may not exceed the number of spaces required by this section by more than forty (40%) percent unless approved by the Planning Commission. To mitigate the environmental and visual impacts of additional impervious cover on the surrounding community, at least one (1) of the following features shall be incorporated into the design upon approval of the excess parking:

1. Additional spaces approved by the Planning Commission will be surfaced using pervious paving material, including, but not limited to, porous asphalt, porous concrete, or block pavers; or
  2. For every two (2) additional spaces approved by the Planning Commission, one (1) tree and three (3) shrubs will be planted on-site, in addition to the requirements specified in Article 22-24: Tree Protection of this ordinance.
- D. A reduction in the number of required parking spaces may, at the written request of the applicant, be granted with the approval of the Zoning Administrator as follows:
1. A reduction in the number of required parking spaces may be granted in any one (1) of the following instances:
    - a. For projects that include fifty (50) or more parking spaces on-site and are located within a designated growth area, the minimum number of parking spaces may be reduced by up to five percent (5%) if the project is located within three-hundred feet (300') of a transit stop and is connected to the transit stop by a sidewalk.
    - b. For projects that include fifty (50) or more parking spaces on-site and are located within a designated growth area, the minimum number of required parking spaces may be reduced by one parking space for every one (1) bicycle space provided on a permanently-constructed bicycle rack, provided that the minimum parking required is not reduced by more than five percent (5%).
    - c. The minimum number of required parking spaces may be reduced by up to ten percent (10%), provided that one (1) tree and three (3) shrubs are planted for every two (2) spaces reduced, in addition to the requirements set forth in Article 22-24: Tree Protection of this ordinance.
    - d. The Zoning Administrator may allow the number of required spaces to be reduced up to ten percent (10%) for projects within a designated growth area that meet new urban/neo-traditional planning principles and further the goals set forth in the Comprehensive Plan. Factors that may be considered when allowing a reduction include the density of the surrounding community; the range of land uses located within convenient walking distance; accessibility to mass transit; and the provision of facilities for bicyclists.
    - e. The Zoning Administrator may allow the number of required spaces to be reduced up to twenty-five percent (25%), provided that a professionally-prepared parking study or similar documentation indicates that a reduction in the minimum parking requirements for a specific building or use would provide adequate parking facilities on-site.
  2. A site may not receive credit for more than one (1) strategy listed above. The possible reductions in the number of required parking spaces are not cumulative.
  3. When a reduction in the number of required parking spaces is permitted, the Zoning Administrator may, at his discretion, require the applicant to reserve space on-site that would accommodate the construction of additional parking in the future. The parking reserve area shall be designated on the site plan, and may not be converted to any other use without amendment of the site plan and the approval of the Zoning Administrator. The parking reserve area shall be sited to allow adequate pedestrian, bicycle, and automobile access, and shall be sized to accommodate a number of parking spaces equal to the amount of the parking reduction awarded. The intent of the parking reserve is to allow expansion of the parking area should the use or parking needs change.

- E. The provisions of this article for the application of individual parking standards for Planned Unit Developments located within the Zion Crossroads Urban Development Area may be modified at the discretion of the Planning Commission, provided that the Applicant submits a parking impact study that fully justifies the modification of the standards based on the mix of uses, the phasing of development, and other factors, including relationship of parking location to individual land uses within the project.

**TABLE 2. OFF STREET PARKING REQUIREMENTS**

USE	PARKING REQUIREMENTS
<b>COMMERCIAL</b>	
Animal Hospital, Veterinary Clinic, Animal Shelter	1 per 300 square feet
Automobile Repair Service Establishments	3 spaces plus 2 spaces for each service bay
Beauty and Barber Shops	2 spaces plus 2 spaces for every barber or beautician chair
Financial Institutions	1 per 250 square feet
Funeral Homes, Churches, other public assembly areas	1 per 4 fixed seats or 75 square feet of assembly area, whichever is greater
Furniture, Carpet, or Appliance Store	1 space per 500 square feet of retail sales area
Gas Stations	1.5 spaces per pump plus 2 spaces for each service bay
Greenhouse; nursery	1 per 250 square feet within retail sales area up to 15,000 gross square feet; 1 per 400 square feet thereafter Plus one per 1,000 gross square feet located in open storage/growing areas
Laundry	1 per 2 washing machines
Restaurant	1 per 100 gross square feet, minimum of 10
Retail Stores	1 per 250 square feet of up to 15,000 gross square feet; 1 per 400 square feet thereafter plus any required stacking lanes
Sale of Motor Vehicles, Mobile Homes, Travel Trailers	1 per 2000 square feet of display area
Shopping Center	
Gross Leasable Square Feet	
1 to 15,000	4 spaces per 1000 feet
15,000 to 50,000	3.5 spaces per 1000 feet
Greater than 50,000	3 spaces per 1000 feet
<b>LODGING</b>	
Country Inns, Boarding & Touring House, Bed & Breakfast	1 per unit
Hotels, Motels	1 per unit plus compliance with the requirements for each particular additional use located on premise.
<b>RECREATION</b>	
Assembly Hall, Dance Hall, Skating Rink	1 per 100 square feet
Indoor Recreation Facilities, Arcades	1 per 200 square feet
Campground	1 per campsite
Golf Course, Driving Range, Miniature Golf	2 per hole
Unspecified Recreational Use	1 per 125 square feet of usable recreation area
Stadiums, Arenas, Theaters	1 per 4 seats

<b>RESIDENTIAL</b>	
Dwellings, single family, two family, mobile homes	2 per unit
Dwellings, multi-family, efficiency/studio	1 per unit
Dwellings, multi-family, one bedroom	1.25 per unit
Dwellings, multi-family, two bedroom	1.5 per unit
Dwellings, multi-family, three or more bedrooms	2 per unit
Assisted Living Facility, Nursing Home	1 space per 3 residents plus 1 space per employee on largest shift
Group Home	0.5 spaces per bed at licensed capacity
<b>OFFICE</b>	
Office	1 space per 300 square feet of up to 15,000 square feet, 5 minimum; 1 space per 350 sq. ft. thereafter
<b>INDUSTRIAL</b>	
Manufacturing	1 per 2 employees on largest shift plus 1 space per company vehicle
Unspecified Industrial Uses	1 per 2 employees on largest shift plus 1 per 250 square feet open to the public
<b>INSTITUTIONAL</b>	
Day Care, Nursery School, Elementary School	1 per 9 pupils
Middle School	1 per 8 pupils
High School	1 per 3 pupils
Library, Museum, Art Gallery, Community Center	1 per 300 square feet
Professional School	1 space per 2 students at maximum capacity plus 1 space per classroom
Post Office	1 per 250 square feet, minimum of 5
<b>UNSPECIFIED</b>	Sufficient parking for average number of employees and visitors

**AN ORDINANCE TO AMEND AND RE-ENACT PORTIONS OF CHAPTER 19,  
ARTICLE 7 “SUBDIVISION DESIGN STANDARDS” AND CHAPTER 19, ARTICLE 8  
“REQUIRED IMPROVEMENTS” OF THE FLUVANNA COUNTY CODE**

BE IT ORDAINED BY THE FLUVANNA COUNTY BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2253, that the Fluvanna County Code be, and it is hereby, amended, by the revisions there to of Section 19-7 and Section 19-8, as follows:

***Article 7. Subdivision Design Standards***

**Sec. 19-7-1. Generally.**

The subdivider and the county shall be mutually responsible for the orderly development of the land. Nothing herein shall be deemed to require the approval of any plat which the Subdivision Agent shall determine to be contrary to sound engineering or surveying practice or which shall constitute a danger to the public health, safety or general welfare. The Subdivision Agent shall review all subdivisions, and may require reasonable changes to the design of such plats to ensure that the development is in conformity with the Comprehensive Plan, rationally designed, suitably adapted to the topography, efficient for the provision of utilities and services, coordinated with the future provision of capital improvements in the surrounding area, and has minimal negative impact on adjoining property. Their discretion shall be guided by the standards set forth in this article.

**Sec. 19-7-2. Rural Cluster subdivisions.**

All subdividers shall strive to conserve the noteworthy features of the parcel to be subdivided and the rural landscape, in accordance with the Comprehensive Plan and the purpose of this chapter. To achieve these objectives, the subdivider shall follow the process set forth below in developing rural cluster subdivisions for the subdivision of a tract. All major subdivisions in the A-1 Agricultural General Zoning District Classification shall be Rural Cluster subdivisions and subject to this section.

- (a) Determine the number of lots desired, not exceeding the number allowed to be subdivided from the tract under the density provisions of Chapter 22;
- (b) Delineate areas of the tract to be conserved due to their noteworthy features and value to the continued rural character of the county, including, but not limited to, lands with high value for continued agricultural or forestry production, high scenic value including riparian corridors and wildlife habitat; high environmental sensitivity such as steep slopes, wetlands, floodplains; high recreational value and/or having noteworthy historical, natural, or cultural features;
- (c) Locate potential house sites on the area of the tract not delineated as conservation areas, with due consideration for topography, soil suitability for construction and septic system use, and efficient service by public or central water and/or sewerage systems, as applicable;
- (d) Align streets to serve house sites, with due consideration for topography and connections to existing, planned or potential streets in adjacent areas, and align pedestrian trails if planned; and

- (e) Delineate boundaries of individual residential lots and any residue, in accordance with the lot size, dimension, setback, and yard requirements of Chapter 22.

**Sec. 19-7-3. Rational design.**

Lot sizes and shapes, block sizes and shapes, and street networks and alignments shall be designed in accordance with accepted planning practices to produce a rational and economical system without undue clearing or grading.

**Sec. 19-7-4. Suitability to topography.**

If the site contains floodplains, wetlands or slopes steeper than 20%, the proposed development shall be designed to protect against such dangers as erosion, sedimentation, flooding, landslide or subsidence.

**Sec. 19-7-5. Infrastructure.**

All streets, water systems, sewer systems, storm drainage systems, solid waste collection systems, and other utilities and services shall be coordinated with the existing and planned systems in the surrounding area, and shall be designed and constructed so as to minimize the cost of operation and maintenance and so as to maximize the safety, convenience and efficiency thereof. All lots shall be designed to provide for safe and convenient vehicular access to public streets. Driveway locations, which shall conform to good engineering practice and, in particular, to the regulations of the Virginia Department of Transportation, shall be specified on the plat.

**Sec. 19-7-5.1. Street layout.**

The following requirements and standards of street layout shall apply:

- (a) The subdivision street layout shall conform in all essential respects with any adopted small area plan and the transportation element and other aspects of the Comprehensive Plan. Proposed streets shall provide for the continuation of existing, planned or platted streets on adjacent tracts, unless such continuation shall be prevented by topography or other physical condition, or unless such extension is found by the Subdivision Agent to be unnecessary for the coordination of development between the subdivision and such adjacent tract.
- (b) Where the subdivision abuts or contains an existing public road, the Subdivision Agent may require that measures be taken to reduce the impact of heavy traffic on the lots abutting or fronting upon such road, and to conserve the capacity of such road to serve through traffic, by one of the following means:
  - 1. By providing vehicular access to such lots by means of a service drive separated from the existing public road by a planting strip and connecting therewith at infrequent intervals.

2. By designing reverse frontage lots having access only from a parallel minor street or from cul-de-sac or loop streets, and with vehicular access to such lots from the existing public road prohibited by deed restrictions or other means.
3. By increasing setbacks by not less than 25% for all structures and requiring the joint use of driveways.

The choice of the most appropriate method of accomplishing the desired purpose in a specific instance shall be made by the Subdivision Agent giving consideration to topography and other physical conditions, the character of existing and contemplated development in the subdivision and its surroundings, and other pertinent factors.

- (c) Cul-de-sacs shall serve five or fewer lots, and shall be connected to other streets by pedestrian paths.
- (d) Intersections of streets shall be at an angle as nearly 90 degrees as topography and good design will permit.
- (e) Alleys may be provided in the rear of lots.
- (f) Cross access easements may be provided for any commercial, multi-family, and industrial subdivision and shall meet the surfacing requirements of the proposed off-street parking as required by the type of use and development contemplated, in compliance with Chapter 22 of this code. Any such easement is subject to the approval of the County Attorney.

#### **Sec. 19-7-5.2. Lot layout.**

The lot arrangement, design and orientation shall be such that all lots will provide satisfactory building sites, properly related to topography and the character of surrounding development. All lots shall be designed to provide for safe and convenient vehicular access to public streets.

- (a) Where lots must have direct access to an existing thoroughfare rather than an internal street, driveway locations shall conform to good engineering practice and, in particular, the regulations of the Virginia Department of Transportation. Joint access driveways shall be provided where practical. All restrictions regarding lot access and driveway location shall be specified on the plat.

If a tract is subdivided into fewer lots than the maximum allowed by its zoning classification, or the Comprehensive Plan designates the tract for a higher density of development than its present zoning classification allows, the Subdivision Agent may require the subdivider to arrange the lots so as to allow the opening of future streets and logical further subdivision.

- (b) The dimensions and layout of lots reserved or planned for commercial, multi-family, and industrial purposes shall be adequate to provide for any off-street parking and service facilities required by the type of use and development contemplated, in compliance with Chapter 22 of this code. The Subdivision Agent may require the subdivider to demonstrate compliance by providing a schematic layout of the anticipated development of such lots.

#### **Sec. 19-7-5.3. Easements.**

Where a proposed subdivision is traversed by any stream, water course or drainageway, or a drainageway is proposed, the subdivider shall make adequate provision for the proper drainage of surface water, including the provision of easements along such streams, water courses, and drainageways. The Subdivision Agent may require permanent easements of appropriate width for poles, wires, conduits, storm and sanitary sewers, gas, water mains, and other public utilities, and temporary easements for the future construction thereof, along all lot lines and in other locations deemed necessary to adequately and efficiently serve all subdivision lots and the surrounding area. Such easements may be required for both existing and planned utilities.

#### **Sec. 19-7-5.4. Lands designated for public or common ownership.**

When the subdivider proposes to designate lands for public or common ownership, the following standards shall apply:

Where the proposed subdivision includes lands proposed for use as public parks, school sites, or public water or sewer provision under the Comprehensive Plan, the Subdivision Agent shall request the subdivider to indicate the location of such lands on the subdivision plat. The Subdivider shall also provide the written agreement for the acquisition of the lands or facilities between the subdivider and the receiving agency. No public agency is compelled by this chapter to accept any proposed land or facilities.

#### **Sec. 19-7-6. Phasing.**

If the subdivider desires to complete the improvements shown on the preliminary plat over a period of more than one year, he may submit a preliminary plat showing the entire development at completion, and delineating two or more phases to be improved in succession, together with a schedule for completion of each phase. After such plat has been approved, he may construct the improvements in, and submit a final plat for, each phase, consistent with the approved schedule. Pursuant to the requirements of Section 15.2-2241(5) of the Code of Virginia, if a developer records a final plat which is a section of a subdivision as shown on an approved preliminary plat, the developer shall have the right to record the remaining sections shown on the preliminary plat for a period of five years from the recordation date of the first section.

**Sec. 19-7-7. Noise, glare and pollution.**

The proposed development shall be designed to minimize the impact of noise, glare and pollution on adjoining property, and to protect the surrounding lands from the same.

**Sec. 19-7-7.1. Riparian protection areas.**

To protect local water quality, all major subdivisions shall reserve a riparian protection area in accordance with the following requirements:

1. The riparian protection area shall be at least 50 feet wide along both sides of all intermittent streams, at least 75 feet wide along both sides of all perennial streams, and at least 100 feet wide along both sides of the Hardware River, Rivanna River, and James River.
2. Indigenous vegetation, including existing ground cover, shall be preserved to the maximum extent practicable, consistent with the use or development proposed. Dead, diseased, or dying vegetation may be pruned or removed as necessary, pursuant to sound horticultural practices. No logging or silvicultural activities may take place within the riparian protection area.
3. No portion of any on-site sewerage system, drain field, reserve drain field, or building shall be placed within the riparian protection area. This statement shall be on all plats and site plans of affected lots.
4. If otherwise authorized by the applicable regulations of this chapter, the following types of development shall be permitted within the riparian protection area, provided that the requirements of this section are met:
  - a. A building or structure which existed on the date of adoption of this article may continue at such location. However, nothing in this section authorizes the replacement, expansion, or enlargement of such building or structure.
  - b. On-site or regional stormwater management facilities and temporary erosion and sediment control measures, provided that:
    - a. To the extent practical, as determined by the agent, the location of such facilities shall be outside of the riparian protection area.
    - b. No more land shall be disturbed as necessary to provide for the construction and maintenance of the facility, as determined by the agent.
    - c. The facilities are designed to minimize impacts to the functional value of the riparian protection area and to protect water quality; and
    - d. Facilities located within a floodplain adhere to the floodplain regulations of the County Code.
  - c. Water-dependent facilities; water wells; passive recreation areas, such as pedestrian trails and bicycle paths; historic preservation; archaeological activities, provided that all applicable federal, state and local permits are obtained. All pedestrian trails and bicycle paths shall be constructed using permeable paving materials.
  - d. Stream crossings of perennial and intermittent streams for roads, streets, or driveways, provided that the stream buffer disturbance shall be the

minimum necessary for the lot(s) to be used and developed as permitted within the underlying zoning district. Stream crossings shall not disturb more than thirty (30) linear feet of stream for driveways and sixty (60) linear feet for roads or streets, provided that the agent may allow additional length of stream disturbance where fill slopes or special conditions necessitate additional length.

5. The Subdivision Agent may allow for a modification of the riparian protection area requirements by providing alternative measures for riparian protection, by means of substitution of materials, design, or technique, which the Subdivision Agent determines to provide the same or greater degree of riparian protection compared to such area requirements and is determined by the Subdivision Agent to be reasonably necessary to permit reasonable uses of the property which are otherwise permitted by law. A request for a modification shall be submitted and evaluated as follows:

- a. At a minimum, a request for any modification shall include the following information:
  1. A site map that includes the locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by a field survey;
  2. A description of the shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property;
  3. A detailed site plan that shows the locations of all existing and proposed structures and impervious cover and the limits of all existing and proposed land disturbance. The exact area of the riparian protection area to be affected shall be accurately and clearly indicated;
  4. Documentation of unusual hardship should the requirements be maintained;
  5. At least one alternative plan, which meets the requirements of this section, or an explanation of why such a plan is not feasible;
  6. A stormwater management plan, if applicable;
  7. A calculation of the total area of intrusion into the riparian protection area; and
  8. Proposed mitigation, if any, for an intrusion into the riparian protection area. If no mitigation is proposed, the request must include an explanation of why none is being proposed.
- b. The following factors will be considered by the Subdivision Agent in determining whether to issue a modification:
  1. The shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property;
  2. The locations of all streams and waterways on the property, including along property boundaries;
  3. Whether alternative designs are possible which require less intrusion or no intrusion into the riparian protection area;

4. The long-term and construction water-quality impacts of the proposed modification; and
5. Whether allowance of the modification is at least as protective of natural resources and the environment, including local water quality.

**Sec. 19-7-8. Compliance with Chapter 22 of this code.**

No subdivision plat shall be approved unless and until it shall be determined that the same complies with Chapter 22 of this code. Subdivisions that are prepared consistent with approved Master Plans as provided in Chapter 22 of this code, shall be subject to the street and lot layout design and improvement standards provided for in that Master Plan.

***Article 8. Required Improvements***

**Sec. 19-8-1. Streets.**

An adequate system of streets shall be constructed to provide access from all lots to the state highway system.

- (a) In any major subdivision, as defined herein, all streets shall be designed and constructed in conformance with the Virginia Department of Transportation's subdivision street requirements. Preliminary plans for all such streets shall have been approved by the Virginia Department of Transportation prior to approval of the preliminary plat.
- (b) Proposed street names shall be shown on the preliminary plat, and may be changed by the Subdivision Agent. Names of new streets shall not duplicate names of existing streets, irrespective of suffixes. Any street that is a continuation of an existing street shall bear the name of the existing street. The governing body may institute a fee in order to acquire and install all street identification signs. Where a street is planned for future extension, and a stub street serving three or more lots is proposed for construction as part of a subdivision, a temporary turnaround shall be provided on such stub street. Such turnaround shall be of adequate location, size and design as determined by the Subdivision Agent. All stub streets shall be marked with a metal sign clearly providing public notice that the street is subject to future extension.
- (c) Any private road in a subdivision which will not be constructed to Virginia Department of Transportation standards shall be located in a right-of-way or easement at least 50 feet in width and shall be so designed and built as to provide adequate access by ordinary passenger vehicles in all weather, in accordance with the provisions of this section as set forth hereinafter. All lots that are within a subdivision which is served by any private road shall be prohibited direct vehicular access from an existing public road by deed restriction or other means. Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for

commercial or industrial uses, no lot served by a private road may be less than 10 acres in area, and no such private road shall serve more than 5 lots. The plat, and each deed, shall clearly state that the county and Commonwealth are not responsible for the maintenance of the roads. A road maintenance agreement, approved by the county attorney and the Subdivision Agent, shall be filed with the deeds of all lots to be served by such private road. Such agreement shall require the landowners, jointly and severally, to cooperate in and pay for the maintenance of the road such that emergency vehicles and other necessary traffic can reach all of the lots with reasonable ease. Each plat showing any such private road shall contain a certification from a registered surveyor or engineer in substantially the following form: “The private road shown on this plat will provide reasonable access to all lots served by such road by emergency vehicles and ordinary passenger vehicles as required by Section 19-8-1 of the Fluvanna County Code.” Private roads shall conform to the following minimum specific construction standards:

<b>Number of Lots</b>	<b>Right-of-Way Width</b>	<b>Minimum Width of Travelway</b>	<b>Surface Treatment</b>	<b>Minimum Ditchline</b>	<b>Maximum Grade</b>
1-5	50 feet	14 feet	Gravel (#25 or #26), 3 inches in depth over suitable base	4 feet in width, with a minimum of 4% slope from the travelway and ditches a minimum of 18 inches in depth	9%

(Ord. 11-17-04)

**Sec. 19-8-2. Water supply.**

The subdivider shall provide evidence satisfactory to the Subdivision Agent that each lot which is proposed to be created shall have available to it potable water sufficient in quantity and quality to provide for the uses to which such lot may lawfully be put. For any major subdivision, all phases included, one or more sources of water of acceptable quality and quantity shall be approved by the county prior to submittal of the preliminary plat. The water supply shall meet all applicable federal, state and local regulations and the Hydrogeologic Test Requirements.

**Sec. 19-8-2.1. Hydrogeologic test requirements.**

*Prior to the approval of the preliminary plat, the subdivider shall provide evidence that the parcel proposed to be subdivided has sufficient supply of potable water to serve each of the*

proposed lots. In the case of a subdivision which is proposed to be served by either a public water system, a public service company or a central water supply, the subdivider shall demonstrate that the subdivision has a capacity equal to 1 gallon per minute for each proposed lot after a 48 hour continuous constant rate test. (Ord. 03-15-06)

**Sec. 19-8-2.2. Quality.**

Water quality shall comply with the requirements defined in the Virginia Department of Health Waterworks Regulations.

**Sec. 19-8-2.3. Quantity.**

If the proposed subdivision is to be served by individual groundwater wells, the sufficiency of the quantity of water shall comply with the requirements of the Virginia Department of Health Private Well Regulations at the time that a certificate of occupancy is sought as to any occupied building on each lot. If any subdivision is to be served by an existing public or central water system, the subdivider shall obtain a certificate of availability from the operator of the water system. If it is to be served by a new public or central water system, the subdivider shall obtain the necessary permits from all applicable reviewing bodies, including, without limitation, the governing body, the State Corporation Commission, the Virginia Department of Health and the Virginia Water Control Board, and approval of the design and written commitment to operate and maintain the system from an agency approved by the county. (Ord. 06-21-06)

**Sec. 19-8-2.4. Fire protection.**

The subdivider shall make reasonable provision for fire protection. For any subdivision with a public or central water system, the subdivider shall provide a fire protection system consisting of fire hydrants at intervals of no more than 1,000 feet served by water lines six inches or larger in diameter, or a system of comparable effectiveness. Such plans shall be reviewed and approved by the Fluvanna County Fire Department Chief prior to preliminary plat approval.

**Sec. 19-8-2.5. Maintenance.**

Upon their completion and final approval, all water systems, other than those connected to a public system, shall be dedicated to an agency approved by the county for ownership, operation and maintenance.

**Sec. 19-8-3. Wastewater treatment.**

A wastewater collection, treatment and disposal system shall be provided to remove wastewater from the proposed development without undue threat of contamination of surface water or groundwater. Such preliminary plans shall have been approved by the Virginia Department of Environmental Quality or appropriate state agency prior to approval of the preliminary plat.

- (a) If individual sewerage systems are proposed, the subdivider shall demonstrate that each lot which is proposed to be created complies with Section 22-17-10 of this code. (Ord. 9-17-08)
- (b) If a central sewerage system is proposed, the subdivider shall secure approval of the design, and written commitment to operate and maintain the system, from an agency approved by the county, including any special use permit which is required pursuant to Chapter 22 of this code<sup>1</sup>, prior to approval of the preliminary plat. (Ord. 9-17-08)
- (c) If a proposed system is subject to regulation by the any state agency, the subdivider shall secure the necessary permits prior to plat approval.

**Sec. 19-8-3.1. Maintenance.**

Upon their completion, all central sewerage systems, other than those connected to a public system, shall be dedicated to an agency approved by the county for ownership.

**Sec. 19-8-4. Storm drainage.**

Proper and adequate storm drainage systems shall be installed as required by the Virginia Department of Transportation and/or Chapter 6 of this code, such that the proposed development will not result in undue increase in runoff, erosion or sedimentation to any downhill or downstream area. Such plans shall have been reviewed by the Soil and Water Conservation District office, and approved by the county and the Virginia Department of Transportation, as applicable, prior to the approval of the preliminary plat.

- (a) Wherever required by the Virginia Department of Transportation, or under an approved Master Plan or Conditional Zoning provisions of Chapter 22, concrete curb and gutter shall be installed along both sides of street serving 200 or more lots, and on at least one side of every street serving 50 or more lots, and an engineered storm drainage system shall be installed. The use of perforated curbs and cul-de-sacs with landscaped islands is permitted. All such improvements shall comply with Virginia Department of Transportation standards.
- (b) Drainage easements of an appropriate width, not less than six feet, shall be reserved where necessary, and shall be shown on the plat.
- (c) All streets and building sites shall be at least one foot above the floodplain elevation.
- (d) The use of low-impact development (LID) techniques to control stormwater runoff is encouraged. Examples of LID techniques include, but are not limited to, the use of permeable paving materials, rain gardens, bioswales, infiltration

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<sup>1</sup> *Editor's Note:* Capitalization corrected by editor.

trenches, and tree box filters designed to capture stormwater and facilitate on-site infiltration.

**Sec. 19-8-5. Monuments.**

Iron rods or pipes shall be set at all lot corners and at all points of curvature or tangent on streets. Rods or pipes shall be at least one-half inch in diameter and 24 inches long, and shall be set flush with the finished grade.

**Sec. 19-8-6. Recreation.**

For any major subdivision, as defined in this chapter, if the average lot size for that subdivision is five acres or less, except for Rural Cluster Subdivisions, the subdivider shall provide space and facilities for recreation. Such space shall be clearly labeled on the plat, and shall be dedicated to an entity approved by the county for ownership and maintenance.

- (a) Space for recreation shall be provided at the rate of 5,000 square feet per lot in the subdivision or 15% of the total acreage of the subdivision, whichever is more. This area shall not be developed for parking, roadways, refuse collection, or similar use. An area of  $\frac{1}{2}$  acre or more shall be located within  $\frac{1}{2}$  mile of each proposed dwelling unit as part of the recreation area, and shall be improved with facilities for sports, picnicking, tot lot equipment, active playground with equipment, or similar uses.
- (b) Each area reserved for recreation shall be of a size and shape conducive to the proposed recreational use.

**Section 19-8-7. Utilities.**

For major and minor subdivisions, all utilities including, but not limited to, wires, cables, pipes, conduits and appurtenant equipment for electric, telephone, gas, cable television, or similar services shall be placed underground except, however, the following shall be permitted above ground.

- (a) Electric transmission lines and facilities in excess of 50 kilovolts.
- (b) Equipment, including electric distribution transformers, switch gear, meter pedestals, telephone pedestals, streetlighting poles or standards, radio antennae, traffic control devices, and associated equipment which is, in conformance with accepted utility practices, normally installed above ground.
- (c) Meters, service connections and similar equipment normally attached to the outside wall of a customer's premises.
- (d) Temporary above ground facilities required in conjunction with an authorized construction project.

- (e) Existing utilities located above ground in proposed subdivisions may be maintained, repaired or upgraded to maintain current levels of service.
- (f) Whenever any existing above ground utilities internal to a major subdivision require relocation for any reason they shall be placed underground.

### **Sec. 19-8-8. Sidewalks**

For all major subdivisions within all zoning districts, sidewalks shall be provided along both sides of all proposed public roads and private roads with a sidewalk compliant with current VDOT standards.

Sidewalks shall also provide connections to active or passive open space, schools, or to adjacent commercial and residential developments.

Sidewalks may be paved using hard-surfaced pervious paving materials, such as porous asphalt, porous concrete, or block pavers, as a method of stormwater management, provided that the use of such materials does not compromise the safety of pedestrians.

(Ord. 5-4-11)

#### **Sec. 19-8-8.1. Sidewalk variation**

A variation to the sidewalk regulations may be granted by the Planning Commission for projects where:

- a) The Virginia Department of Transportation prohibits the construction of sidewalks;
- b) The physical conditions on the lot or adjoining lots, including but not limited to, existing structure and parking areas, existing utility easements, environmental features, or the size and shape of the lot, make it impossible or unfeasible to provide the required sidewalks;
- c) The application of the before mentioned requirements would not further the goals of the Comprehensive Plan or otherwise serve the greater public's health, safety, and welfare.

The applicant shall file a written request with the Department of Planning and Community Development stating why application of a sidewalk variation is necessary and how the before mentioned circumstances may apply to the property.

The Planning Commission shall act on the variation request in conjunction with the county's action on the site plan, subdivision plat or special use permit or, if no such action is required, within sixty (60) days of the date the application was submitted and determined to be complete. The Planning Commission may grant the variation if it determines that one or more applicable circumstances exist. In granting a variation, the Planning Commission may impose conditions deemed necessary to protect the public health, safety, or welfare.

The denial of a variation, or the approval of a variation with conditions objectionable to the applicant, may be appealed to the Board of Supervisors. In considering a variation on appeal, the Board of Supervisors may grant or deny the variation based upon its determination of whether one or more applicable circumstances exist, amend any condition imposed by the Planning

Commission, or impose any conditions deemed necessary to protect the public health, safety, or welfare.

### **Section 19-8-9. Street trees.**

Street trees shall be required along existing or proposed public streets within or adjacent to any major subdivisions within an average lot site of one (1) acre or less. The placement of street trees shall be in accordance with Virginia Department of Transportation (VDOT) standards and shall not be located within any sight triangle. The required plantings shall be located either within the right-of-way itself or within a ten-foot (10') strip continuous to such right-of-way. Existing trees within a caliper of eight inches (8") or greater located within ten feet (10') of the right-of-way may be used to satisfy the planting requirement, provided the trees are protected in accordance with the standards contained in the Virginia Erosion and Sediment Control Handbook. Appropriate provisions shall be made for the permanent maintenance and preservation of the required street trees, to the reasonable satisfaction of the county attorney. Such provisions may include a landscape easement dedicated to the property owners' association or other entity approved by the county attorney. The street trees shall be planted at the following rate:

- (a) One (1) large shade tree shall be required for every fifty (50) feet of road frontage; or
- (b) One (1) medium shade tree shall be required for every forty (40) feet of road frontage.

### **Section 19-8-10. Landscape Preservation Buffers.**

All reverse frontage lots within all zoning districts shall provide a landscape preservation buffer along all interstate, arterial and collector roads and all scenic byways, as designated by the Virginia Department of Transportation (VDOT).

- (a) The minimum width of landscape preservation buffers shall be forty feet (40') measured from the edge of the existing or reserved right-of-way. Along all scenic byways, the landscaped buffer shall be no less than one-hundred feet (100') in width.
- (b) Appropriate provisions shall be made for the permanent maintenance and preservation of the required landscape preservation buffers, to the reasonable satisfaction of the county attorney. Such provisions may include a landscape preservation easement dedicated to the property owners' association or other entity approved by the county attorney.
- (c) The preservation of existing trees and shrubs within the required landscape preservation buffers shall be maximized to provide continuity and improved screening. All trees located within the buffer shall be retained, unless removal is necessary to accommodate utilities that run generally perpendicular to the buffer. Where necessary, the buffer shall be supplemented with a combination of trees and shrubs, both evergreen and deciduous. Berms constructed within the landscape preservation buffer shall be no taller than five feet (5') in height; have a slope no steeper than 2:1; disturb as little existing vegetation as possible; and have a non-linear, undulating form.

- (d) Dead, diseased, or dying vegetation may be pruned or removed as necessary, pursuant to sound horticultural practices. No logging or silvicultural activities may take place within the landscape preservation buffer.
- (e) Fences or walls may be constructed within the landscape preservation buffer, provided that such features are no taller than five feet (5') in height and are designed to be compatible with the rural nature of the surrounding area.
- (f) Any plantings required by County Code may be located within the landscape preservation buffer.
- (g) A modification to the requirements of this section may, at the written request of the applicant, may be granted with the approval of the Subdivision Agent in the following instances:
  1. The application of the requirements set forth in this section, due to the size, shape, location, or topography of the property or other unusual conditions, would preclude a reasonable use of the lot;
  2. A subdivision within a designated growth area meets new urban/neo-traditional planning principles and furthers the goals set forth within the Comprehensive Plan; or
  3. Building elevations visible from public right-of-ways incorporate high-quality materials and architectural elements that complement the positive features of nearby development and/or historic structures in the area. Examples of high-quality materials include, but are not limited to, brick and stone for use on building facades, and cedar shingles, slate shingles, architectural-grade asphalt shingles, and standing-seam metal for roofs. Examples of high-quality architectural elements include, but are not limited to, dormers; masonry chimneys; porches; balconies; divided-light windows; window shutters; decorative trim and hardware.

## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: September 5, 2012

<b>SUBJECT:</b>	Resolution – Restoration of Aid to Localities
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors approved the resolution “ Restoration of Aid to Localities.”</b>
<b>STAFF CONTACT:</b>	Mr. Steven M. Nichols, County Administrator
<b>RECOMMENDATION:</b>	Approve
<b>TIMING:</b>	Immediate
<b>DISCUSSION:</b>	VML urges members to petition governor, legislature to end 'local aid to the commonwealth.' After three consecutive years of state budget surpluses, it is time for the state to quit forcing local governments to shoulder so many of State responsibilities. A draft letter and draft resolution follow to use in building the momentum needed to abolish local aid to the commonwealth. VML asks its members to send their own documents to Gov. Bob McDonnell and their General Assembly delegation. It is important to act and to act soon before state leaders obligate the undesignated portion of the budget surplus.
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	Letter to Governor McDonnell Resolution – Supporting Restoration of State Funding for Aid to Localities



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

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## BOARD OF SUPERVISORS

Shaun V. Kenney, Chairman  
*Columbia District*

Robert Ullenbruch, Vice Chair  
*Palmyra District*

Donald W. Weaver  
*Cunningham District*

Mozell H. Booker  
*Fork Union District*

Joseph C. Chesser  
*Rivanna District*

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## STAFF

Steven M. Nichols  
*County Administrator*  
[snichols@co.fluvanna.va.us](mailto:snichols@co.fluvanna.va.us)

Mary L. Weaver  
*Clerk to the Board*  
[mweaver@co.fluvanna.va.us](mailto:mweaver@co.fluvanna.va.us)

September 5, 2012

Honorable Robert F. McDonnell  
Governor  
Commonwealth of Virginia  
P.O. Box 1475  
Richmond, VA 23218

Dear Governor McDonnell:

Enclosed you will find a resolution from the Fluvanna County Board of Supervisors indicating our concern over the \$50 million reduction in financial assistance to localities for certain state-mandated and state-high priority services. Our elected officials request that you submit a budget amendment in the next legislative session to restore the cut in FY13 and to eliminate it altogether in FY14.

We recognize that state revenues dropped during the recent recession and that the financial belt had to be tightened. But while the state has enjoyed budget surpluses in each of the last three fiscal years, we have coped with weak real estate revenues that have forced spending reductions and cutbacks in services.

I might add that I am not aware of even one mandate for the state-mandated and state-high priority services identified in the *aid to local governments reversion program* that has been modified or eliminated by the state. Now that another state budget surplus has been achieved, we request that you keep localities in mind and put an end to this practice.

Thank you for your consideration of this matter.

Sincerely,

Steven M. Nichols  
County Administrator

Cc:  
State Senator(s)  
House Delegate(s)



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

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, September 5, 2012, in Palmyra, Virginia, the following action was taken:

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Present

Shaun V. Kenney, Chairman  
Robert Ullenbruch, Vice Chairman  
Mozell H. Booker  
Joseph Chesser  
Donald W. Weaver

Vote

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On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and carried by a vote of \_\_\_\_\_, the following resolution was adopted.

**RESOLUTION**

**SUPPORTING RESTORATION OF STATE FUNDING FOR AID TO LOCALITIES**

**Whereas**, state financial assistance for mandated and high priority programs, including public education, health and human services, public safety and constitutional officers, was \$800 million less in FY12 than in FY09 and almost \$500 million less in FY13 than in FY09; and  
**Whereas**, cities and counties must balance their budgets during a time in which future state assistance is unreliable, federal stimulus dollars are depleted, and real estate assessments are either stagnant or in decline; and

**Whereas**, the Appropriation Act contains \$50 million in across-the-board cuts to cities and counties for FY13 and \$45 million in FY14, under which localities are required to either elect to take reductions in particular state aid programs, or to send the State a check for the amounts determined by the Department of Planning and Budget ("Local Aid to the Commonwealth"); and

**Whereas**, the reductions are applied to essential services, including law enforcement, jail administration, foster care and child protection services, election administration and social services; and

**Whereas**, the County of Fluvanna does not have the authority to unilaterally decide to discontinue providing services such as election administration or to refuse to house and care for state prisoners in local and regional jails; and

**Whereas**, the state budget cuts are not accompanied by any reductions in state-imposed mandates, standards and service requirements, nor do they provide any administrative flexibility for local agencies; and

**Whereas**, the County of Fluvanna remitted \$154,378 in FY12 and will be required to remit another \$123,277 in FY13; and

**Whereas**, cities and counties will have provided the state with \$270 million by the close of FY13 for this "Local Aid to the Commonwealth" program; and

**Whereas**, these reductions shift state costs to local taxpayers and artificially increases the amount of state surplus revenue; and

**Whereas**, state revenues have continued to recover and the state has experienced a budget surplus for the third consecutive year; and

**Whereas**, revenue collections for the County of Fluvanna continue to reflect the struggling housing market; and

**Whereas**, the state should not shift its share of the costs for mandates and responsibilities to local governments; **now, therefore, be it**

**Resolved**, that the County of Fluvanna Board of Supervisors asks Governor Bob McDonnell to submit a budget amendment to the 2013 session of the General Assembly to reverse the \$50 million-a-year reduction for the current year, FY13, and to eliminate the aid to localities reduction in FY14; and further, be it

**Resolved**, that the members of the General Assembly support a budget amendment to the 2013 session of the General Assembly to reverse the \$50 million-a-year reduction for the current year, FY13, and to eliminate the aid to localities reduction in the budget for FY14

Adopted this 5<sup>th</sup> day of September, 2012  
By the Fluvanna County Board of Supervisors

ATTEST

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Mary L. Weaver  
Clerk to the Board of Supervisors

**BOARD OF SUPERVISORS AGENDA ITEM**

**Meeting Date:** September 5, 2012

<b>SUBJECT:</b>	Ratify and accept DMV US DOT Highway Safety Funds grant award
<b>MOTION(s):</b>	<ol style="list-style-type: none"><li>1) I move to ratify the application and accept the Virginia's Highway Safety Program award from the Department of Motor Vehicles (DMV) in the amount of \$10,500 to fund a Sheriff's Office traffic safety program.</li><li>2) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation in the amount of \$10,500 and to transfer \$5,250 in Vehicle Fuel from the Sheriff's budget for match.</li></ol>
<b>STAFF CONTACT:</b>	Pat Groot, Grants Administrator
<b>RECOMMENDATION:</b>	Ratify and accept DMV US DOT Highway Safety Funds grant
<b>TIMING:</b>	Due prior to October 1, 2012
<b>DISCUSSION:</b>	<ul style="list-style-type: none"><li>• Grant funds will be used for salary costs associated with check-points and patrols.</li><li>• Lt. Hurd is to be commended for obtaining this grant.</li></ul>
<b>FISCAL IMPLICATIONS:</b>	<ul style="list-style-type: none"><li>• Federal grant award of \$10,500.</li><li>• An additional match of \$5,250 is required and will be met through "in-kind contributions" derived from fuel costs for vehicles, or other costs associated with the saturation or selection check points or patrols.</li><li>• No additional County cash is required, only funds already budgeted are to be used for match.</li><li>• A budget transfer from the current Sheriff's budget will move \$5,250 from Fund 100 vehicle fuel to the appropriate grant lines.</li><li>• Award period: October 1, 2012 with all expenses incurred by September 30, 2013. No extensions are allowed.</li><li>• This grant originates from federal funds National Highway Safety Act funds administered by the Virginia Department of Motor Vehicles.</li><li>• CFDA No 20.607</li></ul>
<b>POLICY IMPLICATIONS:</b>	Selective check-points and patrols for DUI enforcement will be conducted to assist the Sheriff's Office in policing DUI and other traffic violations.
<b>LEGISLATIVE HISTORY:</b>	Competitive grants awarded from DMV in fiscal years 2005, 2008, 2010, 2011, 2012 for traffic enforcement (overtime and equipment)
<b>ENCLOSURES:</b>	Award document

**Purpose:** Virginia's Highway Safety Program Subgrantees use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions:** Subgrantees must read the contract, complete all applicable information on the first page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subgrantee: Fluvanna County

Project Title: Selective Enforcement - Alcohol

Project Number/CFDA Number: 154AL-2013-53344-5059-20.607

Grant Award Amount: \$10,500.00

Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration

Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2012, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2013. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2013.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Subgrantee certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subgrantee's signature below indicates that the Subgrantee has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Subgrantee's proposal; and the letter awarding the grant to the Subgrantee constitutes the entire agreement between the Department and the Subgrantee, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subgrantee's proposal; and (8) grant award letter.

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Subgrantee:**

**For Virginia Department of Motor Vehicles:**

\_\_\_\_\_  
Name and Title of Project Director (print)

John Saunders  
\_\_\_\_\_  
Director, Virginia Highway Safety Office (print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Approving Official (print)  
Subgrantee's DUNS Number \_\_\_\_\_

Does your locality/legal entity expend \$500,000 or more annually in total federal funds? (check one)  Yes  No

\_\_\_\_\_  
Signature Date



Department of Motor Vehicles  
Grant Budget Lines

Date Run: 09- AUG- 2012

154AL-2013 - 53344 - 5059 - Fluvanna County

PM: STADER, DOUG

Project Director Initials

Date

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Approximately 300 hours overtime @ \$35.00 per hr.	1	10,500.00	10,500.00	10,500.00	0.00
Other Direct Costs	Match: fuel and vehicle maintenance	1	5,250.00	5,250.00	0.00	5,250.00
			<b>Total:</b>	<b>15,750.00</b>	<b>10,500.00</b>	<b>5,250.00</b>

Subgrantee Name: \_\_\_\_\_ Project #: \_\_\_\_\_

**STATEMENT OF WORK AND SPECIAL CONDITIONS**

1. Goals and Specific Program Elements. The goals and specific program elements of the Subgrantee's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2012 through December 31, 2012

Estimated \_\_\_\_\_ number of overtime hours to be used

Estimated \_\_\_\_\_ number of checkpoints

Estimated \_\_\_\_\_ number of saturation patrols

For January 1, 2013 through March 31, 2013

Estimated \_\_\_\_\_ number of overtime hours to be used

Estimated \_\_\_\_\_ number of checkpoints

Estimated \_\_\_\_\_ number of saturation patrols

For April 1, 2013 through June 30, 2013

Estimated \_\_\_\_\_ number of overtime hours to be used

Estimated \_\_\_\_\_ number of checkpoints

Estimated \_\_\_\_\_ number of saturation patrols

July 1, 2013 through September 30, 2013

Estimated \_\_\_\_\_ number of overtime hours to be used

Estimated \_\_\_\_\_ number of checkpoints

Estimated \_\_\_\_\_ number of saturation patrols

Project Director \_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

Subgrantee Name: \_\_\_\_\_ Project #: \_\_\_\_\_

*Goals and Specific Program Elements, continued*

- b. To conduct a minimum of \_\_\_\_\_ checkpoints and/or \_\_\_\_\_ saturation patrols for the Click It or Ticket Mobilization in May 2013.
  - c. To conduct a minimum of \_\_\_\_\_ checkpoints and/or \_\_\_\_\_ saturation patrols for the Checkpoint Strike Force Campaign.
  - d. To have \_\_\_\_\_ number of sworn officers attend \_\_\_\_\_ number DMV approved traffic safety-related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
  - e. Increase from number of radar units in active use from \_\_\_\_\_ to \_\_\_\_\_. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
  - f. Increase from number of breath testing units in active use from \_\_\_\_\_ to \_\_\_\_\_. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
2. The subgrantee must contribute to the overall State Highway Safety Plan goals:

**ALCOHOL**

- **GOAL: Decrease alcohol-impaired fatalities 5% by December 31, 2013, as compared to Calendar Year 2011.**
- Must participate in Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) activities.
- Subgrantees must submit Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) selective enforcement data electronically through TREDIS (Traffic Records Electronic Data System).
- Seventy-five percent (75%) of alcohol selective enforcement activities are to be conducted between the hours of 8 p.m. to 3 a.m. with special emphasis on Thursday through Sunday. The remaining twenty-five percent (25%) can be scheduled during other approved identified high-crash time periods.
- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2012, and put in service by March 31, 2013.
- All subgrantees must submit a completed monitoring report (TSS 14-A) to their DMV Program Manager by specific assigned dates.
- Subgrantees must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director \_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 109-59, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
  - a. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 402 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
  - b. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

    - Mail surveys;
    - Telephone surveys;
    - Focus groups;
    - Mall intercept interviews;
    - Direct mailings;
    - Call-in centers;
    - Newspaper polls;
    - Household interviews;
    - Before and after approach, which compares system status before and after the introduction of the message; and
    - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Subgrantee purchases the equipment. Such approval shall be obtained by the Department from the National Highway Transportation Safety Administration (NHTSA) regional manager in writing, and Subgrantee will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Subgrantee shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Subgrantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

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agreed upon by the Department and the Subgrantee and approved by NHTSA and the Department. In the event of a conflict between this section and 2 CFR Part 220 (Cost Principles for Educational Institutions, formerly OMB Circular A-21), 2 CFR Part 230 (Cost Principles for Non-Profit Organizations, formerly OMB Circular A-122), 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments, formerly OMB Circular A-87) or 45 CFR, Subtitle A - Appendix E to Part 74, the provisions of the applicable CFR control (except where inconsistent with statute).

4. Reports and Deliverables. Quarterly Progress Reports shall be provided to the Department by the dates indicated:

**January 31, April 30, July 31, and November 5.**

Each Progress Report shall address the Subgrantee's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Subgrantee's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress Reports will be provided to the Subgrantee, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

5. Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subgrantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subgrantee under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Subgrantee to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.
6. Audit. Subgrantees expending \$500,000 or more in federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"); the OMB Circular A-133 Compliance Supplement, *Government Auditing Standards*; and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subgrantees are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future federal funding.

The state auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Subgrantee will be responsible for repayment to the Department of such unallowable expenditures.

7. Closeout. Subgrantees are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in the Procedures for the Transportation Safety Grants Program that are provided with the issuance of the Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

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## Article 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

## Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the authorized approving official of the Subgrantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 23, Lobbying Certification.)
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

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- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

### Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Code of Federal Regulations:
- 2 CFR Part 220, Cost Principles for Educational Institutions;
  - 2 CFR Part 230, Cost Principles for Nonprofit Organizations; or
  - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments
- G. The Department will permit, based on its review, negotiation and approval, an Indirect Cost Rate that does not exceed 10 percent of the project cost; however, the Subgrantee must submit an Indirect Cost Allocation Plan, as prescribed by the federal government, or a copy of the approved negotiated rate plan from Subgrantee's cognizant federal agency. The federal agency providing the majority of Subgrantee's total federal funding is Subgrantee's cognizant agency. If the Department provides the majority of the Subgrantee's federal funding, it reviews and approves/accepts the Plan. Payment for indirect costs will not be made until the aforementioned documents have been received and approved/accepted by the Department.

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Indirect cost references and information can be found in the following federal documents:

- 2 CFR Part 225, Appendix A, E, D;
  - 2 CFR Part 230;
  - 2 CFR Part 220; and
  - ASMB C-10 (Implementation Guide for Office of Management and 2 CFR Part 225)
- H. The Subgrantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Subgrantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subgrantee. A matching report must be submitted with each reimbursement voucher.
- I. The Subgrantee agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Subgrantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.
- All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Subgrantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

#### **Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

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#### **Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subgrantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Subgrantee as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

#### **Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Subgrantee is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **Article 7. REPORTING AND NOTIFICATIONS**

Subgrantees shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 5, Reports and Deliverables, and the Procedures for the Transportation Safety Grants Program and materials.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude

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the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### **Article 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subgrantee shall make such records available at its office for the time period specified in the Grant Agreement. The Subgrantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subgrantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subgrantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

#### **Article 9. INDEMNIFICATION**

The Subgrantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Subgrantee, its officers, agents or employees. The Subgrantee further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Subgrantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 10. DISPUTES AND REMEDIES**

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

#### **Article 11. TERMINATION**

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Subgrantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

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The Grant Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Subgrantee that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **Article 12. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subgrantee desires to subcontract part of the work specified in the Grant Agreement, the Subgrantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subgrantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Subgrantee shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

#### **Article 13. NONCOLLUSION**

The Subgrantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subgrantee breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

#### **Article 14. SUBGRANTEE'S RESOURCES**

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subgrantee will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

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#### **Article 15. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

#### **Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Subgrantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

#### **Article 17. RESEARCH ON HUMAN SUBJECTS**

The Subgrantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

#### **Article 18. ASSIGNMENT**

The Grant Agreement shall not be assignable by the Subgrantee in whole or in part without the written consent of the Department.

#### **Article 19. CIVIL RIGHTS COMPLIANCE**

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
  2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  3. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

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6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  7. 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
  8. 23 CFR, Subchapter C, Civil Rights;
  9. 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
  10. Executive Order 11246, as amended, Equal Employment Opportunity;
  11. Executive Order 11375, Gender Discrimination in the Federal Government; and
  12. 29 CFR Part 34, Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Job Training Partnership Act of 1982, as amended (JTPA)
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

#### **Article 20. DRUG-FREE WORKPLACE**

The Subgrantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

#### **Article 21. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall

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make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.

- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

## **Article 22. DEBARMENT/SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
  - 2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  - 4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to the Grant Agreement.
- C. The Subgrantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Subgrantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

## **Article 23. LOBBYING CERTIFICATION**

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and

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the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subgrantee or agent acting for such Subgrantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Subgrantee shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Article 24. INTERPRETATION AND ENFORCEABILITY**

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. In the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subgrantee's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

#### **Article 25. ADDITIONAL PROVISIONS**

- A. Signature Authorized. The Subgrantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

**Project Director's Initials** \_\_\_\_\_

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles  
ATTENTION: Director of Virginia Highway Safety Office  
Post Office Box 27412  
Richmond, Virginia 23269-0001

To Subgrantee:

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Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials \_\_\_\_\_

## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 9/5/12

<b>SUBJECT:</b>	FY13 Budget Transfer for GIS Services
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a budget transfer for \$20,120.00 from the Information Technology Department to the County Planner Department for GIS Services in the FY13 budget.</b>
<b>STAFF CONTACT:</b>	Eric Dahl, Budget Analyst
<b>RECOMMENDATION:</b>	I recommend approval of the requested action.
<b>TIMING:</b>	July 1 <sup>st</sup> , 2012
<b>DISCUSSION:</b>	Software support fees to the Timmons Group for GIS services were budgeted in the IT Department for FY13. IT is currently authorizing the payment of GIS-related bills, although it does not request GIS services or collect the associated fees. The Planning Department deals directly with the vendor for these service requests and therefore the budget and payment responsibility should realign to the appropriate department.
<b>FISCAL IMPLICATIONS:</b>	The FY13 Information Technology budget will decrease \$20,120.00 and the County Planner budget will increase \$20,120.00.
<b>POLICY IMPLICATIONS:</b>	None
<b>LEGISLATIVE HISTORY:</b>	None
<b>ENCLOSURES:</b>	None



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** September 5, 2012  
**From:** Department of Finance  
**To:** Board of Supervisors  
**Subject:** Accounts Payable Report for the Period July 26, 2012 through August 27, 2012

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1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

<b>CATEGORY</b>	<b>AMOUNT</b>
General	\$1,106,411.45
Community Programs	
Federal Grants	198.89
State/Local Grants	
Capital Improvements	1,404,032.86
Debt Service	
Sewer	2,559.67
Fork Union Sanitary District	14,002.38
<b>Total Expenditures by Fund</b>	<b>\$2,527,205.25</b>
Payroll – July	488,041.92
<b>Total Payables &amp; Payroll</b>	<b>\$3,015,247.17</b>

## MOTION

I move the Accounts Payable and Payroll be ratified for the period July 26, 2012 through August 27, 2012 in the amount of \$3,015,247.17.

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 100 GENERAL FUND						
GENERAL FUND						
AFLAC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012302	7/5/2012	8/3/2012	\$563.71
AFLAC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012627	7/19/2012	8/3/2012	\$563.71
COLONIAL LIFE & ACCIDENT INSURANCE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012306	7/5/2012	8/3/2012	\$6.28
COLONIAL LIFE & ACCIDENT INSURANCE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012631	7/19/2012	8/3/2012	\$6.28
COUNTY OF FLUVANNA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012307	7/5/2012	8/3/2012	\$22.88
COUNTY OF FLUVANNA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012632	7/19/2012	8/3/2012	\$22.88
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012310	7/5/2012	8/3/2012	\$1,899.20
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012635	7/19/2012	8/3/2012	\$1,899.20
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012311	7/5/2012	8/3/2012	\$96.30
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012636	7/19/2012	8/3/2012	\$96.30
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012312	7/5/2012	8/3/2012	\$497.71
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012637	7/19/2012	8/3/2012	\$497.71
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012313	7/5/2012	8/3/2012	\$13.01
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012638	7/19/2012	8/3/2012	\$13.01
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012314	7/5/2012	8/3/2012	\$10.83
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012639	7/19/2012	8/3/2012	\$10.83
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012315	7/5/2012	8/3/2012	\$141.00
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012640	7/19/2012	8/3/2012	\$141.00
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012317	7/5/2012	8/3/2012	\$43.60
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012642	7/19/2012	8/3/2012	\$43.60

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012318	7/5/2012	8/3/2012	\$61.06
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012643	7/19/2012	8/3/2012	\$61.06
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012319	7/5/2012	8/3/2012	\$627.90
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012644	7/19/2012	8/3/2012	\$627.90
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012308	7/5/2012	8/3/2012	\$215.00
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012633	7/19/2012	8/3/2012	\$215.00
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012316	7/5/2012	8/3/2012	\$52.61
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012641	7/19/2012	8/3/2012	\$52.61
NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012303	7/5/2012	8/3/2012	\$258.67
NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012628	7/19/2012	8/3/2012	\$258.67
NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012305	7/5/2012	8/3/2012	\$45.00
NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012630	7/19/2012	8/3/2012	\$45.00
VIRGINIA CREDIT UNION	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 070612	000000012304	7/5/2012	8/3/2012	\$150.00
VIRGINIA CREDIT UNION	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012629	7/19/2012	8/3/2012	\$150.00
ANTHEM LOCAL CHOICE HEALTH CARE PLAN	CLEARING ACCOUNT- PAYROLL	HEALTH INSURANCE DEDUCTION	JULY 31, 2012	7/31/2012	8/6/2012	\$106,916.63
VRS	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 072012	000000012634	7/19/2012	8/8/2012	\$41,690.31
VRS	CLEARING ACCOUNT- PAYROLL	DEDUCTION CHECK	JUY 31, 2012	7/31/2012	8/8/2012	\$48,021.89
ONE TIME	CUSTOMERS DEPOSITS/REFUNDS	SIGN DEPOSIT	SUP1206	7/31/2012	8/10/2012	\$90.00
ONE TIME	CLEARING ACCOUNT- PAYROLL	INS REIMBURSMET	GN07312012	7/31/2012	8/10/2012	\$84.00
ONE TIME	CLEARING ACCOUNT- PAYROLL	INS REIMBURSMET	PS07312012	7/31/2012	8/10/2012	\$84.00
ONE TIME	CLEARING ACCOUNT- PAYROLL	INS REIMBURSMET	MV07312012	7/31/2012	8/10/2012	\$84.00
Total:						\$206,380.35

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
REAL ESTATE TAXES						
ONE-TIME OVR PAY TAX	OVERPAYMENT OF TAXES	OP TAX	76979	6/12/2012	8/21/2012	\$891.17
Total:						\$891.17
BOARD OF SUPERVISORS						
THE LEX GROUP VA	PROFESSIONAL SERVICES	CONSULTATION, PETITION FOR APPEAL, LEGAL FEE	21193	7/13/2012	7/27/2012	\$527.10
E.W. THOMAS	SUBSISTENCE & LODGING	BOS SNACKS	JUNE 2012	6/30/2012	7/27/2012	\$35.83
VACORP	PUBLIC OFFICIALS LIABILITY	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$6,959.00
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$280.69
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$124.08
Total:						\$7,926.70
COUNTY ADMINISTRATOR						
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0123969001	7/17/2012	7/27/2012	\$19.60
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124062001	7/20/2012	7/27/2012	\$55.72
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124000001	7/17/2012	7/27/2012	\$116.97
GOVERNMENT OUTREACH	PROFESSIONAL SERVICES	LICENSE CRM	12081	6/15/2012	7/27/2012	\$3,996.00
OCE'	LEASE/RENT	EQUIPMENT	07/07/2012	7/7/2012	7/27/2012	\$87.62
OCE'	LEASE/RENT	EQUIPMENT	07/07/2012	7/7/2012	7/27/2012	\$122.52
SHENANDOAH VALLEY WATER	SUBSISTENCE & LODGING	WATER	07/01/2012	7/1/2012	7/27/2012	\$123.50
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$322.61

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	NICHOLS 07302012	7/30/2012	8/10/2012	\$31.99
BANK OF AMERICA	BOOKS/PUBLICATIONS	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$85.80
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$139.00
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$625.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$4.29
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$21.44
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$67.52
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	MWEAVER 07302012	6/30/2012	8/10/2012	\$17.40
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	NICHOLS 07302012	6/30/2012	8/10/2012	\$280.69
Total:						\$6,117.67
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COMMISSIONER OF THE REVENUE						
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$199.04
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$494.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$21.44
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$42.39
Total:						\$756.87
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TREASURER						
DMV	DMV-ONLINE	DMV STOPS	546001282025 0629201	6/29/2012	7/27/2012	\$220.00
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	JUNE 2012	6/20/2012	7/27/2012	\$150.00
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	JUNE 2012	6/20/2012	7/27/2012	\$236.75
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	JUNE 2012	6/20/2012	7/27/2012	\$550.00

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	JUNE 2012	6/20/2012	7/27/2012	\$600.00
QUILL	OFFICE SUPPLIES	SUPPLIES	4156863	6/30/2012	7/27/2012	\$16.49
QUILL	OFFICE SUPPLIES	SUPPIES	4103284	6/30/2012	7/27/2012	\$18.99
QUILL	OFFICE SUPPLIES	SUPPLIES	4081626	6/30/2012	7/27/2012	\$43.48
SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	07/01/2012	7/1/2012	7/27/2012	\$29.00
THE CENTRAL VIRGINIA	ADVERTISING	ADS	19430 06302012	6/30/2012	7/27/2012	\$90.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$240.51
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$25.72
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$49.62
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$47.15
Total:						\$2,317.71
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INFORMATION TECHNOLOGY						
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$58.88
BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$2.95
BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$11.99
BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$19.99
BANK OF AMERICA	BOOKS/PUBLICATIONS	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$42.99
BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$128.80
BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$129.00
BANK OF AMERICA	BOOKS/PUBLICATIONS	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$132.32
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$168.38
BANK OF AMERICA	FURNITURE & FIXTURES	MONTHLY STATEMENT	MCMAHON 07302012	7/30/2012	8/10/2012	\$301.66

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	MCPMAHON 07302012	7/30/2012	8/10/2012	\$313.88
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	MCPMAHON 07302012	7/30/2012	8/10/2012	\$962.51
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$4.29
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$261.30
CGS	ADP SERVICES	UNLIMITED MAILBOX SERVICE	N010138170	7/12/2012	8/10/2012	\$288.00
CONTERRA ULTRA BROADBAND	TELECOMMUNICATIONS	BROADBAND	001208	7/11/2012	8/10/2012	\$1,000.00
DELL MARKETING L.P.	ADP SUPPLIES	MONITORS	XFTM6CM85	7/3/2012	8/10/2012	\$587.52
DELL MARKETING L.P.	ADP SUPPLIES	MONITORS	XFTTR2M71	7/16/2012	8/10/2012	\$587.52
DISYS SOLUTIONS INC	ADP SERVICES	SUPPLIES	609538	7/24/2012	8/10/2012	\$60.03
ER COMMUNICATIONS LLC	TELECOMMUNICATIONS	EQUIPMENT	9454	7/13/2012	8/10/2012	\$2,206.73
IBM CORPORATION	ADP SERVICES	CONTRACT	7211667	7/8/2012	8/10/2012	\$137.37
BANK OF AMERICA	ADP SUPPLIES		MCPMAHON 07312012	6/30/2012	8/10/2012	\$27.84
BANK OF AMERICA	ADP SUPPLIES		MCPMAHON 07312012	6/30/2012	8/10/2012	\$59.83
BANK OF AMERICA	FURNITURE & FIXTURES		MCPMAHON 07312012	6/30/2012	8/10/2012	\$214.99
BANK OF AMERICA	FURNITURE & FIXTURES		MCPMAHON 07312012	6/30/2012	8/10/2012	\$249.99
Total:						\$7,958.76
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FINANCE						
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$183.28
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$139.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$17.15
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	Copier Lease	12515519	7/23/2012	8/10/2012	\$472.06
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$60.58

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES	BACKGROUND CHECK	A2018 07012012	6/30/2012	8/10/2012	\$37.00
VA EMPLOYMENT COMMISSION	UNEMPLOYMENT	UNEMPLOYMENT COMPENSATION	1890042 06302012	6/30/2012	8/10/2012	\$3,402.00
Total:						\$4,311.07
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REGISTRAR/ELECTORAL BOARD						
SHENANDOAH VALLEY WATER	OTHER OPERATING SUPPLIES	WATER	07/01/2012	7/1/2012	7/27/2012	\$19.71
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$96.20
AUTOMATED OFFICE SYSTEMS	ADP SUPPLIES	EQUIPMENT	056286	7/30/2012	8/10/2012	\$155.00
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$139.00
ELECTION SERVICES ONLINE	MACHINERY AND EQUIPMENT	DIGITAL SCANNERS	VN71799	7/23/2012	8/10/2012	\$19,200.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$49.62
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$39.74
E.W. THOMAS	OTHER OPERATING SUPPLIES	FOOD	07122012	6/30/2012	8/10/2012	\$46.06
JOYCE PACE	MILEAGE ALLOWANCES	REIMBURSMENT	JP07242012	6/30/2012	8/10/2012	\$126.01
ROBERT D LEIPOLD	MILEAGE ALLOWANCES	REIMBURSMENT	RL08032012	6/30/2012	8/10/2012	\$272.85
Total:						\$20,144.19
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GENERAL DISTRICT COURT						
VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	EQUIPMENT	12476778	6/30/2012	7/27/2012	\$167.69
VIRGINIA WATERS INC	MAINTENANCE CONTRACTS	WATER	17350 0630	6/30/2012	7/27/2012	\$12.00
ASSOCIATION OF CLERKS OF	DUES OR ASSOCIATION MEMBERSHIP	MEMBERSHIP	616065 FY13	7/26/2012	8/10/2012	\$60.00
VIRGINIA WATERS INC	MAINTENANCE CONTRACTS	COOLER	17350 07302012	7/30/2012	8/10/2012	\$19.25
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$39.16

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
					Total:	\$298.10
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COURT SERVICE UNIT						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$17.15
STONER ENTERPRISES INC	FURNITURE & FIXTURES	WAER	428106503496	8/1/2012	8/10/2012	\$31.61
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$41.40
					Total:	\$90.16
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CLERK OF THE CIRCUIT COURT						
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$305.20
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$34.30
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$75.02
					Total:	\$414.52
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CIRCUIT COURT JUDGE						
ONE-TIME JUROR	COMPENSATION- JURORS,WITNESSES	STEVEN DIEMER SR	76829	4/30/2012	7/30/2012	\$30.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$12.86
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$36.29
					Total:	\$79.15
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COMMONWEALTH ATTY						
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	BOOKS	3399735001 0630	6/30/2012	7/27/2012	\$388.14

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER	07/01/2012	7/1/2012	7/27/2012	\$46.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$174.16
ONE TIME	CONVENTION AND EDUCATION		TERWILLIGER 07312012	7/11/2012	8/3/2012	\$25.00
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT	HAISLIP 07302012	7/30/2012	8/10/2012	\$16.43
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	HAISLIP 07302012	7/30/2012	8/10/2012	\$50.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$17.15
JOLLY GIANT SOFTWARE	MAINTENANCE CONTRACTS	MAINTENANCE	QWS3270	8/1/2012	8/10/2012	\$15.00
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	JULY	7/30/2012	8/10/2012	\$28.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$49.62
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$44.31
STAPLES	OFFICE SUPPLIES	SUPPLIES	07152012	6/25/2012	8/10/2012	\$98.59
Total:						\$952.40
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SHERIFF						
AT&T 286-3642	TELECOMMUNICATIONS	PHONE	7305055828001 0706	7/6/2012	7/27/2012	\$80.89
CENTRAL BATTERY	BLDGS EQUIP VEHICLE REP&MAINT	BATTERY	22454	7/17/2012	7/27/2012	\$65.93
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	EQUIPMENT	93262	7/19/2012	7/27/2012	\$118.47
COBB TECHNOLOGIES	LEASE/RENT	COPIER	385379	7/17/2012	7/27/2012	\$110.00
SHULL'S AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	10015033	7/13/2012	7/27/2012	\$16.00
GE CAPITAL	LEASE/RENT	COPIER	57482952	7/15/2012	7/27/2012	\$92.29
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	VEHICLE MAINTENANCE	35181	7/11/2012	7/27/2012	\$76.00
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	3518107112012	7/11/2012	7/27/2012	\$76.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PITNEY BOWES INC	OFFICE SUPPLIES	COPIER	310836	7/16/2012	7/27/2012	\$79.66
WAUGH ENT HARLEY DAVIDSON	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	60202	7/17/2012	7/27/2012	\$352.59
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	28827	7/11/2012	7/27/2012	\$15.70
WRIGHT EXPRESS	VEHICLE FUEL	GAS	30036259	7/15/2012	7/27/2012	\$307.80
BUCKINGHAME CYCLES LC	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	002736	6/25/2012	7/27/2012	\$90.00
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	TIRES, MOUNT & BLANCE	JULY 2012	7/6/2012	7/27/2012	\$70.00
CENTURYLINK 309797542	TELECOMMUNICATIONS	PHONE	309797542 0716	7/16/2012	7/27/2012	\$128.14
CENTURYLINK 309903768	TELECOMMUNICATIONS	PHONE	309903768 0716	7/16/2012	7/27/2012	\$155.81
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	JULY 2012	7/18/2012	7/27/2012	\$36.00
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	JULY 2012	7/18/2012	7/27/2012	\$75.00
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	JULY 2012	7/18/2012	7/27/2012	\$83.85
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	JULY 2012	7/18/2012	7/27/2012	\$228.00
HAPPY TAILS	AGRICULTURAL SUPPLIES	FOOD	207	6/30/2012	7/27/2012	\$226.74
MANSFIELD OIL COMPANY	VEHICLE FUEL	FUEL SHERIFF	MAY 2012	5/30/2012	7/27/2012	\$7,914.18
ONE TIME	EXTRADITION OF PRISONERS	FOOD REIMBURSMENT	KA1	6/11/2012	7/27/2012	\$19.51
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	33032	3/6/2012	7/27/2012	\$13.00
PALMYRA AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	33088	3/8/2012	7/27/2012	\$13.00
PAPCO, INC	VEHICLE FUEL	FUEL SHERIFF	JUNE 2012	6/30/2012	7/27/2012	\$6,995.73
SAM'S CLUB	OFFICE SUPPLIES	SUPPLIES	002159	6/27/2012	7/27/2012	\$448.44
U.S. PRINTER SUPPLIES INC	POLICE SUPPLIES	SUPPLIES	2942 0518	5/17/2012	7/27/2012	\$223.70

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$335.05
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$15,314.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$15,758.29
VERIZON WIRELESS	TELECOMMUNICATIONS	CELL SHERIFF	6757591134	6/30/2012	7/27/2012	\$1,119.08
A CLASS ACT	FURNITURE & FIXTURES	SUPPLIES	647	8/2/2012	8/10/2012	\$215.00
ALBEMARLE LOCK & SAFE INC	POLICE SUPPLIES	KEYS	31252	8/3/2012	8/10/2012	\$34.00
ANDERSON TIRE COMPANY	VEHICLE/POWER EQUIP SUPPLIES	TIRES	IN00168255	7/3/2012	8/10/2012	\$1,244.16
BANK OF AMERICA	POLICE SUPPLIES	MONTHLY STATEMENT	HESS 07302012	7/30/2012	8/10/2012	\$30.55
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	HESS 07302012	7/30/2012	8/10/2012	\$150.00
BANK OF AMERICA	EXTRADITION OF PRISONERS	MONTHLY STATEMENT	HILL 07302012	7/30/2012	8/10/2012	\$163.32
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$70.00
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$597.96
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$34.30
CENTURYLINK 310191749	TELECOMMUNICATIONS	PHONE SHERIFF	310191749 0716	7/16/2012	8/10/2012	\$916.43
GALLS	POLICE SUPPLIES	UNIFORMS	512325261	7/24/2012	8/10/2012	\$92.51
GALLS	UNIFORM/WEARING APPAREL	UNIFORMS	512332894	7/27/2012	8/10/2012	\$127.86
GALLS	POLICE SUPPLIES	SUPPLIES	512318466	7/20/2012	8/10/2012	\$438.63
SHULL'S AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	10015035	7/20/2012	8/10/2012	\$16.00
SHULL'S AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	10015037	7/31/2012	8/10/2012	\$16.00
SHULL'S AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	AUTO SERVICE	08/07/2012	7/30/2012	8/10/2012	\$85.00
GE CAPITAL	OTHER OPERATING SUPPLIES	PROPERTY TAX	57511619	7/22/2012	8/10/2012	\$24.64

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
MIDLOTHIAN BUSINESS FORMS	POLICE SUPPLIES	SUMMONS	1395	7/23/2012	8/10/2012	\$354.91
NAPA AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	745968	7/26/2012	8/10/2012	\$181.68
ONE TIME	VEHICLE FUEL	GAS/FUEL	07272012	7/27/2012	8/10/2012	\$45.00
PURCHASE POWER #20799422868	POSTAL SERVICES	EQUIPMENT	07202012	7/20/2012	8/10/2012	\$519.99
SCOTT'S PAINT & BODY INC	BLDGS EQUIP VEHICLE REP&MAINT	VEHICLE REPAIR	146EBA91	7/30/2012	8/10/2012	\$2,369.49
SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	H382271012	8/1/2012	8/10/2012	\$24.00
VALLEY OFFICE MACHINES	BLDGS EQUIP VEHICLE REP&MAINT	SUPPLIES	245626	7/3/2012	8/10/2012	\$161.38
VERIZON BUSINES #90048588	TELECOMMUNICATIONS	PHONE	09618381	7/25/2012	8/10/2012	\$16.14
VIRGINIA OIL FLEET PROG	VEHICLE FUEL	GAS	BV023 07/06/2012	7/6/2012	8/10/2012	\$357.84
BKT UNIFORMS	UNIFORM/WEARING APPAREL	UNIFORM	40324	7/31/2012	8/10/2012	\$117.00
DMV	POLICE SUPPLIES	LICENSES	12181388	7/29/2012	8/10/2012	\$120.00
SOUTHEAST ENERGY INC	VEHICLE/POWER EQUIP SUPPLIES	FUEL	0091695IN	8/7/2012	8/10/2012	\$252.60
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$514.41
BROOKS-JEFFERY MARKETING INC	MAINTENANCE CONTRACTS	SUBSCRIPTION	FCSOVA 06302012	6/30/2012	8/10/2012	\$2,500.00
VA EMPLOYMENT COMMISSION	UNEMPLOYMENT	UNEMPLOYMENT COMPENSATION	1890042 06302012	6/30/2012	8/10/2012	\$2,224.00
Total:						\$64,653.65

E911

COBB TECHNOLOGIES	LEASE/RENT	COPIER	385379	7/17/2012	7/27/2012	\$110.00
IDNETWORKS	MAINTENANCE CONTRACTS	MAINTENANCE	166221	7/1/2012	7/27/2012	\$775.00
CENTURYLINK 310042302	TELECOMMUNICATIONS	PHONE	310042302 0710	6/30/2012	7/27/2012	\$2,353.08
VERIZON WIRELESS	TELECOMMUNICATIONS	CELL SHERIFF	6757591134	6/30/2012	7/27/2012	\$624.55
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$4.29

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CENTURYLINK 21072700	MAINTENANCE CONTRACTS		M071701336	7/20/2012	8/10/2012	\$16,439.61
CENTURYLINK 310214091	TELECOMMUNICATIONS	PHONE	310214091 0719	7/19/2012	8/10/2012	\$960.80
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	EQUIPMENT	93310/93288	7/25/2012	8/10/2012	\$360.00
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	EQUIPMENT	93310/93288	7/25/2012	8/10/2012	\$5,275.78
DYNAMIC RESOURCE SOLUTION	CONTRACT SERVICES	IT SERVICE MONTHLY	647	7/28/2012	8/10/2012	\$1,300.00
MSAG DATA CONSULTANTS,INC	MAINTENANCE CONTRACTS	ANNUAL LICENSE RENEWAL & SUPPORT	C311009	6/1/2012	8/10/2012	\$8,490.00
STAPLES BUSINESS	OFFICE SUPPLIES	SUPPLIES	8022501895	7/21/2012	8/10/2012	\$9.62
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$31.96
M & N INDUSTRIES INC	E911 HOUSE SIGNS	SUPPLIE S	6223	6/30/2012	8/10/2012	\$1,253.00
Total:						\$37,987.69
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FIRE AND RESCUE SQUAD						
FLUVANNA COUNTY RESCUE	\$TWO FOR LIFE FUNDS	4 FOR LIFE	06302012	6/30/2012	7/27/2012	\$24,590.28
LAKE MONTICELLO	FIRE & RESCUE CAPITAL	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$105,000.00
SCOTTSVILLE VOLUNTEER	SCOTTSVILLE VOLUNTEER FIRE CO.	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$7,967.00
Total:						\$137,557.28
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CORRECTION AND DETENTION						
COUNTY OF ALBEMARLE	BRJDC DEBT PAYMENT	ALLOCATION	FY2013-00000058	8/2/2012	8/10/2012	\$21,463.25
E.W. THOMAS	FOOD SUPPLIES	MEALS	08/02/2012	8/2/2012	8/10/2012	\$14.26
Total:						\$21,477.51
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BUILDING INSPECTIONS						
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124000001	7/17/2012	7/27/2012	\$72.48
ONE TIME	CONVENTION AND EDUCATION	SEMINAR	07202012	7/20/2012	7/27/2012	\$15.00
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$1,482.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$1,807.96
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$17.15
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$49.62
WEDGEWOOD PRINTING &	OFFICE SUPPLIES	FORMS	07162012	7/16/2012	8/10/2012	\$385.00
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$31.96
Total:						\$3,861.17
ANIMAL CONTROL						
FLUVANNA SPCA	CONTRACT SERVICES	CONTRACT	07222012	7/22/2012	7/27/2012	\$10,704.58
SHIRLEYS UNIFORMS	OFFICE SUPPLIES	PANTS ORNDUFF	6553	4/30/2012	7/27/2012	\$49.99
SHIRLEYS UNIFORMS	OFFICE SUPPLIES	PANTS NUCKOLS	6416	6/30/2012	7/27/2012	\$117.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$557.32
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$988.00
BKT UNIFORMS	UNIFORM/WEARING APPAREL	UNIFORMS	40325	7/31/2012	8/10/2012	\$363.46
FORK UNION ANIMAL CLINIC	OTHER OPERATING SUPPLIES	EUTHANASIA	87353	7/17/2012	8/10/2012	\$30.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$85.06
Total:						\$12,895.41

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FACILITIES						
ALBEMARLE LOCK & SAFE INC	BLDGS EQUIP VEHICLE REP&MAINT		30543	7/16/2012	7/27/2012	\$176.50
GARY OSTEEEN PLUMBING	BLDGS EQUIP VEHICLE REP&MAINT	REPAIR LOCKER ROOM SHOWER	1	7/16/2012	7/27/2012	\$307.97
ONE TIME	GENERAL MATERIALS AND SUPPLIES	REIMBURSMENT	WS07242012	7/24/2012	7/27/2012	\$5.00
SHULL TRANSPORT	CONTRACT SERVICES	INSPECTION	10015034	7/18/2012	7/27/2012	\$16.00
VDH-WATERWORKS TECH ASST	CONTRACT SERVICES	OPERATION FEE	2012 INVOICE	7/9/2012	7/27/2012	\$90.00
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	TIRES, MOUNT & BLANCE	JULY 2012	7/6/2012	7/27/2012	\$17.00
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	TIRES, MOUNT & BLANCE	JULY 2012	7/6/2012	7/27/2012	\$346.47
CAPITAL TRISTATE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	JULY 2012	7/6/2012	7/27/2012	\$45.50
CAPITAL TRISTATE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	JULY 2012	7/6/2012	7/27/2012	\$74.09
CAPITAL TRISTATE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	JULY 2012	7/6/2012	7/27/2012	\$318.11
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	REPIARS AND MAINTENANCE	1095 & 1101	6/30/2012	7/27/2012	\$544.24
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	REPIARS AND MAINTENANCE	1095 & 1101	6/30/2012	7/27/2012	\$2,828.00
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	07/12/12	7/12/2012	7/27/2012	\$123.25
CROSSROADS AUTO REPAIR LL	BLDGS EQUIP VEHICLE REP&MAINT	VEHICLE REPAIRS	JULY 2012	7/12/2012	7/27/2012	\$564.93
CROSSROADS AUTO REPAIR LL	BLDGS EQUIP VEHICLE REP&MAINT	VEHICLE REPAIRS	JULY 2012	7/12/2012	7/27/2012	\$586.57
GENERATOR SERVICE COMPANY	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE CALL	12770	6/30/2012	7/27/2012	\$195.00
HISTORIC PRESERVATION &	BLDGS EQUIP VEHICLE REP&MAINT	COMMISSIONER OFFICE	1	6/30/2012	7/27/2012	\$2,127.00
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$4,940.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$5,642.00
ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	8	7/31/2012	8/10/2012	\$725.26
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$39.77
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT	MWEAVER 07302012	7/30/2012	8/10/2012	\$139.00
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$24.65
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$40.00
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$97.49
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$137.49
CENTRAL SURPLUS SALES	BLDGS EQUIP VEHICLE REP&MAINT	DOOR SLAB	1	7/13/2012	8/10/2012	\$170.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$17.12
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS/SERVICE	1220	7/30/2012	8/10/2012	\$366.84
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	REPIARS/LABOR	1212	7/30/2012	8/10/2012	\$630.14
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE AC	1170	7/20/2012	8/10/2012	\$927.57
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	JULY 2012	7/26/2012	8/10/2012	\$123.25
E.W. THOMAS	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	08062012	8/6/2012	8/10/2012	\$9.13
SHULL'S AUTOMOTIVE INC	BLDGS EQUIP VEHICLE REP&MAINT	AUTO SERVICE	08/07/2012	7/30/2012	8/10/2012	\$16.00
SHULL'S AUTOMOTIVE INC	CONTRACT SERVICES	AUTO SERVICE	08/07/2012	7/30/2012	8/10/2012	\$16.00
LOWE'S	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	07/25/2012	7/25/2012	8/10/2012	\$491.97
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$134.87
ALBEMARLE LOCK & SAFE INC	BLDGS EQUIP VEHICLE REP&MAINT	LABOR/SERVICE CALL	30830	7/18/2012	8/10/2012	\$95.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BLUE RIDGE	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	5540CON 0731	7/31/2012	8/10/2012	\$86.18
BLUE RIDGE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	5540CON 0731	7/31/2012	8/10/2012	\$211.96
CAPITAL TRISTATE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	S013319766002	7/19/2012	8/10/2012	\$49.78
CARROT-TOP INDUSTRIES,INC	GENERAL MATERIALS AND SUPPLIES	FLAG	CI1234744	7/26/2012	8/10/2012	\$77.64
CARROT-TOP INDUSTRIES,INC	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	CI1233592	7/18/2012	8/10/2012	\$323.64
COMMONWEALTH DISTRIBUTION	JANITORIAL SUPPLIES	SUPPLIES	28944	8/1/2012	8/10/2012	\$2,738.54
FLUVANNA DO IT BEST	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	127 07312012	7/31/2012	8/10/2012	\$355.65
JAMES RIVER BUILDERS LLC	BLDGS EQUIP VEHICLE REP&MAINT	ROOF REPAIRS	2012 FLUVANNA COUNTY	7/30/2012	8/10/2012	\$275.00
WAGNER'S MOBILE GLASS &	BLDGS EQUIP VEHICLE REP&MAINT	REMOVE GLASS WALL	4926	7/30/2012	8/10/2012	\$75.00
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$37.39
Total:						\$27,379.96
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GENERAL SERVICES						
BLOSSMAN	HEATING SERVICES	PROPANE	111090	7/16/2012	7/27/2012	\$262.29
BOSLEY CROWTHER	LEASE/RENT	LEASE	08012012	7/27/2012	7/27/2012	\$2,000.00
CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	1115	7/19/2012	7/27/2012	\$2,437.00
AQUA VIRGINIA INC	WATER SERVICES	WATER	JULY 6 2012	7/6/2012	7/27/2012	\$19.23
AQUA VIRGINIA INC	WATER SERVICES	WATER	JULY 6 2012	7/6/2012	7/27/2012	\$19.93
AQUA VIRGINIA INC	WATER SERVICES	WATER	JULY 6 2012	7/6/2012	7/27/2012	\$22.75
AQUA VIRGINIA INC	WATER SERVICES	WATER	JULY 6 2012	7/6/2012	7/27/2012	\$53.02
AQUA VIRGINIA INC	WATER SERVICES	WATER	JULY 6 2012	7/6/2012	7/27/2012	\$121.96

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$21.71
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$23.36
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$31.05
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$31.81
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$70.92
CENTRAL VA ELECTRIC COOP	STREET LIGHTS	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$80.79
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$90.71
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$134.26
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$561.85
CENTURYLINK 309363296	TELECOMMUNICATIONS	PHONE	30936296 0716	7/16/2012	7/27/2012	\$198.45
CENTURYLINK 309428096	TELECOMMUNICATIONS	PHONE	309428096 0716	7/16/2012	7/27/2012	\$38.67
CENTURYLINK 309697981	TELECOMMUNICATIONS	PHONE	30967981 0716	7/16/2012	7/27/2012	\$38.67
CENTURYLINK 309898636	TELECOMMUNICATIONS	PHONE	309898636 0716	7/16/2012	7/27/2012	\$44.76
CENTURYLINK 310338742	TELECOMMUNICATIONS	PHONE	310338742 0716	7/16/2012	7/27/2012	\$44.04
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	JULY 2012	7/13/2012	7/27/2012	\$28.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	JULY 2012	7/13/2012	7/27/2012	\$32.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	07132012	6/30/2012	7/27/2012	\$45.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	JULY 2012	7/13/2012	7/27/2012	\$58.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	JULY 2012	7/13/2012	7/27/2012	\$2,327.00
TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$25.67
TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$79.22
TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$151.87
TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$168.24

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TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$451.26
TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$576.83
TIGER FUEL COMPANY	HEATING SERVICES	FUEL/HEATING OIL	JULY 2012	7/19/2012	7/27/2012	\$3,008.87
VACORP	GENERAL LIABILITY	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$7,127.00
VACORP	PROPERTY INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$25,620.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07302012	7/30/2012	8/10/2012	\$109.44
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07302012	7/30/2012	8/10/2012	\$1,676.81
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	07302012	7/30/2012	8/10/2012	\$1,909.98
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$652.67
CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAY PHONE	A235160	7/25/2012	8/10/2012	\$50.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	011422507 0802	8/2/2012	8/10/2012	\$0.94
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$5.66
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$18.96
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$27.31
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$41.18
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$46.58
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$47.45
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$62.76
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$66.61
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$89.58
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$93.58
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$96.97
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$145.61

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DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$165.94
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$203.85
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$306.21
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$360.67
DOMINION VIRGINIA POWER	STREET LIGHTS	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$426.25
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$478.04
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$513.27
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$581.28
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$692.90
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$730.66
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$1,161.71
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$1,194.19
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$1,858.38
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$3,373.79
SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	JULY	7/30/2012	8/10/2012	\$31.00
THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	ELEVATOR MAINTENANCE	663224	8/1/2012	8/10/2012	\$1,938.28
TIGER FUEL COMPANY	HEATING SERVICES	OFF ROAD DIESEL	267981	7/20/2012	8/10/2012	\$164.41
TIGER FUEL COMPANY	HEATING SERVICES	OFF ROAD DIESEL	267981 0722012	8/9/2012	8/10/2012	\$610.65
TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	518711	7/23/2012	8/10/2012	\$1,115.55
FORK UNION	WATER SERVICES	water	08012012	6/30/2012	8/10/2012	\$71.93
TREASURER, FLUVANNA CO	SEWER SERVICES	SEWER	08012012	6/30/2012	8/10/2012	\$77.65
<b>Total:</b>						<b>\$67,244.89</b>

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PUBLIC WORKS						
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$1,482.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$1,768.15
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$17.15
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$105.87
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124167001	7/25/2012	8/10/2012	\$16.23
FLUVANNA REVIEW	ADVERTISING	AD	2012F3020	8/1/2012	8/10/2012	\$55.00
Total:						\$3,444.40
CONVENIENCE CENTER						
BFI	CONTRACT SERVICES	TRASH	5165	7/14/2012	7/27/2012	\$1,803.29
CENTURYLINK 310392717	TELECOMMUNICATIONS	PHONE	310392717 0716	7/16/2012	7/27/2012	\$57.53
MO-JOHNS INC	LEASE/RENT	PORT A JOHNS	07/09/2012	7/9/2012	7/27/2012	\$60.00
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$494.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$1,308.70
BFI	CONTRACT SERVICES	TRASH	005175	7/31/2012	8/10/2012	\$2,658.50
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES/REPAIRS	JULY/AUG 2012	7/30/2012	8/10/2012	\$27.50
SHENANDOAH VALLEY WATER	PURCHASE OF SERVICES	WATER	JULY	7/30/2012	8/10/2012	\$34.50
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$30.23
DAVE'S SMALL ENGINE SVC	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	08072012	8/7/2012	8/10/2012	\$175.00
FAIRBANKS SCALES INC	BLDGS EQUIP VEHICLE REP&MAINT	SCALES	1037896	7/27/2012	8/10/2012	\$595.00
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$2.59

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DAVE'S SMALL ENGINE SVC	BLDGS EQUIP VEHICLE REP&MAINT	BATTERY	D08072012	5/23/2012	8/10/2012	\$46.00
Total:						\$7,292.84
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LANDFILL POST CLOSURE						
SCS ENGINEERS INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	0192975	6/30/2012	7/27/2012	\$4,196.00
SCS ENGINEERS INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	0193651	6/30/2012	8/10/2012	\$1,564.00
Total:						\$5,760.00
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HEALTH						
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$167.11
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$41.01
Total:						\$208.12
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CSA						
OCE'	PROFESSIONAL SERVICES	EQUIPMENT	07/07/2012	7/7/2012	7/27/2012	\$73.92
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$51.42
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$8.57
Total:						\$133.91
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CSA PURCHASE OF SERVICES						
A J ANDERSON DR	COMM SVCS		P12030438594	12/5/2011	7/27/2012	\$525.00
A J ANDERSON DR	COMM SVCS		P12030438695	12/5/2011	7/27/2012	\$525.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
BEDFORD GROUP HOME	RES. CONG. CARE		P06000713457	6/30/2012	7/27/2012	\$5,940.00
CENTRAL VA COMMUNITY SERVICE BOARD	COMM SVCS		P06000695997	6/30/2012	7/27/2012	\$646.50
CHILD CONNECTION DEVEL	COMM SVCS		P06030449699	6/30/2012	7/27/2012	\$714.00
CHILD CONNECTION DEVEL	COMM SVCS		P06030449998	6/30/2012	7/27/2012	\$714.00
DEPAUL FAMILY SVC	POS MANDATED FFOP		P06030602555	6/30/2012	7/27/2012	\$85.88
DEPAUL FAMILY SVC	COMM SVCS		P06030602600	6/30/2012	7/27/2012	\$424.25
DISCOVERY SCHOOL	RES. CONG. CARE		P06030600558	6/30/2012	7/27/2012	\$3,960.00
ELK HILL	COMM SVCS		P06000719102	6/30/2012	7/27/2012	\$375.00
ELK HILL	COMM SVCS		P06000719801	6/30/2012	7/27/2012	\$1,000.00
ELK HILL	COMM SVCS		P06000726003	6/30/2012	7/27/2012	\$1,000.00
ELK HILL	POS MANDATED SPED-PRIVATE DAY		P06000705288	6/30/2012	7/27/2012	\$2,520.00
FAMILY PRESERVATION SERV.	COMM SVCS		P03000717236	3/31/2012	7/27/2012	\$35.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000720018	6/30/2012	7/27/2012	\$70.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000725722	6/30/2012	7/27/2012	\$70.00
FAMILY PRESERVATION SERV.	COMM SVCS		P03000717335	3/31/2012	7/27/2012	\$87.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06030444725	6/30/2012	7/27/2012	\$87.50
FAMILY PRESERVATION SERV.	COMM SVCS		P04000725990	4/30/2012	7/27/2012	\$162.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06030602019	6/30/2012	7/27/2012	\$192.50
FAMILY PRESERVATION SERV.	COMM SVCS		P04030602093	4/30/2012	7/27/2012	\$245.00
FAMILY PRESERVATION SERV.	COMM SVCS		P05000725939	5/31/2012	7/27/2012	\$275.00
FAMILY PRESERVATION SERV.	COMM SVCS		P05000726343	5/31/2012	7/27/2012	\$280.00
FAMILY PRESERVATION SERV.	COMM SVCS		P03030601537	3/31/2012	7/27/2012	\$315.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FAMILY PRESERVATION SERV.	COMM SVCS		P06030448508	6/30/2012	7/27/2012	\$315.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030448015	6/30/2012	7/27/2012	\$350.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030449112	6/30/2012	7/27/2012	\$350.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030465413	6/30/2012	7/27/2012	\$367.50
FAMILY PRESERVATION SERV.	COMM SVCS		P05030602045	5/31/2012	7/27/2012	\$420.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030449511	6/30/2012	7/27/2012	\$472.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06030460707	6/30/2012	7/27/2012	\$752.50
FAMILY PRESERVATION SERV.	COMM SVCS		P05030455644	5/31/2012	7/27/2012	\$857.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06000720706	6/30/2012	7/27/2012	\$892.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06000723124	6/30/2012	7/27/2012	\$910.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030455620	6/30/2012	7/27/2012	\$910.00
FAMILY PRESERVATION SERV.	COMM SVCS		P04030601591	4/30/2012	7/27/2012	\$1,015.00
FAMILY PRESERVATION SERV.	COMM SVCS		P04030601492	4/30/2012	7/27/2012	\$1,032.50
FAMILY PRESERVATION SERV.	COMM SVCS		P05030601541	5/31/2012	7/27/2012	\$1,050.00
FAMILY PRESERVATION SERV.	COMM SVCS		P04000722589	4/30/2012	7/27/2012	\$1,085.00
FAMILY PRESERVATION SERV.	COMM SVCS		P05000725638	5/31/2012	7/27/2012	\$1,120.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000717205	6/30/2012	7/27/2012	\$1,242.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06030447817	6/30/2012	7/27/2012	\$1,312.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06000717304	6/30/2012	7/27/2012	\$1,382.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06030449410	6/30/2012	7/27/2012	\$1,452.50
FAMILY PRESERVATION SERV.	COMM SVCS		P11030601246	11/30/2011	7/27/2012	\$1,452.50
FAMILY PRESERVATION SERV.	COMM SVCS		P05030601442	5/31/2012	7/27/2012	\$1,540.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030448209	6/30/2012	7/27/2012	\$1,557.50

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FAMILY PRESERVATION SERV.	COMM SVCS		P06030448114	6/30/2012	7/27/2012	\$1,592.50
FAMILY PRESERVATION SERV.	COMM SVCS		P05030455740	5/31/2012	7/27/2012	\$1,680.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000723021	6/30/2012	7/27/2012	\$1,750.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06030447916	6/30/2012	7/27/2012	\$1,750.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000711623	6/30/2012	7/27/2012	\$2,030.00
FAMILY PRESERVATION SERV.	COMM SVCS		P12030601296	12/31/2011	7/27/2012	\$2,047.50
FLUVANNA DEPARTMENT	COMM SVCS		P07030610071	7/1/2012	7/27/2012	\$450.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030610376	7/1/2012	7/27/2012	\$450.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030610769	7/1/2012	7/27/2012	\$450.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030611067	7/1/2012	7/27/2012	\$450.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030609574	7/1/2012	7/27/2012	\$1,000.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030609675	7/1/2012	7/27/2012	\$1,000.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030609773	7/1/2012	7/27/2012	\$1,000.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030610172	7/1/2012	7/27/2012	\$1,000.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030610477	7/1/2012	7/27/2012	\$1,000.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030610870	7/1/2012	7/27/2012	\$1,000.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030611168	7/1/2012	7/27/2012	\$1,000.00
HALLMARK YOUTHCARE	RES. CONG. CARE		P04000720656	4/30/2012	7/27/2012	\$34.00
HALLMARK YOUTHCARE	EDUC SVCS CONG CARE		P06000718847	6/30/2012	7/27/2012	\$1,760.00
INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG CARE		P06030611553	6/30/2012	7/27/2012	\$184.00
INTERCEPT YOUTH SERVICE	COMM SVCS		P06000726426	6/30/2012	7/27/2012	\$649.48
INTERCEPT YOUTH SERVICE	EDUC SVCS CONG CARE		P06030605348	6/30/2012	7/27/2012	\$840.00

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INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG CARE		P06030605252	6/30/2012	7/27/2012	\$7,337.58
PEOPLE PLACES, INC	COMM SVCS		P06030602727	6/22/2012	7/27/2012	\$560.00
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P06030438061	6/30/2012	7/27/2012	\$3,479.50
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P06030450762	6/30/2012	7/27/2012	\$5,266.00
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P06030451163	6/30/2012	7/27/2012	\$5,266.00
PEOPLE PLACES, INC	TFC LIC. RES CONG CARE		P06030451064	6/30/2012	7/27/2012	\$5,444.93
REBECCA MAYO PITTS	COMM SVCS		P06030460628	6/30/2012	7/27/2012	\$240.00
REGINA CHRISTMAS	COMM SVCS		P07030609865	7/31/2012	7/27/2012	\$425.00
REGINA CHRISTMAS	COMM SVCS		P07030609966	7/31/2012	7/27/2012	\$425.00
RIVER ROAD RENTALS LLC	COMM SVCS		P07030612778	7/31/2012	7/27/2012	\$700.00
TIMBER RIDGE SCHOOL	EDUC SVCS CONG CARE		P06030468849	6/30/2012	7/27/2012	\$3,078.00
TIMBER RIDGE SCHOOL	POS MAND FC LIC RES CONG CARE		P06030468754	6/30/2012	7/27/2012	\$7,230.00
TRIPLE C CAMP	COMM SVCS		P06000723233	6/30/2012	7/27/2012	\$80.00
TRIPLE C CAMP	COMM SVCS		P06000723434	6/30/2012	7/27/2012	\$80.00
TRIPLE C CAMP	COMM SVCS		P06000723632	6/30/2012	7/27/2012	\$80.00
TRIPLE C CAMP	COMM SVCS		P06000721829	6/30/2012	7/27/2012	\$1,040.00
TRIPLE C CAMP	COMM SVCS		P06000722030	6/30/2012	7/27/2012	\$1,120.00
TRIPLE C CAMP	COMM SVCS		P06000722231	6/30/2012	7/27/2012	\$1,120.00
VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P06000714151	6/30/2012	7/27/2012	\$1,650.00
VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P06000714350	6/30/2012	7/27/2012	\$1,650.00
VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P06000714259	6/30/2012	7/27/2012	\$2,610.00
VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P06000714060	6/30/2012	7/27/2012	\$3,045.00

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FLUVANNA CO PARKS & REC	COMM SVCS		P07000721289	7/17/2012	8/3/2012	\$40.00
FLUVANNA CO PARKS & REC	COMM SVCS		P08000721388	8/3/2012	8/3/2012	\$195.00
ARCHER K. MANESS LPC	COMM SVCS		P05000716364	5/31/2012	8/10/2012	\$220.00
ARCHER K. MANESS LPC	COMM SVCS		P06000716355	6/30/2012	8/10/2012	\$220.00
ARCHER K. MANESS LPC	COMM SVCS		P04000716348	4/30/2012	8/10/2012	\$550.00
CHILD CONNECTION DEVEL	COMM SVCS		P04030449649	4/30/2012	8/10/2012	\$714.00
CHILD CONNECTION DEVEL	COMM SVCS		P04030449950	4/30/2012	8/10/2012	\$714.00
COMMUNITY ATTENTION	COMM SVCS		P08030441451	8/5/2011	8/10/2012	\$350.00
COMMUNITY ATTENTION	COMM SVCS		P07030441454	7/31/2011	8/10/2012	\$1,400.00
COMMUNITY ATTENTION	TFC LIC. RES CONG CARE		P06030462482	6/30/2012	8/10/2012	\$1,416.48
COMMUNITY ATTENTION	POS MAND THER FC 4E		P06030451283	6/30/2012	8/10/2012	\$1,634.40
COMMUNITY ATTENTION	POS MAND THER FC 4E		P06030451384	6/30/2012	8/10/2012	\$1,634.40
CRAIG VILLALON LCSW	COMM SVCS		P07030611685	7/13/2012	8/10/2012	\$375.00
DISCOVERY SCHOOL	RES. CONG. CARE		P06000717474	6/30/2012	8/10/2012	\$4,860.00
DISCOVERY SCHOOL	RES. CONG. CARE		P06000713875	6/30/2012	8/10/2012	\$4,950.00
ELK HILL	EDUC SVCS CONG CARE		P06000718469	6/30/2012	8/10/2012	\$360.00
ELK HILL	COMM SVCS		P06000713256	6/30/2012	8/10/2012	\$650.00
ELK HILL	COMM SVCS		P06000713757	6/30/2012	8/10/2012	\$1,885.00
ELK HILL	EDUC SVCS CONG CARE		P06000715168	6/30/2012	8/10/2012	\$2,790.00
ELK HILL	RES. CONG. CARE		P08000726773	8/31/2011	8/10/2012	\$3,399.46
ELK HILL	EDUC SVCS CONG CARE		P07030608801	7/31/2012	8/10/2012	\$3,610.00
ELK HILL	RES. CONG. CARE		P06000715077	6/30/2012	8/10/2012	\$4,350.00
ELK HILL	RES. CONG. CARE		P06000715276	6/30/2012	8/10/2012	\$4,350.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
ELK HILL	POS MAND FC LIC RES CONG CARE		P07030608702	7/31/2012	8/10/2012	\$4,805.00
FAMILY PRESERVATION SERV.	COMM SVCS		P01030601353	1/23/2012	8/10/2012	\$70.00
FAMILY PRESERVATION SERV.	COMM SVCS		P12030601352	12/31/2011	8/10/2012	\$70.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000724160	6/30/2012	8/10/2012	\$227.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06000727063	6/30/2012	8/10/2012	\$472.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06000717061	6/30/2012	8/10/2012	\$735.00
FAMILY PRESERVATION SERV.	COMM SVCS		P06000722959	6/30/2012	8/10/2012	\$752.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06000712162	6/30/2012	8/10/2012	\$805.00
FAMILY PRESERVATION SERV.	COMM SVCS		P05000710565	5/31/2012	8/10/2012	\$1,627.50
FAMILY PRESERVATION SERV.	COMM SVCS		P06030451558	6/30/2012	8/10/2012	\$1,732.50
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07030612590	7/31/2012	8/10/2012	\$180.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07030612689	7/31/2012	8/10/2012	\$180.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07030603686	7/31/2012	8/10/2012	\$260.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07030603888	7/31/2012	8/10/2012	\$360.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07030603987	7/31/2012	8/10/2012	\$360.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030613291	7/20/2012	8/10/2012	\$450.00
FLUVANNA DEPARTMENT	COMM SVCS		P07030613192	7/20/2012	8/10/2012	\$1,000.00
GRAFTON SCHOOL, INC	RES. CONG. CARE		P06000718079	6/30/2012	8/10/2012	\$690.00
GRAFTON SCHOOL, INC	RES. CONG. CARE		P05000718081	5/31/2012	8/10/2012	\$780.00
GRAFTON SCHOOL, INC	RES. CONG. CARE		P06000708678	6/30/2012	8/10/2012	\$3,312.32
GRAFTON SCHOOL, INC	EDUC SVCS CONG CARE		P04000708567	4/30/2012	8/10/2012	\$3,600.00
GRAFTON SCHOOL, INC	EDUC SVCS CONG CARE		P05000708572	5/31/2012	8/10/2012	\$4,500.00

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GRAFTON SCHOOL, INC	EDUC SVCS CONG CARE		P06000708570	6/30/2012	8/10/2012	\$4,500.00
KIDS IN FOCUS/	EDUC SVCS CONG CARE		P06000719471	6/30/2012	8/10/2012	\$2,910.00
KIDS IN FOCUS/	RES. CONG. CARE		P06000718780	6/30/2012	8/10/2012	\$4,590.00
RACHEL LEWIS LCSW	COMM SVCS		P07030606893	7/31/2012	8/10/2012	\$450.00
	COMM SVCS		P05030460666	5/31/2012	8/10/2012	\$80.00
	COMM SVCS		P07030604094	7/31/2012	8/10/2012	\$160.00
TRIPLE C CAMP	COMM SVCS		P07000723397	7/31/2012	8/10/2012	\$176.00
TRIPLE C CAMP	COMM SVCS		P07000723596	7/31/2012	8/10/2012	\$176.00
TRIPLE C CAMP	COMM SVCS		P07000723799	7/31/2012	8/10/2012	\$176.00
TRIPLE C CAMP	COMM SVCS		P07000721995	7/31/2012	8/10/2012	\$1,144.00
TRIPLE C CAMP	COMM SVCS		P07000722198	7/31/2012	8/10/2012	\$1,232.00
TRIPLE C CAMP	COMM SVCS		P07000722300	7/31/2012	8/10/2012	\$1,232.00
Total:						\$201,597.68
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PARKS & RECREATION						
ALL STAR AUTO PARTS	BLDGS EQUIP VEHICLE REP&MAINT	TAILLIGHT	458670	7/23/2012	7/27/2012	\$36.80
CAMP FRIENDSHIP	GENERAL MATERIALS AND SUPPLIES	CAMPS	0732012	7/23/2012	7/27/2012	\$1,630.00
CATHERINE R. GARCIA	PROFESSIONAL SERVICES	POTTERY CAMP	2	7/24/2012	7/27/2012	\$488.00
FLUVANNA CO PUBLIC SCHOOLS	VEHICLE FUEL	TRANSPORTATION	3232	7/24/2012	7/27/2012	\$277.31
FLUVANNA CO SHERIFF'S OFC	PROFESSIONAL SERVICES	CARNIVAL COVERAGE	07102012	7/10/2012	7/27/2012	\$105.00
HEATHER ANTONACCI	PROFESSIONAL SERVICES	HORSE CAMP	1	7/24/2012	7/27/2012	\$770.00
ONE TIME	REFUNDS	REFUND	3233	7/18/2012	7/27/2012	\$100.00
ONE TIME	REFUNDS	REIMBURSEMENT	3234	7/19/2012	7/27/2012	\$54.25

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
UNITED RENTALS, INC	CONTRACT SERVICES	DELIVERY, ENVIROMENTAL & PICK-UP FEES	10386383831001	7/9/2012	7/27/2012	\$548.87
CENTRAL VA ELECTRIC COOP	CONTRACT SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$20.57
CENTRAL VA ELECTRIC COOP	CONTRACT SERVICES	ELECTRIC	07/10/2012	7/10/2012	7/27/2012	\$45.38
CENTURYLINK 309373828	TELECOMMUNICATIONS	PHONE	309373828 0716	6/30/2012	7/27/2012	\$470.63
E.W. THOMAS	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	3230	6/30/2012	7/27/2012	\$126.18
ER COMMUNICATIONS LLC	TELECOMMUNICATIONS	SERVICE	9456	6/30/2012	7/27/2012	\$178.69
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHNS	07/09/2012	7/9/2012	7/27/2012	\$80.00
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHNS	07/09/2012	7/9/2012	7/27/2012	\$135.00
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHNS	07/09/2012	7/9/2012	7/27/2012	\$150.00
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$1,482.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$2,652.23
VIRGINIA RECREATION &	POSTAL SERVICES	TICKETS	JULY 2012	7/13/2012	7/27/2012	\$11.50
VIRGINIA RECREATION &	DUES OR ASSOCIATION MEMBERSHIP	TICKETS	JULY 2012	7/13/2012	7/27/2012	\$410.00
VIRGINIA RECREATION &	GENERAL MATERIALS AND SUPPLIES	TICKETS	JULY 2012	7/13/2012	7/27/2012	\$833.00
CSA	GENERAL MATERIALS AND SUPPLIES	REIMBURSEMENT CAMP CANCELED	3231	7/18/2012	8/10/2012	\$40.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$79.85
VERIZON BUSINES #90048588	TELECOMMUNICATIONS	PHONE	09618381	7/25/2012	8/10/2012	\$16.14
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	SPITZER 07312012	7/31/2012	8/10/2012	\$85.27
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	RICHARDSON 0731212	7/31/2012	8/10/2012	\$193.23
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	08072012	8/7/2012	8/10/2012	\$2.51
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124168001	8/7/2012	8/10/2012	\$34.36

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FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124097001	7/23/2012	8/10/2012	\$107.60
FRIENDSHIP GYMNASTICS INC	PROFESSIONAL SERVICES	GYMNASTICS	3239	7/30/2012	8/10/2012	\$240.00
GWENDOLYN HERNDON	PROFESSIONAL SERVICES	DRIVE BUS	5	8/7/2012	8/10/2012	\$170.00
HEALTH NUTZ	PROFESSIONAL SERVICES	CLASSES	173	7/31/2012	8/10/2012	\$98.00
KELLY HUGHES	PROFESSIONAL SERVICES	CLASS BUTTS AND GUTS	3	8/7/2012	8/10/2012	\$126.00
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	water	h344280012	8/1/2012	8/10/2012	\$9.00
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	H344570012	8/1/2012	8/10/2012	\$77.95
YUVONNE E CHIHOLM	PROFESSIONAL SERVICES	DRIVE BUS	4	8/7/2012	8/10/2012	\$275.00
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$16.08
VA EMPLOYMENT COMMISSION	UNEMPLOYMENT	UNEMPLOYMENT COMPENSATION	1890042 06302012	6/30/2012	8/10/2012	\$4,131.12
Total:						\$16,307.52
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PARKS & RECREATION OLD FD 120						
MO-JOHNS INC	RECREATIONAL SUPPLIES	PORT A JOHNS	07/09/2012	7/9/2012	7/27/2012	\$80.00
VIRGINIA RECREATION &	RECREATIONAL SUPPLIES	TICKETS	JULY 2012	7/13/2012	7/27/2012	\$1,085.00
VIRGINIA RECREATION &	RECREATIONAL SUPPLIES	TICKETS	JULY 2012	7/13/2012	7/27/2012	\$2,325.00
Total:						\$3,490.00
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LIBRARY						
CENTURYLINK 309647441	TELECOMMUNICATIONS	PHONE	309647441 0716	7/16/2012	7/27/2012	\$619.16
DEMCO	OFFICE SUPPLIES	SUPPLIES	4668640	7/16/2012	7/27/2012	\$255.21
SHOWCASES	OFFICE SUPPLIES	SUPPLIES	JULY 2012	7/9/2012	7/27/2012	\$303.23
STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	SUPPLIES	7000041798	7/10/2012	7/27/2012	\$76.58

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AMAZON.COM	BOOKS/PUBLICATIONS	SUPPLIES		07/10/2012	6/30/2012	7/27/2012	\$7,053.50
SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER		07/01/2012	7/1/2012	7/27/2012	\$54.60
THE LIBRARY CORPORATION	BOOKS/PUBLICATIONS	SUPPLIES		202100078	5/31/2012	7/27/2012	\$500.00
THE LIBRARY CORPORATION	BOOKS/PUBLICATIONS	SOFTWARE		2012080084	5/31/2012	7/27/2012	\$8,555.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP		12125225	7/1/2012	7/27/2012	\$109.47
BANK OF AMERICA	OFFICE SUPPLIES	SUPPLIES		HOFFMAN 07312012	7/30/2012	8/10/2012	\$16.80
BANK OF AMERICA	CONVENTION AND EDUCATION	MONTHLY STATEMENT		MWEAVER 07302012	7/30/2012	8/10/2012	\$139.00
CHILDREN'S PLUS INC	BOOKS/PUBLICATIONS	BOOKS		086177	7/26/2012	8/10/2012	\$1,232.13
EBSCO	BOOKS/PUBLICATIONS	RENEWAL		2791	6/1/2012	8/10/2012	\$1,954.18
OVERDRIVE	BOOKS/PUBLICATIONS	MAINTENANCE FEE		CD0002632	6/18/2012	8/10/2012	\$1,750.00
CHILDREN'S PLUS INC	BOOKS/PUBLICATIONS	BOOKS		086399	6/26/2012	8/10/2012	\$2,618.36
Total:						\$25,237.22	
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COUNTY PLANNER							
AMERICAN PLANNING ASSOC.	DUES OR ASSOCIATION MEMBERSHIP	MEMBERSHIP		2310261256	7/9/2012	7/27/2012	\$195.00
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES		0124000001	7/17/2012	7/27/2012	\$115.48
PALMYRA PRESS, INC	OFFICE SUPPLIES	BUSINESS CARDS		3132	7/10/2012	7/27/2012	\$120.00
CROSSROADS AUTO REPAIR LL	BLDGS EQUIP VEHICLE REP&MAINT	VEHICLE REPAIRS		JULY 2012	7/12/2012	7/27/2012	\$1,016.50
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS		12125225 07/001	7/1/2012	7/27/2012	\$494.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP		12125225	7/1/2012	7/27/2012	\$630.30
BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT		FINCH 07302012	7/30/2012	8/10/2012	\$1.33
BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT		FINCH 07302012	7/30/2012	8/10/2012	\$11.72
BANK OF AMERICA	VEHICLE FUEL	MONTHLY STATEMENT		FINCH 07302012	7/30/2012	8/10/2012	\$20.04

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BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	FINCH 07302012	7/30/2012	8/10/2012	\$28.01
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$21.44
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$99.24
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$39.33
BANK OF AMERICA	DUES OR ASSOCIATION MEMBERSHIP	MONTHLY STATEMENT	MWEAVER 07302012	6/30/2012	8/10/2012	\$555.00
Total:						\$3,347.39
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PLANNING COMMISSION						
FLUVANNA REVIEW	ADVERTISING	ADS	08012012	8/1/2012	8/10/2012	\$319.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$41.36
Total:						\$360.36
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PLAN DEVELOPMENT						
CITYSCAPE CONSULTANTS INC	PROFESSIONAL SERVICES	AT&T SITE PLAN	2412,2413,2414	5/25/2012	8/10/2012	\$12,000.00
Total:						\$12,000.00
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ECONOMIC DEVELOPMENT						
COUNTY OF LOUISA	ZION CROSS TOURIST CTR	VISITOR'S CENTER	2082	6/30/2012	7/27/2012	\$2,790.69
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$830.18
BANK OF AMERICA	MILEAGE ALLOWANCES	MONTHLY STATEMENT	GROOT 07302012	7/30/2012	8/10/2012	\$50.87
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$4.29
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$49.62
Total:						\$3,725.65
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VA COOPERATIVE EXTENSION						
JOHN THOMPSON	AGRICULTURAL SUPPLIES	REIMBURSEMENT	VCE80055	6/28/2012	7/27/2012	\$87.89
CENTURYLINK	TELECOMMUNICATIONS	PHONE	309762613 0716	7/16/2012	8/10/2012	\$21.44
JOHN THOMPSON	OTHER OPERATING SUPPLIES	OFFICE SUPPLIES	VCE80056	7/30/2012	8/10/2012	\$166.35
QUILL	OTHER OPERATING SUPPLIES	SUPLIES	4344042	7/25/2012	8/10/2012	\$120.28
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$46.46
Total:						\$442.42
NON PROFITS						
FLUVANNA COUNTY	COUNTY MUSEUM	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$475.00
JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA BOARD/AGING	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$16,250.00
JAUNT INC	JAUNT	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$16,250.00
JEFFERSON AREA CHIP	JEFFERSON AREA CHIP	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$11,875.00
LEGAL AID JUSTICE CENTER	LEGAL AID	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$3,563.00
MONTICELLO AREA COMMUNITY	MACAA	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$10,823.00
PIEDMONT HOUSING ALLIANCE	PIEDMONT HOUSING ALLIANCE	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$1,900.00
REGION TEN	REGION TEN COMMUNITY SERVICES	ALLOCATON	FY13 1ST QTR	7/1/2012	7/27/2012	\$20,187.50
SEXUAL ASSAULT RESOURCE AGENCY	SEXUAL ASSAULT RESOURCE AGENCY	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$950.00
SHELTER FOR HELP IN EMERG	SHELTER FOR HELP/EMERGENCY	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$8,550.00
THOMAS JEFFERSON	T J PLANNING DIST. COMM.	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$7,057.50
THOMAS JEFFERSON EMS INC	T J EMS	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$16,095.00
THOMAS JEFFERSON PARTNERS	TJ PARTNERSHIP ECO DEV	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$9,500.00

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
THOMAS JEFFERSON SOIL &	SOIL & WATER CONSER. DIST.	ALLOCATION	FY13 1ST QTR	7/1/2012	7/27/2012	\$15,200.00
					Total:	\$138,676.00
MISCELLANEOUS NON DEPARTMENTAL						
VACORP	LINE OF DUTY	LINE OF DUTY COVERAGE	VAFL032	7/1/2012	7/27/2012	\$28,005.00
FLUVANNA DEPARTMENT	PROFESSIONAL SERVICES	1/32 COST ALLOCATION REIMBURSEMENT	63012	6/30/2012	7/27/2012	\$24,145.39
					Total:	\$52,150.39
TRANSFER TO OTHER FUNDS						
COUNTY OF FLUVANNA	TRANS TO DRUG FORFEITURE	DRU FORFEITURE	63012	6/30/2012	8/10/2012	\$541.17
					Total:	\$541.17
			100 GENERAL FUND		Fund Total:	\$1,106,411.45

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 202 FEDERAL GRANTS						
PUBLIC SAFETY-FEDERAL OPER GRT						
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	JOHNSON 07312012	6/30/2012	8/10/2012	\$198.89
					Total:	\$198.89
					202 FEDERAL GRANTS	Fund Total: \$198.89

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 302 CAPITAL IMPROVEMENT						
GENERAL CAPITAL PROJECT						
FLOOR CRAFT	CONTRACT SERVICES	SUPPLY & INSTALL CARPET CARYSBROOK	3	7/30/2012	8/10/2012	\$7,105.50
FRESH COAT PAINTING	CONTRACT SERVICES	PAINT SOCIAL SVC PARTIAL BILLING	100	7/21/2012	8/10/2012	\$6,000.00
Total:						\$13,105.50
FIRE & RESCUE CAP PROJ						
DJG, INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	1302038	6/30/2012	7/27/2012	\$5,865.00
Total:						\$5,865.00
SCHOOL CONSTRUCTION PROJECT						
AMERICAN OFFICE OF RICHMOND LLC	CONTRACT SERVICES	INSTALLATION & LABOR, EQUIPMENT	704240	5/8/2012	7/27/2012	\$107,279.57
AMERICAN OFFICE OF RICHMOND LLC	CONTRACT SERVICES	FUNITURE, EQUIPMENT HIGH SCHOOL	7042430	5/7/2012	7/27/2012	\$390,465.03
DELTA GRAPHIC INC	CONTRACT SERVICES	CAFETERIA TABLES HIGH SCHOOL	07012038	6/11/2012	7/27/2012	\$50,855.70
EXTREME EQUIPMENT SALES LLC	CONTRACT SERVICES	GYM EQUIPMENT HIGH SCHOOL	3539	6/20/2012	7/27/2012	\$77,032.00
JMJ WORKPLACE INTERIORS	CONTRACT SERVICES	CHAIRS HIGH SCHOOL	83527	6/26/2012	7/27/2012	\$71,288.40
VIRGINIA SCHOOL EQUIPMENT CO	CONTRACT SERVICES	METAL SHELVING LOCKERS HIGH SCHOOL	12050KM	6/11/2012	7/27/2012	\$13,500.00
VS AMERICA INC	CONTRACT SERVICES	CHAIRS HIGH SCHOOL	VS4009	5/12/2012	7/27/2012	\$16,296.40
VS AMERICA INC	CONTRACT SERVICES	TABLE, CHAIRS HIGH SCHOOL	VS4007	5/12/2012	7/27/2012	\$581,458.01
WENGER	CONTRACT SERVICES	CHAIR,WORK STATIONS HIGH SCHOOL	630718	6/15/2012	7/27/2012	\$56,596.00

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
COMMUNICATIONS SPECIALIST INC	CONTRACT SERVICES	PAYMENT ON SOUND SYSTEM	0021615IN	3/14/2012	8/10/2012	\$10,548.75
						Total: \$1,375,319.86
<hr/>						
SCHOOL CAPITAL PROJECT						
BOWMAN CONSULTING	CONTRACT SERVICES	COORDINATION/MEETINGS/DATA COLLECTOR	148196	6/30/2012	8/10/2012	\$9,742.50
						Total: \$9,742.50
<hr/>						
					Fund Total:	\$1,404,032.86
<hr/>						

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 502 SEWER						
UTILITY OPERATIONAL EXPENSES						
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	07/12/12	7/12/2012	7/27/2012	\$10.11
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$1,013.45
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	THOMAS 07302012	7/30/2012	8/10/2012	\$119.99
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	JULY 2012	7/26/2012	8/10/2012	\$10.11
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$30.68
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$407.24
CENTURYLINK 309433290	TELECOMMUNICATIONS	PHONE	309433290 0719	7/16/2012	8/10/2012	\$46.67
CENTURYLINK 310089744	TELECOMMUNICATIONS	PHONE	310089744 07/19	7/16/2012	8/10/2012	\$38.90
BANK OF AMERICA	VEHICLE FUEL	MONTHLY STATEMENT	THOMAS 07312012	6/30/2012	8/10/2012	\$452.52
ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	TESTING	06282012	6/28/2012	8/10/2012	\$430.00
Total:						\$2,559.67
502 SEWER						Fund Total: \$2,559.67

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 505 FORK UNION SANITARY DISTRICT						
FUSD OPERATIONAL EXPENSES						
FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND SUPPLIES	MATERIALS	1883353	7/12/2012	7/27/2012	\$95.54
FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND SUPPLIES	MATERIALS	1886765	7/12/2012	7/27/2012	\$493.58
VDH-WATERWORKS TECH ASST	PERMITS AND FEES	OPERATION FEE	2012 INVOICE	7/9/2012	7/27/2012	\$1,286.20
ALL STAR AUTO PARTS	BLDGS EQUIP VEHICLE REP&MAINT	SUPPLIES	1297 06302012	6/30/2012	7/27/2012	\$38.91
CENTURYLINK 309719161	TELECOMMUNICATIONS	PHONE	309719161 0716	7/16/2012	7/27/2012	\$168.59
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	07/12/12	7/12/2012	7/27/2012	\$38.93
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	07/12/12	7/12/2012	7/27/2012	\$50.08
MO-JOHNS INC	PURCHASE OF SERVICES	PORT A JOHNS	07/09/2012	7/9/2012	7/27/2012	\$60.00
UNIVAR USA INC	AGRICULTURAL SUPPLIES	CHEMICALS	R1619538	6/15/2012	7/27/2012	\$1,228.77
VACORP	VEHICLE INSURANCE	LIABILITY/PROPERTY INS	12125225 07/001	7/1/2012	7/27/2012	\$2,964.00
VACORP	WORKER'S COMPENSATION	WORKERS COMP	12125225	7/1/2012	7/27/2012	\$3,032.07
BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT	THOMAS 07302012	7/30/2012	8/10/2012	\$24.08
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	THOMAS 07302012	7/30/2012	8/10/2012	\$65.14
BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT	THOMAS 07302012	7/30/2012	8/10/2012	\$271.69
BANK OF AMERICA	GENERAL MATERIALS AND SUPPLIES	MONTHLY STATEMENT	THOMAS 07302012	7/30/2012	8/10/2012	\$379.97
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	JULY 2012	7/26/2012	8/10/2012	\$38.93
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	JULY 2012	7/26/2012	8/10/2012	\$42.63
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$66.46
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$69.20

**County of Fluvanna  
Accounts Payable List**

**From Date: 7/26/2012  
To Date: 8/27/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$108.86
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$266.11
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$1,298.45
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	JULY 2012	7/27/2012	8/10/2012	\$1,434.70
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONES	6762384587	7/19/2012	8/10/2012	\$112.26
VERIZON BUSINES #90048588	TELECOMMUNICATIONS	PHONE	09618381	7/25/2012	8/10/2012	\$16.14
E.W. OWEN	LEASE/RENT	WELL RENT	08012012	8/1/2012	8/10/2012	\$150.00
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0124167001	7/25/2012	8/10/2012	\$16.35
SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	TEST	868144	7/27/2012	8/10/2012	\$30.00
VA INFORMATION	TELECOMMUNICATIONS	LONG DISTANCE	T249008	6/30/2012	8/10/2012	\$2.58
LOWE'S	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	07252012	6/30/2012	8/10/2012	\$152.16
Total:						\$14,002.38
505 FORK UNION SANITARY DISTRICT						Fund Total: \$14,002.38

**PRESENTATION TO:**

**FLUVANNA COUNTY, VIRGINIA**

**DEBT AND PROJECT FINANCING**

September 5, 2012

**RAYMOND JAMES®**

**Morgan Keegan**

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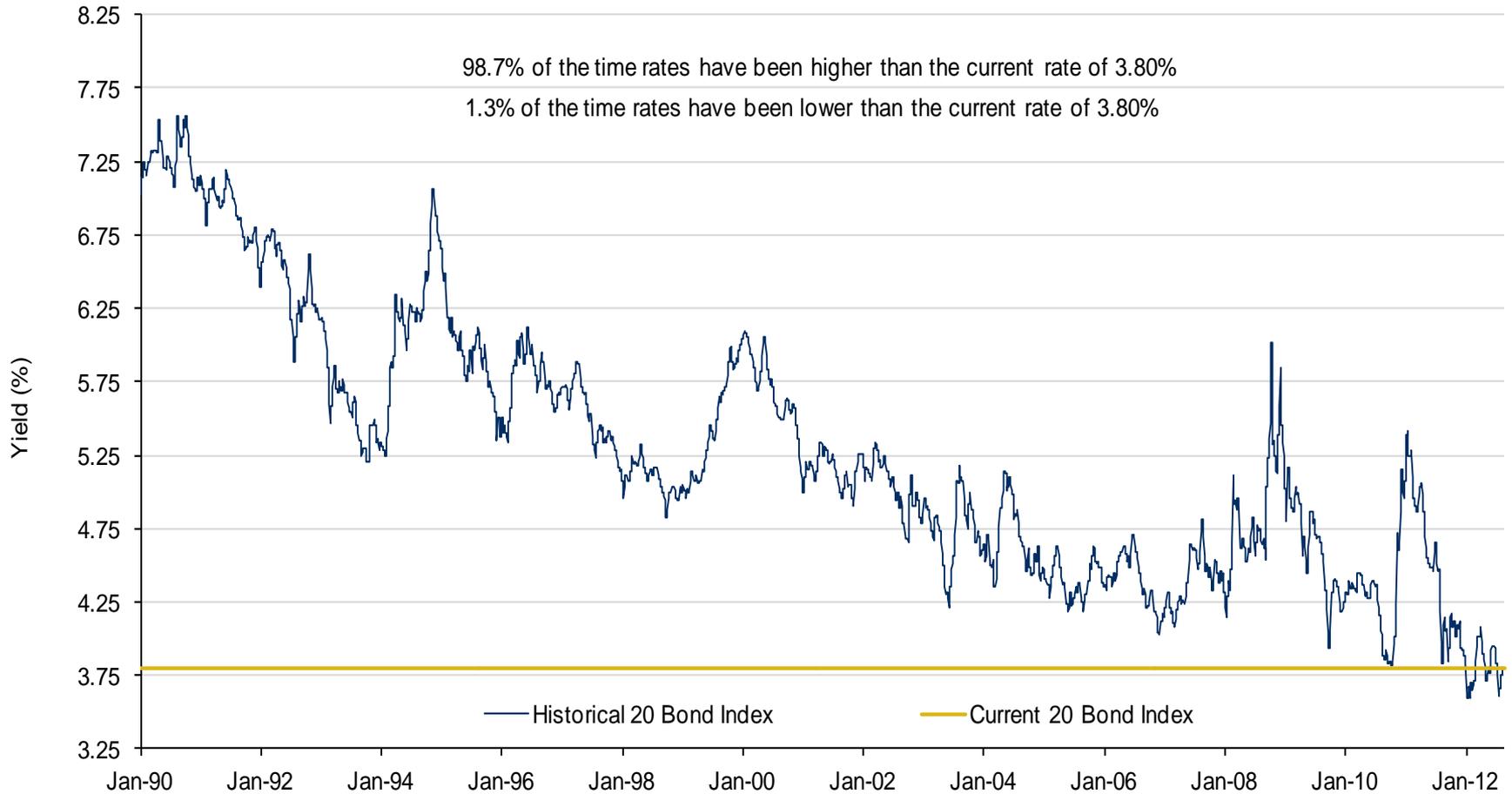
## OBJECTIVE

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- Review priorities on new project financings
- Review debt service savings opportunities
- Schedule approvals
  - Economic Development Authority – **Date TBD**
  - Board of Supervisors – September 5 & September 19
  - School Board – September 12th

## HISTORICAL VS. CURRENT BOND BUYER 20 BOND INDEX

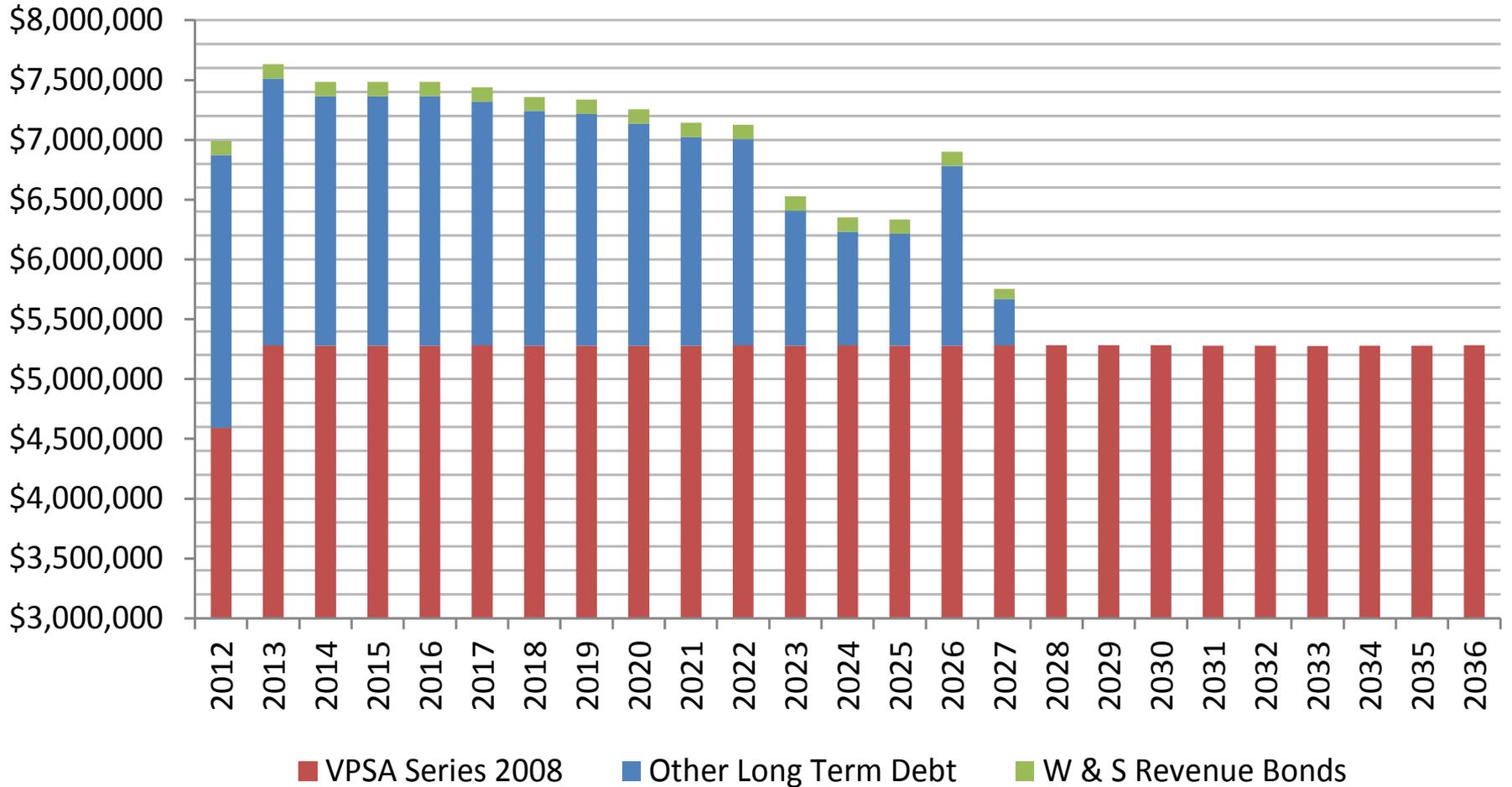
Historical vs. Current 20 Bond Index



## DETAILS OF EXISTING DEBT

	Issue	Original Issue	Interest Rates	Final Maturity	Outstanding as of 30-Jun-12	First Call Features	FY 2013 Debt Service
<b>A</b>	2010 (Interim Finan. - School Note)	\$2,704,077	1.59%	Jan-13	\$2,704,077	Anytime @ 100%	N/A
<b>B</b>	<b>Subtotal</b>	<b>\$2,704,077</b>			<b>\$2,704,077</b>		
<b>C</b>	VPSA 2008 (High School)	\$67,525,000	4.00% - 6.50%	Dec-36	\$66,825,000	12/1/2018 @ 100%	\$5,281,600
<b>D</b>	Series 2007 (School - BQ)	\$1,900,000	3.91%	Jan-23	\$1,500,900	On Any Debt Service Date @ 101%	\$170,485
<b>E</b>	Series 2006 (County Library - BQ)	\$2,695,000	4.27%	Jan-22	\$2,106,600	On Any Debt Service Date @ 101%	\$263,252
<b>F</b>	Series 2005 (Courthouse - BQ)	\$2,420,100	4.29%	Oct-25	\$2,017,200	In whole on 10/15/2013 @ 102% (Subject to Accel. on 10/15/2020)	\$159,538
<b>G</b>	<b>Subtotal</b>	<b>\$74,540,100</b>			<b>\$72,449,700</b>		<b>\$5,874,875</b>
<b>H</b>	Other School Debt (VPSA)	\$15,758,478	0.0% - 8.00%	Sep-26	\$11,080,886	N/A	\$926,001
<b>I</b>	Other School Debt (Literary Fund Loans)	\$9,697,023	3.00% - 4.00%	Jul-21	\$3,264,254	N/A	\$575,178
<b>J</b>	Capital Leases	\$1,079,963	3.98% - 4.13%	Oct-18	\$553,200	N/A	\$137,461
<b>K</b>	Enterprise Funds (W & S)	\$2,200,000	0.00% - 4.50%	Dec-30	\$1,530,561	N/A	\$119,520
<b>L</b>	<b>Subtotal</b>	<b>\$28,735,464</b>			<b>\$16,428,901</b>		<b>\$1,758,160</b>
<b>M</b>	<b>Total</b>	<b>\$105,979,641</b>			<b>\$91,582,678</b>		<b>\$7,633,035</b>

# FLUVANNA CURRENT DEBT SERVICE



*\*Excludes the 2010 Interim Financing School Note which must be refinanced before January 1, 2013*

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## **SHERIFF VEHICLES - \$220,000**

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- Vehicles delivered and awaiting pick-up
- Reimbursement Resolution approved
- Financing Option – received 3 bids
  - Non-Bank Qualified Loan Winning Bidder – BB & T – interest rate of 2.05%
- Estimated annual loan payment over 3 years - \$88,200
- Closing expected September 5
- BOS action required - None

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## **FIRE TRUCK FINANCING - \$541,321**

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- Ordered new fire truck in March 2012
- Delivery of fire truck due in October 2012
- Financing Option - received 3 bids
  - Non-Bank Qualified Loan Winning Bidder – BB & T – Interest rate of 2.64%
- Estimated annual loan payment over 10 years - \$61,260
- Closing expected September 5
- BOS action required - None

## A - SERIES 2010 INTERIM FINANCING – SCHOOL PROJECT – \$2,704,077

- Issued through the EDA in 2007 in anticipation of obtaining a 3% Literary Loan from the Commonwealth of Virginia
- Refinanced through SunTrust Bank at 1.59% in 2010
- \$2,704,077 due on January 1, 2013

Original Issue Amount	Refinanced in 2009 as QSCB*	Current Balance
\$7,500,000	\$5,420,000	\$2,704,077

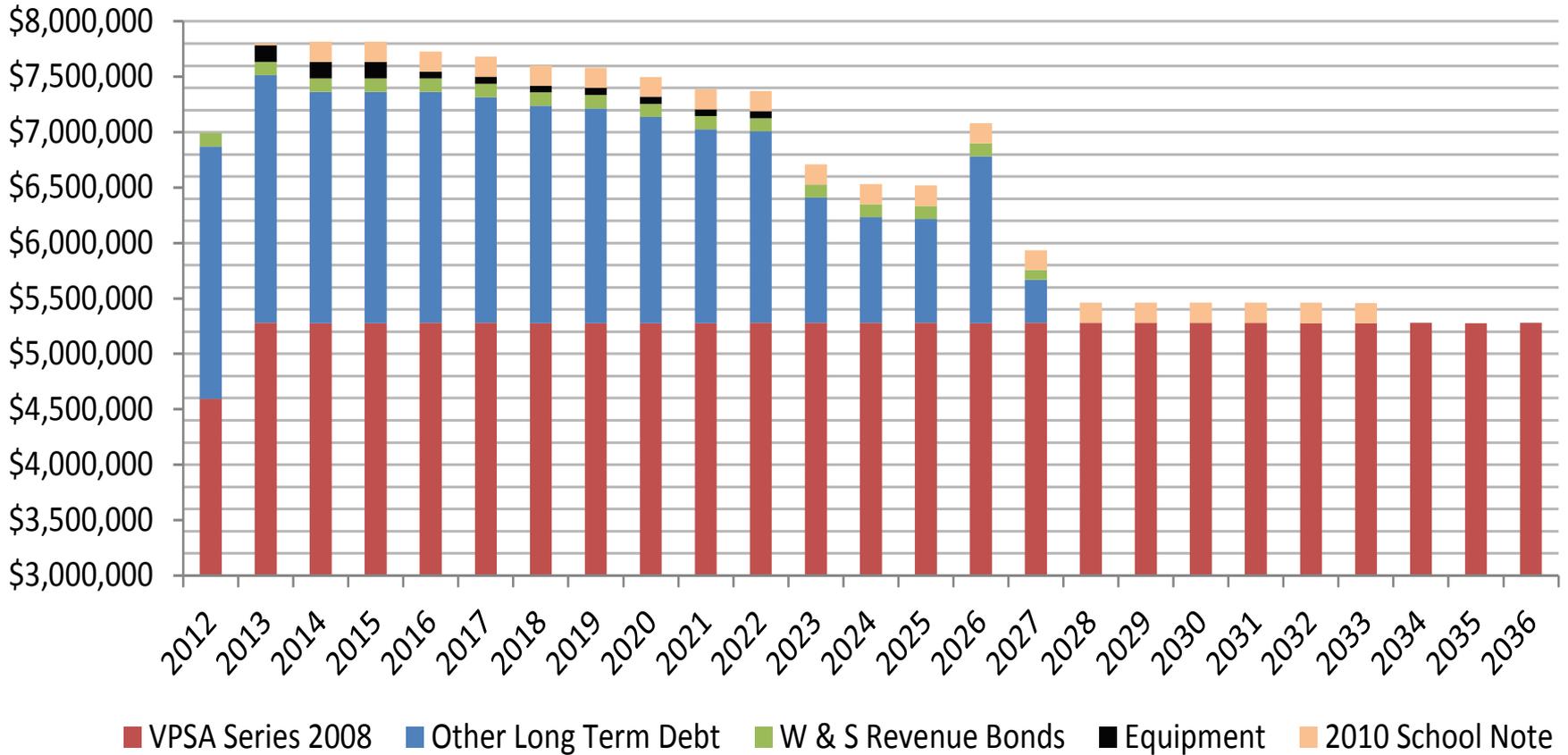
- Refinancing options
  - Fixed rate for 20 years into the Virginia Public School Authority fall 2012 pool
    - Application was submitted on August 17<sup>th</sup>
    - Estimated rate of 3.09%
    - **Estimated annual VPSA loan payment for 20 years - \$181,000 (increase of \$134,000 annually)**
  - Roll over prior to January 2013 in anticipation of obtaining a future Literary Loan
- County action required
  - BOS Concurrence (9/5)
  - School Board Approval (9/12)
  - BOS Resolution adopted approval - (9/19)
    - Public Hearing Required
  - VPSA Board approval (9/20)

*\*The County issued Qualified School Construction Bonds through the Virginia Public School Authority as part of the 2009 Federal Stimulus Program. These bonds have zero interest rate, a 2026 maturity and annual sinking fund payments ranging from \$135,500 to \$387,143.*

# UPDATED DEBT SERVICE

Average annual debt payment increase of \$150,000

## Fluvanna County Debt Service w/Fire Truck, Sheriff Vehicles & School Project



## Refinancing Opportunities

### DETAILS OF CERTAIN EXISTING DEBT

	Issue	Original Issue	Interest Rates	Final Maturity	Outstanding as of 30-Jun-12	First Call Features	FY 2013 Debt Service
<b>C</b>	VPSA 2008 (High School)	\$67,525,000	4.00% - 6.50%	Dec-36	\$66,825,000	12/1/2018 @ 100%	\$5,281,600
<b>D</b>	Series 2007 (School - BQ)	\$1,900,000	3.91%	Jan-23	\$1,500,900	On Any Debt Service Date @ 101%	\$170,485
<b>E</b>	Series 2006 (County Library - BQ)	\$2,695,000	4.27%	Jan-22	\$2,106,600	On Any Debt Service Date @ 101%	\$263,252
<b>F</b>	Series 2005 (Courthouse - BQ)	\$2,420,100	4.29%	Oct-25	\$2,017,200	In whole on 10/15/2013 @ 102% (Subject to Accel. on 10/15/2020)	\$159,538
<b>G</b>	<b>Subtotal</b>	<b>\$74,540,100</b>			<b>\$72,449,700</b>		<b>\$5,874,875</b>

**C - SERIES 2008 – SCHOOL PROJECT - \$67,525,000**

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- Originally issued through VPSA on a stand-alone basis (not in VPSA pool)
- First possible payoff date is December 1, 2018
  - Can be refinanced in advance of payoff date
- Current balance: \$66,825,000
- Current interest rates range from 4.00% in 2013 to 6.5% in 2035
- **Two VPSA Pool Refinancing Options Available**
  - Refinance:
    - All Callable Maturities
    - Best Callable Maturities
  - Earliest refunding possibility – mid-November 2012 pricing, December 2012 closing

## Refinancing Opportunities (cont.)

### C - SERIES 2008 – SCHOOL PROJECT - \$67,525,000 (CONT.)

#### • All Callable Maturities (2019 – 2035 maturities)

Bond Refunded	\$55,420,000
Interest Financed to Call Date (12/1/2018)	20,258,625
Estimated Earnings on Escrow (SLGS)	<u>-3,155,635</u>
<b>Total funds needed to refund bonds</b>	<b>72,522,990</b>
Estimated Cost of Issuance	<u>450,155</u>
Total bond proceeds needed	72,973,145
Bond premium / (discount) at sale	<u>11,118,145</u>
<b>New Bonds Issued</b>	<b>\$61,855,000</b>

- Current estimated PV savings of \$2.34 million or 4.22%
- Current estimated savings of \$1.2 million in FY 2013 and \$100,000 per year thru FY 2036
- Interest Cost 3.37%

## Refinancing Opportunities (cont.)

### C - SERIES 2008 – SCHOOL PROJECT - \$67,525,000 (CONT.)

#### • Best Callable Maturities (2023-2028, 2033-2035 maturities)

Bond Refunded	\$31,500,000
Interest Financed to Call Date (12/1/2018)	12,028,425
Estimated Earnings on Escrow (SLGS)	<u>-\$1,802,514</u>
<b>Total funds escrowed to refund bonds</b>	<b>41,725,911</b>
Estimated Cost of Issuance	<u>\$343,228</u>
Total bond proceeds needed	42,069,139
Bond premium / (discount) at sale	<u>\$6,449,139</u>
<b>New Bonds Issued</b>	<b>\$35,620,000</b>

- Current estimated present value savings of \$1.84 million or 5.8%
- Current estimated savings of \$740,000 in FY 2013 and \$90,000 thereafter
- Interest Cost 3.47%

## Refinancing Opportunities (cont.)

### CURRENT DEBT / NEW DEBT / DIFFERENCE (AS OF 8/27/2012)

**Outstanding Debt: +\$4.12 million**

**Interest Paid: -\$6.9 million**

**Savings: +\$2.8 million**

#### Best Maturities

Current Payment Schedule				Refunding Payment Schedule				Difference		
Date	Principal	Interest	Total P+I	Principal	Interest	VP&A Fee	Total P+I	Principal	Interest & Fees	Total P+I
6/30/2013	\$0	\$1,911,500	\$1,911,500	\$0	\$1,169,988	\$0	\$1,169,988	\$0	(\$741,512)	(\$741,512)
6/30/2014	\$1,485,000	\$3,793,300	\$5,278,300	\$1,705,000	\$3,468,113	\$11,675	\$5,184,788	\$220,000	(\$313,512)	(\$93,512)
6/30/2015	\$1,545,000	\$3,732,700	\$5,277,700	\$1,770,000	\$3,403,063	\$17,700	\$5,190,763	\$225,000	(\$311,938)	(\$86,938)
6/30/2016	\$1,620,000	\$3,659,275	\$5,279,275	\$1,855,000	\$3,323,863	\$17,588	\$5,196,450	\$235,000	(\$317,825)	(\$82,825)
6/30/2017	\$1,700,000	\$3,581,688	\$5,281,688	\$1,940,000	\$3,239,150	\$17,470	\$5,196,620	\$240,000	(\$325,068)	(\$85,068)
6/30/2018	\$1,770,000	\$3,507,906	\$5,277,906	\$2,015,000	\$3,158,094	\$17,350	\$5,190,444	\$245,000	(\$332,463)	(\$87,463)
6/30/2019	\$1,855,000	\$3,422,813	\$5,277,813	\$2,110,000	\$3,065,500	\$17,228	\$5,192,728	\$255,000	(\$340,085)	(\$85,085)
6/30/2020	\$1,955,000	\$3,322,675	\$5,277,675	\$2,220,000	\$2,956,238	\$17,100	\$5,193,338	\$265,000	(\$349,338)	(\$84,338)
6/30/2021	\$2,060,000	\$3,217,413	\$5,277,413	\$2,335,000	\$2,840,175	\$16,968	\$5,192,143	\$275,000	(\$360,270)	(\$85,270)
6/30/2022	\$2,170,000	\$3,111,663	\$5,281,663	\$2,455,000	\$2,723,225	\$16,830	\$5,195,055	\$285,000	(\$371,608)	(\$86,608)
6/30/2023	\$2,285,000	\$2,994,575	\$5,279,575	\$2,580,000	\$2,594,538	\$16,688	\$5,191,225	\$295,000	(\$383,350)	(\$88,350)
6/30/2024	\$2,425,000	\$2,855,956	\$5,280,956	\$2,705,000	\$2,471,700	\$16,540	\$5,193,240	\$280,000	(\$367,716)	(\$87,716)
6/30/2025	\$2,580,000	\$2,699,550	\$5,279,550	\$2,815,000	\$2,361,300	\$15,188	\$5,191,488	\$235,000	(\$323,063)	(\$88,063)
6/30/2026	\$2,745,000	\$2,533,144	\$5,278,144	\$2,945,000	\$2,231,375	\$13,780	\$5,190,155	\$200,000	(\$287,989)	(\$87,989)
6/30/2027	\$2,925,000	\$2,355,956	\$5,280,956	\$3,100,000	\$2,080,250	\$12,308	\$5,192,558	\$175,000	(\$263,399)	(\$88,399)
6/30/2028	\$3,115,000	\$2,167,206	\$5,282,206	\$3,260,000	\$1,921,250	\$10,758	\$5,192,008	\$145,000	(\$235,199)	(\$90,199)
6/30/2029	\$3,315,000	\$1,966,269	\$5,281,269	\$3,425,000	\$1,754,125	\$9,128	\$5,188,253	\$110,000	(\$203,016)	(\$93,016)
6/30/2030	\$3,525,000	\$1,756,925	\$5,281,925	\$3,620,000	\$1,560,375	\$7,415	\$5,187,790	\$95,000	(\$189,135)	(\$94,135)
6/30/2031	\$3,740,000	\$1,538,975	\$5,278,975	\$3,840,000	\$1,337,550	\$7,368	\$5,184,918	\$100,000	(\$194,058)	(\$94,058)
6/30/2032	\$3,970,000	\$1,307,675	\$5,277,675	\$4,075,000	\$1,101,125	\$7,318	\$5,183,443	\$105,000	(\$199,233)	(\$94,233)
6/30/2033	\$4,215,000	\$1,062,125	\$5,277,125	\$4,325,000	\$850,200	\$7,265	\$5,182,465	\$110,000	(\$204,660)	(\$94,660)
6/30/2034	\$4,490,000	\$789,750	\$5,279,750	\$4,570,000	\$606,750	\$7,210	\$5,183,960	\$80,000	(\$175,790)	(\$95,790)
6/30/2035	\$4,790,000	\$488,150	\$5,278,150	\$4,800,000	\$372,500	\$4,925	\$5,177,425	\$10,000	(\$110,725)	(\$100,725)
6/30/2036	\$5,115,000	\$166,238	\$5,281,238	\$5,050,000	\$126,250	\$2,525	\$5,178,775	(\$65,000)	(\$37,463)	(\$102,463)
<b>Total</b>	<b>\$65,395,000</b>	<b>\$57,943,425</b>	<b>\$123,338,425</b>	<b>\$69,515,000</b>	<b>\$50,716,694</b>	<b>\$288,320</b>	<b>\$120,520,015</b>	<b>\$4,120,000</b>	<b>(\$6,938,410)</b>	<b>(\$2,818,410)</b>

## **C - SERIES 2008 – SCHOOL PROJECT - \$67,525,000 (CONT.)**

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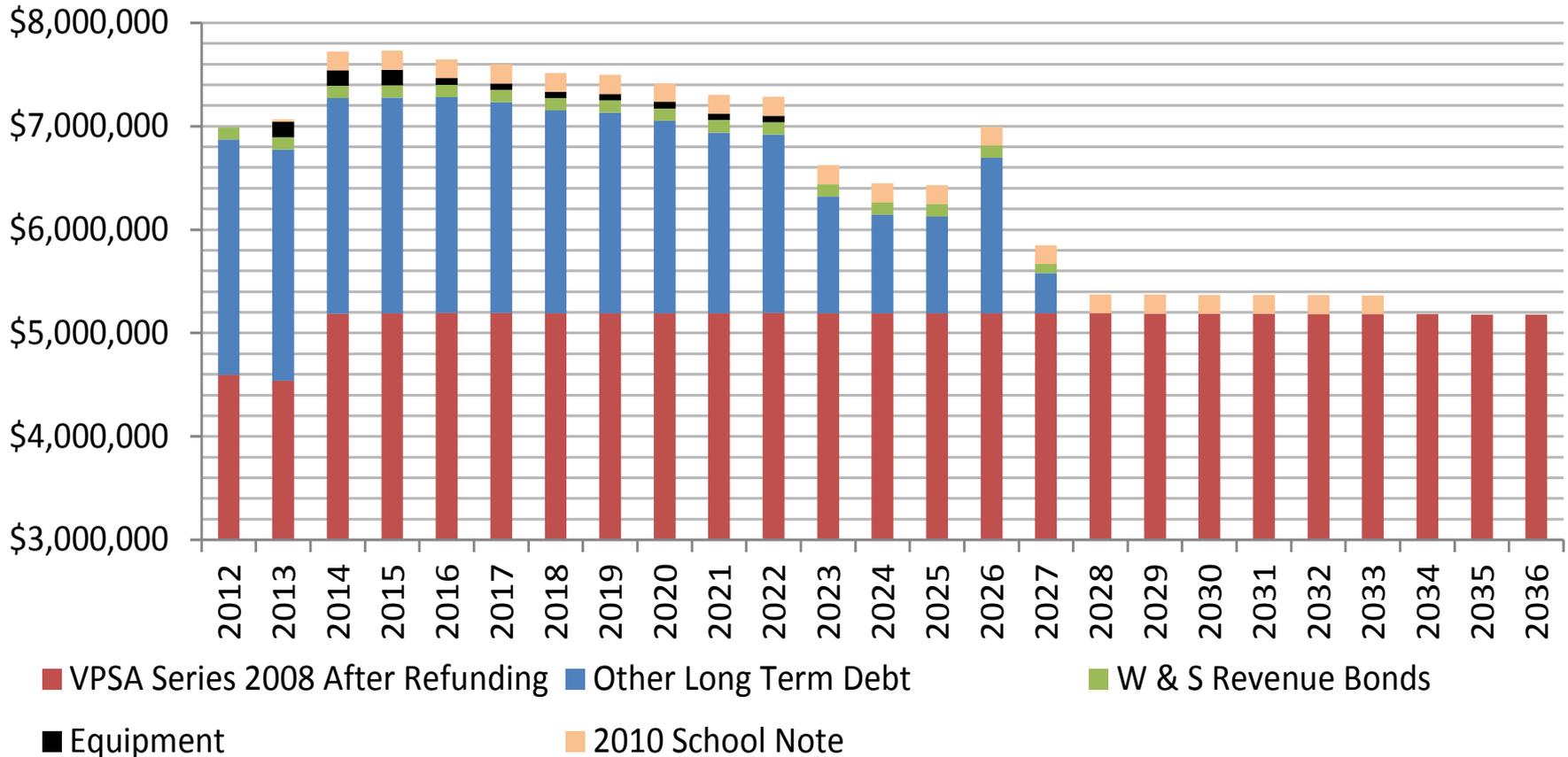
- County action required for Best Callable Maturities Option
  - School Board approval (Oct)
  - BOS approval - New resolution should be adopted (Oct)
  - VPSA Board approval (by mid-Nov)

## Refinancing Opportunities (cont.)

### UPDATED DEBT SERVICE

Average annual debt payment increase of \$150,000  
After FY 2013, average annual savings of \$90,000

**Fluvanna County Debt Service w/Fire Truck, Sheriff Vehicles & School Project & 2008 Refunding Savings**



### D - SERIES 2007 – SCHOOL PROJECT - \$1,900,000

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- Issued through the EDA for the school projects including high school
- Purchased by BB&T at a Bank Qualified interest rate of 3.91%
- Current balance: \$1,500,900
- Call date – On any debt service date with **1% premium** (next call date Jan 15, 2013)
- Refinancing options
  - Re-set rate with BB&T - estimated rate of 2.62%
  - Re-bid to banks on bank-qualified basis
  - **Refinance into the VPSA pool – Estimated rate of 1.99%**
    - **Application submitted on August 17**
    - **County resolution due to VPSA on 9/19**
- Average annual savings: \$13,500 through 2023
- **County action required**
  - School Board approval – **9/12**
  - BOS approval – **9/12**

### E - SERIES 2006 – COUNTY LIBRARY - \$2,695,000

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- Issued through the EDA
- Purchased by BB&T at an interest rate of 4.27%
- Current Balance: \$2,106,600
- Call date – Any debt service date with a **1% premium** (next call date January 15, 2013)
- Refinancing options
  - **Re-set rate with BB&T - estimated rate of 2.55%**
  - Re-bid to multiple banks
  - Refinance into the VRA Pool – Estimated all-in rate of 2.06% (next VRA financing – Spring 2013)
- Average annual savings: \$24,000 through 2022
- County action required
  - EDA approval
  - BOS approval

### F - SERIES 2005 – COURTHOUSE PROJECT - \$2,420,100

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- Issued through the EDA
  - Advance refunded the Series 1999 Bonds
  - Purchased by SunTrust Bank - interest rate 4.29%
- Current balance: \$2,017,200
- Call date October 15, 2013 with 2% redemption premium
- Subject to acceleration on October 15, 2020
- Refinancing options
  - **Re-set rate with SunTrust (estimated rate of 2.05% good through 2020)**
  - Re-bid to a multiple banks on or after the October 15, 2013 call date
  - Refinance into the Virginia Resources Authority Pool on or after call date
- Average annual savings up to \$31,400 through 2026
- **County action required**
  - EDA approval
  - BOS approval

## Refinancing Opportunities (cont.)

### SUMMARY OF OTHER REFINANCING OPPORTUNITIES (D, E, F)

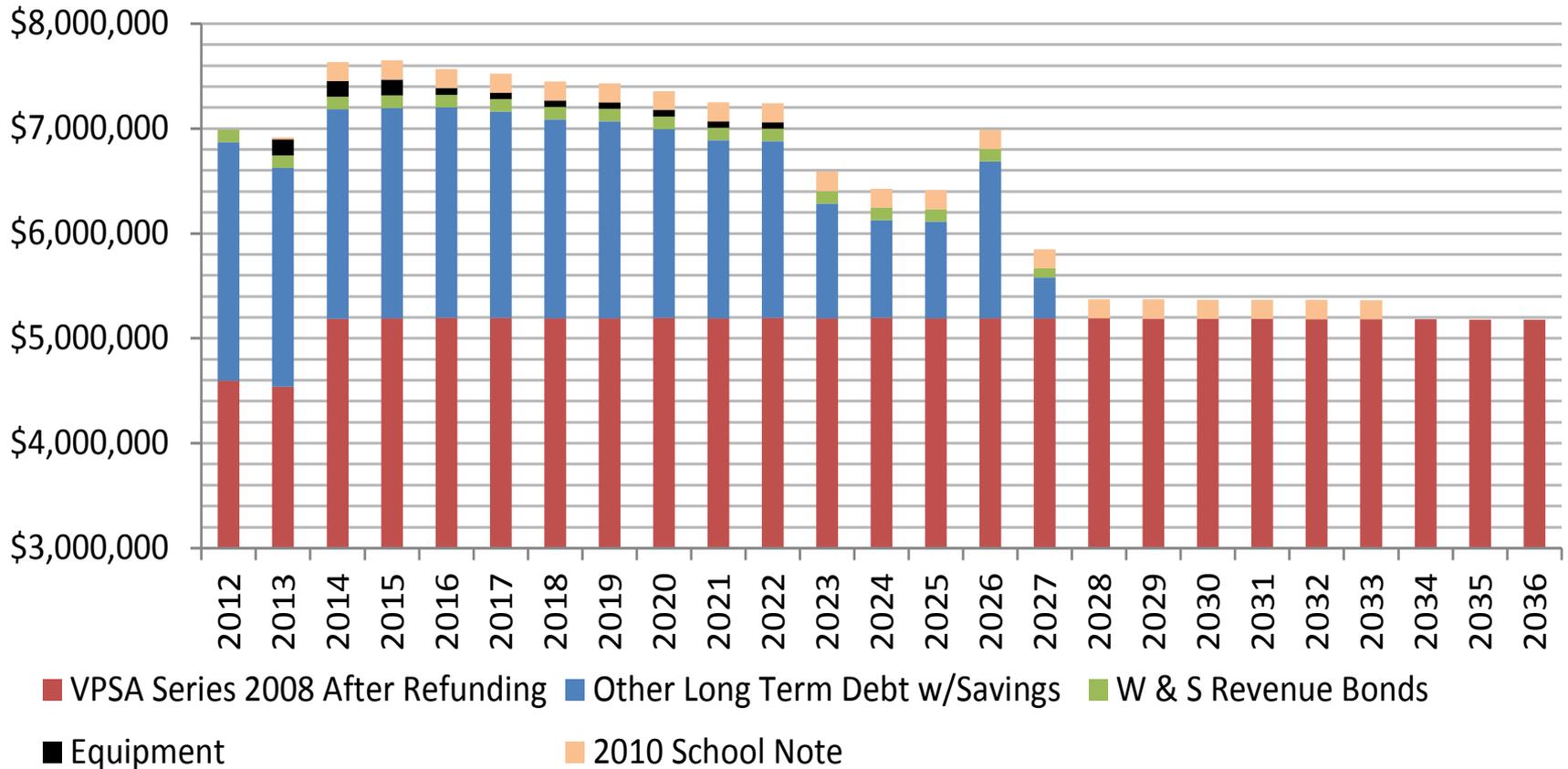
<b>Project</b>	<b>Balance</b>	<b>Existing Annual Debt Service</b>	<b>Projected Annual Debt Service</b>	<b>Projected Annual Savings</b>
School Project (to 2023)	\$ 1,500,906	\$170,000	\$156,500	\$13,500
County Library (to 2020)	\$ 2,106,000	\$263,000	\$239,000	\$24,000
Courthouse Project (to 2026)	\$ 2,017,700	\$201,900	\$170,500	\$31,400

## Refinancing Opportunities (cont.)

### UPDATED DEBT SERVICE

Average annual debt payment increase of \$175,000  
After FY 2013, average annual savings of \$120,000

**Fluvanna County Debt Service w/Fire Truck, Sheriff Vehicles & School Project & 2008 Refunding Savings and Other Savings Opportunities**



## DEBT SERVICE – BEFORE AND AFTER



**Average annual debt increase of \$175,000**

**FY 2013 savings of \$888,000**

**After FY 2013, average annual savings of \$120,000**

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# **FUTURE FINANCING CONSIDERATIONS**

September 5, 2012

### PUBLIC SAFETY RADIO SYSTEM - \$7.4 MILLION

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#### • Financing Options

- \$7.4 million from fund balance (CURRENT)
  
- \$7.4 million through the Virginia Resources Authority
  - Save \$3.5 million appropriation for future projects in a higher interest rate environment
  
- \$3.9 million through the Virginia Resources Authority and \$3.5 million from fund balance
  
- Bank Loan - If average life of system is shorter than 20 years
  - \$7.4 million
  - \$3.9 million bank loan and \$3.5 million from fund balance

**2014 – 2017 SCHOOL PROJECTS – ESTIMATED AT \$8 MILLION**

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- **Financing Options**

- Virginia Public School Authority
- Literary Loan (3%) – if available
- Cash from General Fund

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## OBJECTIVE

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- Implement current debt priorities
  - Increases annual debt service on average of \$175,000.
- Realize savings associated with certain outstanding debt
  - Could reduce annual debt service on average of \$120,000 (2014 – 2035).
- Schedule approvals
  - Economic Development Authority – **TBD**
  - Board of Supervisors – September 5 & September 19
  - School Board – September 12th

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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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## MEMORANDUM

TO: Board of Supervisors  
FROM: Eric Dahl, Budget Analyst  
SUBJECT: Contingency Balance  
DATE: August 28, 2012

The balance for the BOS contingency line for FY13 is as follows:

Board of Supervisors Contingency: \$250,000.00

Total Board of Supervisors Contingency \$ 250,000.00