



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

Circuit Courtroom, Fluvanna Courts Building
January 16, 2013, 7:00 pm

TAB AGENDA ITEMS

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

2 - COUNTY ADMINISTRATOR'S REPORT

3 - PUBLIC COMMENTS #1 (5 minutes each)

4 - PUBLIC HEARING

- D FY13 Budget Amendment of \$77,600,000 for Refinancing of Bonds – Barbara Horlacher, Director of Finance
-

5 - ACTION MATTERS

- E Approval of Submission of Bama Works Fund of Dave Matthews Band Grant Application – Patricia Groot, Grants Administrator & Jason Smith, Director of Parks & Recreation
F Appointment/Planning Commission, Columbia District – Steve Nichols, County Administrator
-

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

- G Library Board of Trustees – Cyndi Hoffman, Librarian
-

7 - CONSENT AGENDA

- H Minutes of January 2, 2013 – Mary Weaver, Clerk to the Board of Supervisors
I Fuel Card Policy – Joe Rodish, Purchasing Officer
J Open Space Renewal Application/Samuel G. & Denae D. Babbitt – Mel Sheridan, Commissioner of Revenue
K Open Space Application/Jerome P. Charba – Mel Sheridan, Commissioner of Revenue
-

8 - ACCOUNTS PAYABLE

None

9 - UNFINISHED BUSINESS

Water Update: Aqua of Virginia and the Department of Corrections – Robert Popowicz, Director of Community Development and Wayne Stephens, Public Works Director

10 - NEW BUSINESS

None

11 - PUBLIC COMMENTS #2 (5 minutes each)

12 - CLOSED MEETING

None

13 – ADJOURN

County Administrator Review

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 1/16/13

SUBJECT:	FY13 budget amendment of \$77,600,000 for refinancing of bonds
MOTION(s):	I move the Board of Supervisors approve a budget amendment of \$77,600,000 to the Capital Projects budget to reflect refinancing of bonds.
STAFF CONTACT:	Barbara Horlacher, Director of Finance
RECOMMENDATION:	Approval
TIMING:	Routine
DISCUSSION:	This action is necessary to correctly reflect an increase in the FY13 budget.
FISCAL IMPLICATIONS:	Revenues from issuance of refunding bonds will increase by \$77,600,000. Expenditures for payment to refunded bond escrow agents will increase by \$77,600,000.
POLICY IMPLICATIONS:	None
LEGISLATIVE HISTORY:	N/A
ENCLOSURES:	None



PUBLIC HEARING

FY13 Budget Amendment



VA Code Sec. 15.2-2507

- **Public hearing required for any budget amendment which exceeds one percent of total expenditures shown in the currently adopted budget.**
- **Proposed budget amendment will increase FY13 budget by \$77,600,000.**
- **Increase revenues from issuance of refunding bonds by \$77,600,000.**
- **Increase expenditures of:**
 - **Payment to refunded bond escrow agents for refinancing of 2008 new high school debt of \$73,100,00**
 - **Payment to refunded bond escrow agents for refinancing of 2010 note and 2007 bond of \$4,500,000**



Debt details

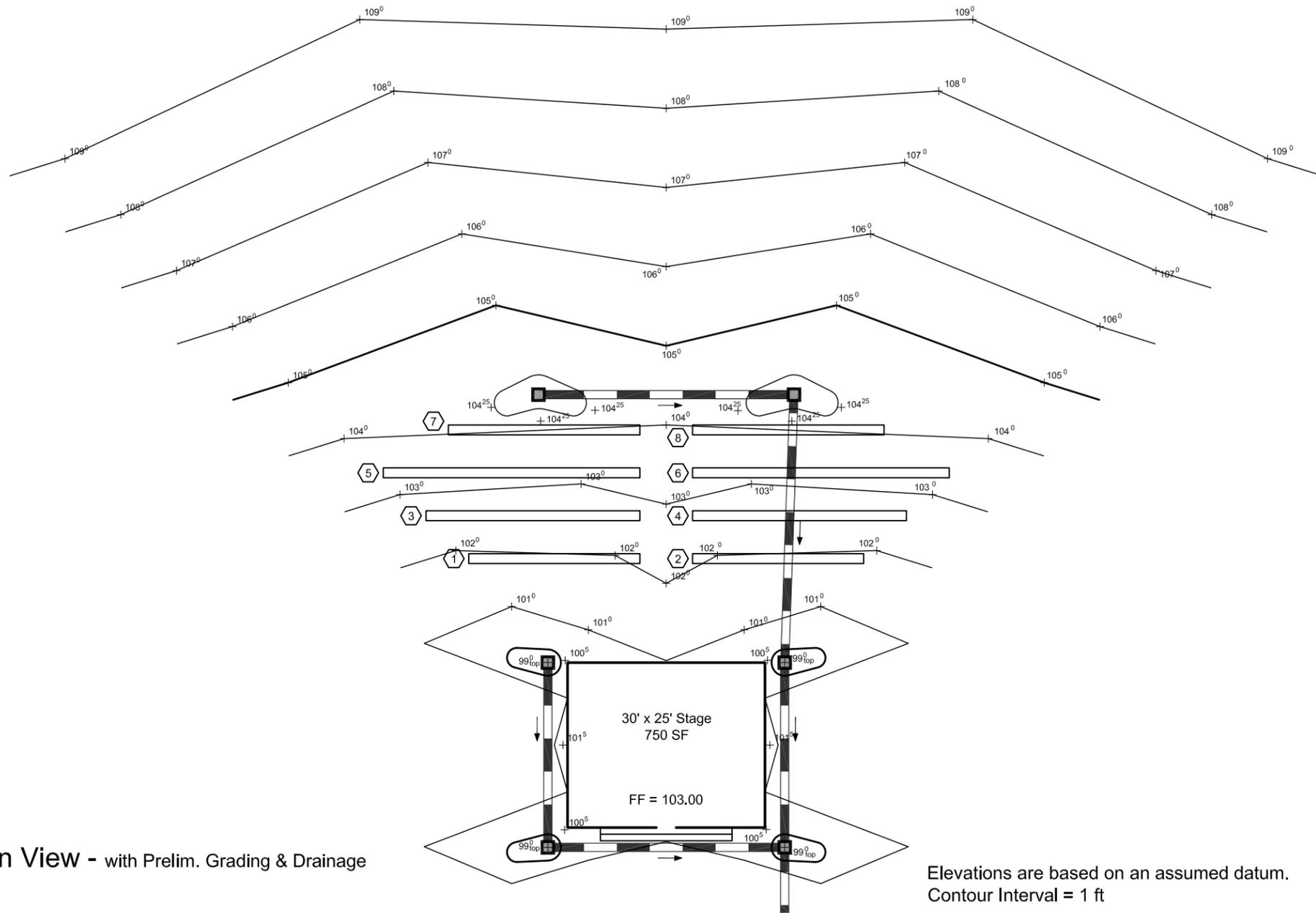
- **Refunded debt (no longer on balance sheet)**
 - **\$55, 420,000 of the Series 2008A General Obligation Bonds**
 - **\$2,704,077 Series 2010 Revenue Note**
 - **\$1,900,000 Series 2007 Revenue Bond**
- **Replaced with**
 - **\$66,120,000 VPSA Series 2012B**
 - **\$3,995,000 VPSA Series 2012**

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 16, 2013

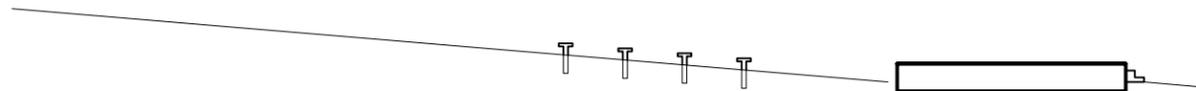
SUBJECT:	Approval of submission of Bama Works Fund of Dave Matthews Band grant application
MOTION(s):	<ul style="list-style-type: none"> • I move to approve submission of the Bama Works Fund grant application to expand opportunities for music and stage productions at Pleasant Grove by constructing an outdoor amphitheater. • Further, I move to authorize the County Administrator to execute, subject to approval by the County Attorney as to form, any agreements, certificates and other documents required on behalf of the County of Fluvanna to carry out the terms of the award.
STAFF CONTACT:	Pat Groot, Grants Administrator / Jason Smith, Director of Parks & Recreation
RECOMMENDATION:	Approve
TIMING:	Grant submission deadline February 1, 2013
DISCUSSION:	<p>The proposed CIP for FY14-FY18 recommends constructing an amphitheater at Pleasant Grove Park in FY14. Tentative location is northeast of the Pleasant Grove House, in the bowl shaped area to the east of the gravel lane going to the pole barns. The preliminary design includes:</p> <ul style="list-style-type: none"> • 780 sq. ft. platform stage similar in size to the Carysbrook Performing Arts Center at Carysbrook • 4 rows of benches seating 120 including handicapped accessible seats • Grass area designated for seating an additional 400 and • Storm-water management • Electrical service <p>Subsequent construction phases will add</p> <ul style="list-style-type: none"> • Roof pitched to maximize sound quality for the audience (relationship to slope of the seating areas, roof pitch and stage depth) • Rear enclosed stage extension to shelter changing areas, stage sets, and equipment • 8 rows of bench seating for an additional 450, retaining smaller area of grass seating
FISCAL IMPLICATIONS:	Phase 1 is budgeted at \$59,925, updated based on new unit prices and slightly more than the \$51,000 proposed in the CIP. County cash is budgeted for \$5,000 with the remaining funds drawn from grant funding. At a minimum; revenue generated from new events will contribute to the operation of the Pleasant Grove Park and historic area and is likely to generate sufficient revenue to cover cost of operations.

<p>POLICY IMPLICATIONS:</p>	<ul style="list-style-type: none"> • Expanded opportunities for music and stage productions in the County and surrounding region will be created by constructing an outdoor stage and amphitheater at Pleasant Grove Park. • Creating this venue will increase the performance season within the region. Currently, the Fluvanna County Arts Council, who supports this project, and other groups offer music and theatrical events at the Carysbrook Performing Arts Center (seats 274). That season runs from October to May. • The availability of the amphitheater and stage will extend the performance season to year round, allowing for new events such as a summer music series, outdoor stage productions, and a permanent stage for annual events like Old Farm Day and BBQ, Bands and Brews.
<p>LEGISLATIVE HISTORY:</p>	<ul style="list-style-type: none"> • The County has made a major capital investment in terms of projects at Pleasant Grove Park to include the Pleasant Grove House, Summer Kitchen Museum, Western Trailhead Development and various infrastructure improvements. • The Parks and Recreation Chapter, in the adopted Comprehensive Plan, states there are four park classifications for recreation facilities within the county: Regional Park, Community Park, Neighborhood Park and Special Use Facilities. These four park classifications are based upon minimum standards of the National Recreation and Park Association and the 2007 Virginia Outdoor Plan. A Regional park typically provides a wide variety of activities for the greater community, as well as presenting opportunities for non-traditional recreation. • The Pleasant Grove Park Master Plan recommends the construction of an Outdoor Amphitheater to be located within the historic preservation area. This capital improvement project amenity supports the park classification category of a special use facility that serves the needs of the entire community. This outdoor venue has great opportunity to provide the Parks and Recreation Department with a new revenue source by offering a series of educational, cultural, musical concerts, along with public rentals. • Proposed in FY14-FY18 CIP budget under consideration; slated for FY14 as proposed
<p>ENCLOSURES:</p>	<ul style="list-style-type: none"> • In-house layout and grading plan – design subject to change • LPDA conceptual drawing – location subject to change

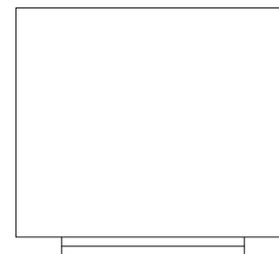


Plan View - with Prelim. Grading & Drainage

Elevations are based on an assumed datum.
Contour Interval = 1 ft



Section Through Stage & Center Aisle (w/ Off-Set to show Bleachers)



Plan View of Stage

Amphitheatre Seating Capacity Computations							
Row #	Phase	Bleachers	Bleacher Lengths			Capacity	
1	1	1 & 2	26.00	26.00	N/A	N/A	26
2	1	3 & 4	32.50	32.50	N/A	N/A	32
3	1	5 & 6	39.00	39.00	N/A	N/A	38
4	1	7 & 8	29.15	29.15	N/A	N/A	28
Total Phase 1 Seating Capacity =							124
5	2	9 - 12	23.04	14.71	14.71	23.04	36
6	2	13 - 16	25.33	17.81	17.81	25.33	40
7	2	17 - 20	27.63	20.92	20.92	27.63	46
8	2	21 - 24	29.92	24.03	24.03	29.92	52
9	2	25 - 28	32.22	27.13	27.13	32.22	58
10	2	29 - 32	34.52	30.24	30.24	34.52	64
11	2	33 - 36	40.80	33.35	33.35	40.80	72
12	2	37 - 40	43.34	36.45	36.45	43.34	78
Total Phase 2 Seating Capacity =							446
Grand Total Seating Capacity =							570

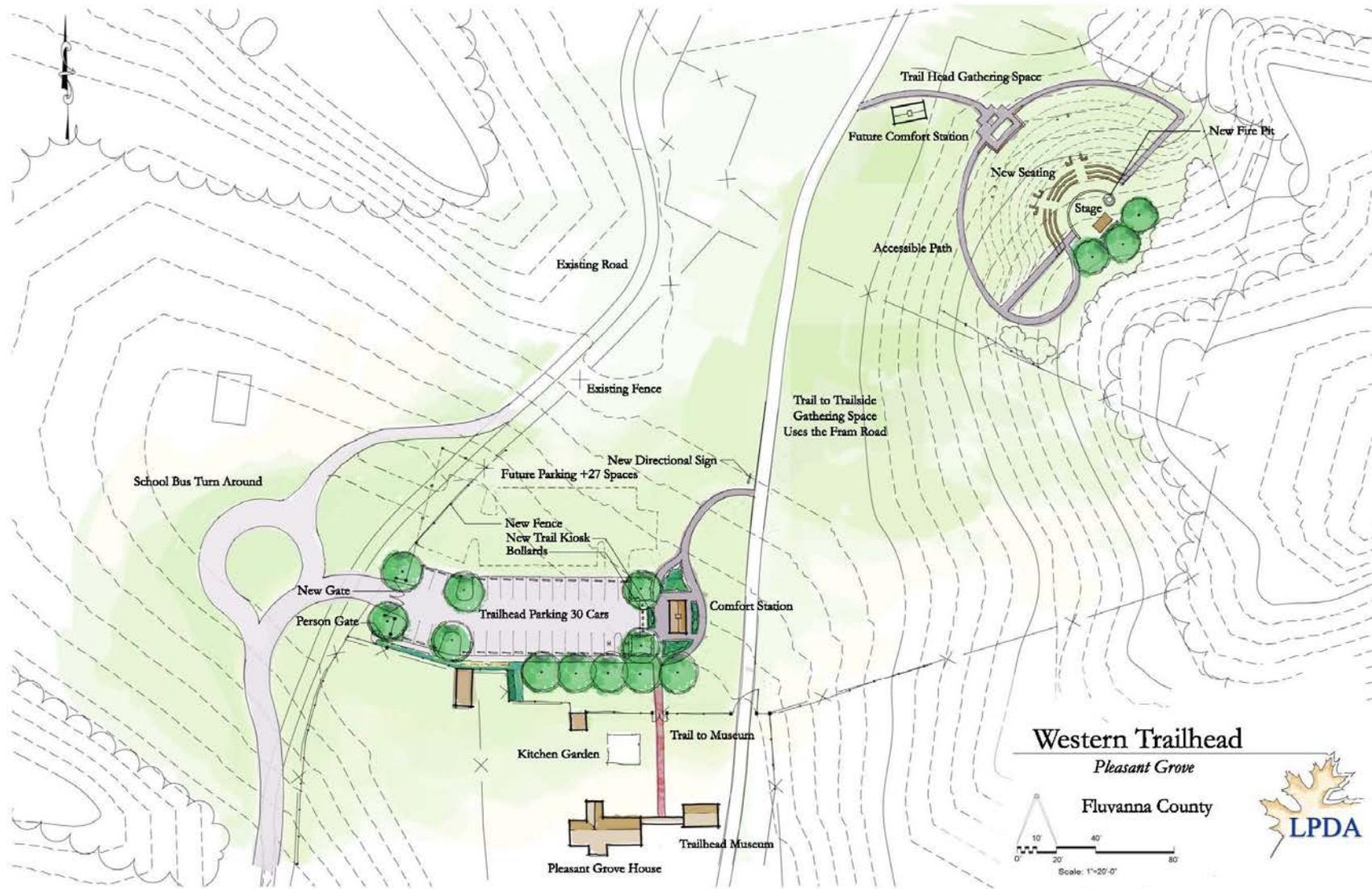
Assumes 24" bleacher space per person.

Proj No:
Dwg File:
Date: 01/08/2013
Scale: 1" = 20'
Sheet 1 of 1

Preliminary Layout and Grading Plan for Amphitheatre at Pleasant Grove - Ph. 1
Preliminary Layout and Basic Grading Plan with Preliminary Drainage Piping Layout

Fluvanna County Virginia
P.O. Box 540
Palmyra, Virginia 22963
www.fluvannacounty.org

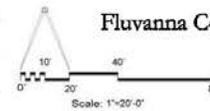




Western Trailhead

Pleasant Grove

Fluvanna County



BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 16, 2013

SUBJECT:	Appointment to the Planning Commission, Columbia District
MOTION(s):	I move to appoint _____ to the Planning Commission, Columbia District, with a term to begin immediately and to terminate June 30, 2014, replacing Carolyn Tinsley who has resigned.
STAFF CONTACT:	Mary Weaver
RECOMMENDATION:	Approval
TIMING:	Current representative has resigned
DISCUSSION:	Applicants who have shown an interest in this position are: Peter von Keyserling, currently on the BZA Ed Zimmer
FISCAL IMPLICATIONS:	None
POLICY IMPLICATIONS:	None
LEGISLATIVE HISTORY:	None
ENCLOSURES:	Boards and Commissions Applications

Interest in Planning Commission

Columbia

Last Name von Keyserling **First Name** Peter H. **Date Recieved** 1/20/2010
Mailing Address P.O. Box 10 **City** Kents Store **State** VA **Postal Code** 23084-
Home Phone (434) 589-5097 **Work Phone** 4345895097 **Cell Phone/Other** (434) 960-2722
Fax **Email Address** peter.aquaply@embarqmail.com
Physical Address 1479 Kents Store Way **City** Kents Store **State** VA **Postal Code** 23084

Education and Experience:

BS MA D.Min VA Tech, Ashland University - International consultant; fortune 500 companies

Civic Activities and Committee Memberships:

Solid Waste Advisory Board; Comprehensive Plan - FEF; Habitat for Humanities; JET Charitable Trust

Member, Fluvanna County Board of Zoning Appeals

Interest in Committee:

Help county with consistent decision making.

Comments:

Interest in Planning Commission

Columbia

Last Name **First Name** **Date Recieved**

Mailing Address **City** **State** **Postal Code**

Home Phone **Work Phone** **Cell Phone/Other**

Fax **Email Address**

Physical Address **City** **State** **Postal Code**

Education and Experience:

BS in Forestry from West Virginia University, MBA from Averrett University; 5 years military experience; 25 years in Natural Resources

Civic Activities and Committee Memberships:

Scout Leader, Virginia Forestry Association

Interest in Committee:

To use skills and abilities to give back service to the County

Comments: t



Current Library Board of Trustees

<u>Board Member (Office)</u>	<u>District</u>
Mrs. Sherron J. Haley (President)	Fork Union
Ms. Barbara Goshorn (Treasurer)	At Large
Angela Bergeron (Vice President)	Cunningham
Mrs. Nancy Aasen	Fork Union
Mrs. Elva Key	Columbia
Dr. Pamela Ross	Palmyra
Frits Geurtsen	Rivanna



Fluvanna County Code

The management and control of the Fluvanna County Library shall be vested in a board of seven members or trustees, in accordance with the provisions of Virginia Code Section 42.1-35.

They shall be appointed by the board of supervisors, chosen from the citizens at large with reference to their fitness for such office.



Action Plan

Change all Library Board of Trustee members to “At Large” appointments

Mrs. Sherron J. Haley, President (Fork Union)	At Large
Ms. Barbara Goshorn , Treasurer (Columbia)	At Large
Angela Bergeron, Vice Pres. (Cunningham)	At Large
Mrs. Nancy Aasen (Fork Union)	At Large
Mrs. Elva Key (Columbia)	At Large
Dr. Pamela Ross (Palmyra)	At Large
Frits Geurtsen (Rivanna)	At Large

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 16, 2013

SUBJECT:	Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.
MOTION(s):	I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, January 2, 2013 be adopted.
STAFF CONTACT:	Mary L. Weaver, Clerk to the Board of Supervisors
RECOMMENDATION:	Approval
TIMING:	Routine
DISCUSSION:	None
FISCAL IMPLICATIONS:	N/A
POLICY IMPLICATIONS:	N/A
LEGISLATIVE HISTORY:	None
ENCLOSURES:	Draft minutes for January 2, 2013

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
January 2, 2013, 2:00 p.m. Regular Meeting
6:00 p.m. Work Session**

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

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

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Mr. Steven M. Nichols, County Administrator, called the meeting of Wednesday, January 2, 2013, to order at 2:00 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Mr. Nichols called for a moment of silence.

2013 Organizational Meeting of the Fluvanna County Board of Supervisors

Election of Chairman

This action will elect a new Chairman to the Board of Supervisors for 2013.

Mr. Steven M. Nichols, County Administrator, opened the floor for nominations.

Supervisor Ullenbruch nominated Supervisor Kenney for Chairman.

VOTE COUNT: Supervisor Kenney 5-0 AYES: Chesser, Kenney,
Weaver, Ullenbruch and Booker

With a unanimous vote, Supervisor Kenney was elected Chairman.

Election of Vice Chairman

This action will elect a new Vice Chairman to the Board of Supervisors.

Chairman Kenney opened the floor for nominations for Vice Chairman.

Supervisor Weaver nominated Supervisor Ullenbruch seconded by Mrs. Booker

VOTE COUNT: Supervisor Ullenbruch 5-0 AYES: Chesser, Kenney,
Weaver, Ullenbruch and Booker

With a unanimous vote, Supervisor Ullenbruch was elected Vice-Chairman.

Resolution Entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2013"

The Code of Virginia requires an annual organizational meeting of the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates.

MOTION:

Mr. Chesser moved to adopt the resolution [attached hereto] entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2013" which solidifies the meeting place and the day and time of the meetings. Mr. Weaver seconded. The motion carried

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

Selection of Dates for the Board Meetings

This action will adopt the Board of Supervisors 2013 Regular Meeting Calendar as amended.

MOTION:

Mr. Weaver moved to adopt the Board of Supervisors 2013 Regular Meeting Calendar as presented. Mr. Ullenbruch seconded. The motion carried with a vote of 5-0. AYES: Chesser, Booker, Ullenbruch, Kenney and Weaver. NAYS: None. ABSENT: None.

Adoption of Board By-Laws and Rules of Practice and Procedures

This action will adopt the Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures.

MOTION:

Mrs. Booker moved to adopt the Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures as amended. Mr. Chesser seconded. The motion carried with a vote of 5-0. AYES: Chesser, Booker, Ullenbruch, Kenney and Weaver. NAYS: None. ABSENT: None.

SPECIAL PRESENTATION

Post-Election Economic Outlook – Mr. Terry Rephann, Regional Economist at Weldon Cooper Center, reviewed with the Board the following topics:

- National Economic Trends
- Planning District and Fluvanna County Recent Economic Performance
- Planning District and Fluvanna County Tax Revenue Trends
- The Fiscal Cliff and American Taxpayer Relief Act of 2012
- American Taxpayer Relief Act State Impacts
- Planning District American Taxpayer Relief Act Impacts

COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:

- The Sheriff’s Office and Fire/Rescue Team have accomplished the FCC Narrow Banding Mandate for the Emergency Communications System and all portable and mobile radios.
- Kudos Ms. Barbara Horlacher for her hard work in saving the County over \$10 million dollars with bond refinancing.

PUBLIC COMMENTS #1

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

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

PUBLIC HEARING

None

ACTION MATTERS

Thomas Jefferson Water Resources Protection Foundation Mr. Steven M Nichols, County Administrator addressed this request to restore participation with the Thomas Jefferson Water Resources Protection

Foundation.

MOTION:

Mr. Weaver moved to restore Fluvanna County's participation with the Thomas Jefferson Water Resources Protection Foundation, retroactive to November 7, 2012. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Ullenbruch, Chesser and Weaver. NAYS: None. ABSENT: None.

Piedmont Workforce Investment Board – Mr. Steven M. Nichols, County Administrator, addressed this request to restore participation with the Piedmont Workforce Investment Board.

MOTION:

Mr. Weaver moved to restore Fluvanna County's participation with the Piedmont Workforce Investment Board, retroactive to November 7, 2012 and reappoint Mr. Chris Fairchild to the Piedmont Workforce Investment Board, Citizen Representative, with a term to begin immediately and to terminate June 30, 2015.

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

PRESENTATIONS

VDOT Report – Mr. Joel DeNunzio, Charlottesville Residency Administrator, reviewed with the Board accomplishments for 2012 and projects scheduled for 2013. Mr. DeNunzio offered the supervisors to meet personally with him to discuss transportation needs and concerns they may have.

Mr. Weaver addressed concern with the curve on Rte 620, Rolling Road, near Blue Mountain Lane.

CSA Fiscal Year 2012 Review – Dr. Jacqueline A. Meyers, Comprehensive Services Act Coordinator, reviewed with the Board a brief overview of the CSA services and spending in 2012.

FY12 Comprehensive Annual Financial Report (CAFR) – Ms. Barbara Horlacher, Finance Director, reviewed with the Board the FY12 Comprehensive Annual Financial Report. Mr. David Foley, Robinson Farmer and Cox, gave an overview of the 2012 audit results.

Debt Refinancing Update – Ms. Barbara Horlacher, Finance Director, reviewed with the Board the final results of the Virginia Public School Authority (VPSA) Series 2012D that was refinanced. There is a gross savings of \$10,648,980 from FY 2013 through FY 2036.

CONSENT AGENDA

The following item was pulled from the consent agenda:

- Capital Reserve Maintenance Fund Request /Roots URAL Blower for the School's Wastewater Treatment Plant

The following items were approved under the consent agenda:

MOTION:

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

- Minutes from December 19, 2012.
- FY13 Budget Supplement for Sheriff's Department Insurance Claims.
- FY13 Budget Transfer for Emergency Management Services Department.

- Capital Reserve Maintenance Fund Request/3-Phase Static Uninterruptible Power Supply.
- FCPS Capital Reserve Maintenance Fund Request/Roots URAL Blower for the School’s Wastewater Treatment Plant.

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

Capital Reserve Maintenance Fund Request /Roots URAL Blower for the School’s Wastewater Treatment Plant – The Board discussed and the following motion was made:

MOTION:

Mr. Weaver moved to deny a Capital Reserve Maintenance Fund Request to replace the Roots URAL Blower for the School’s Wastewater Treatment Plant, at a cost of \$1,364.73.

Mr. Ullenbruch seconded. The motion carried, with a vote of 3-2. AYES: Kenney, Ullenbruch and Weaver. NAYS: Booker and Chesser. ABSENT: None.

The Board discussed the County policy and intent for the Capital Reserve Maintenance Fund. Ms. Keller spoke in regards to what drove them to bring this request before the Board.

Mr. Weaver left the meeting for an appointment at 4:15 p.m.

ACCOUNTS PAYABLE REPORT

Ms. Barbara Horlacher, Finance Director addressed the Board regarding the Accounts Payable Report.

MOTION:

Mrs. Booker moved the Accounts Payable and Payroll be ratified for the period November 17, 2012 through December 14, 2012 in the amount of \$1,939,325.13. Mr. Chesser seconded. The motion carried, with a vote of 4-0. AYES: Kenney, Booker Ullenbruch and Chesser. NAYS: None. ABSENT: Weaver.

General Fund	\$ 912,640.45
Capital Improvements	\$ 337,283.25
Debt Service	\$ 29,686.57
Sewer	\$ 5,720.15
Fork Union Sanitary District	<u>\$ 6,014.22</u>
Total Expenditures by Fund	\$1,291,344.62
Payroll – November	\$ 647,980.51
Total Payables & Payroll	<u>\$1,939,325.13</u>

UNFINISHED BUSINESS

None.

NEW BUSINESS

Mrs. Booker asked what would like to be accomplished for 2013. Mrs. Booker would like to see a checklist of the status for the various water options.

Mr. Ullenbruch attended the Senior Citizens luncheon was a great success and quite an eye opener for him.

PUBLIC COMMENTS #2

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

- Ms. Elizabeth Franklin, Columbia District, addressed the Board in regards to a citizen’s observation of the Capital Reserve Maintenance Funds.
- Mr. Jon Carrier, Palmyra District, addressed the Board in regards to school security.

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

CLOSED MEETING

None

BOARD RECESSED AT 4:38 p.m. for Dinner

BOARD RECONVENED AT 6:00 p.m. for a Work Session with the Commissioner of the Revenue and Treasurer

Commissioner of the Revenue Updates – Mr. Mel Sheridan, Commissioner of Revenue, reviewed with the Board the results of the reassessment, the options of doing reassessments in-house vs. out sourcing along with effects the reassessment will have on public utilities. The Board of Equalization will begin January 17, 2013, and will be using the building across from the Commissioner of the Revenue/Treasurers Office. Mr. Sheridan also discussed Land Use Options and Open Space Programs.

Treasurer Updates – Ms. Linda Lenherr, Treasurer, reviewed with the Board Personal Property and Real Estate collection amount and collection percentages.

The Board **requested** the Treasurer review collection options for personal property taxes and to research County funds investment options.

ADJOURN

MOTION:

At 7:13 p.m., Mr. Ullenbruch moved to adjourn the meeting of Wednesday, January 2, 2013. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Mary L. Weaver, Clerk

Shaun V. Kenney, Chairman



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

RESOLUTION

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, January 2nd 2013, in Palmyra, Virginia, the following action was taken:

<u>Present</u>	<u>Vote</u>
Mozell Booker	YEA
Joe Chesser	YEA
Bob Ullenbruch	YEA
Shaun V. Kenney	YEA
Donald W. Weaver	YEA

On a motion by Mr. Chesser seconded by Mr. Weaver and carried by a vote of 5-0 the following resolution was adopted:

Organizational Meeting of the Fluvanna County Board of Supervisors 2013

WHEREAS, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

WHEREAS, the Board of Supervisors does now conduct such an organizational meeting.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that it does hereby designate the Circuit Courtroom in the Fluvanna Courts Building as its meeting place for regular meetings to be held on the first Wednesday of each month at 2:00 p.m. and the third Wednesday of each month at 7:00 p.m. Except the month of August when the only meeting shall be on the first Wednesday starting at 2:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for public hearings. Work Sessions to be held on the first Wednesday of each month at 6:00 p.m. with the exception of August.

FURTHER BE IT RESOLVED by the Board of Supervisors that it does hereby designate the fourth Wednesday at 7:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

Adopted this 2nd day of January 2013
by the Fluvanna County Board of Supervisors

ATTEST:

Steven M. Nichols, County Administrator

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 16, 2013

SUBJECT:	Fuel Card Policy
MOTION(s):	I move that the Board of Supervisors adopt the “Fuel Card Policy” as an additional component of the County’s Purchasing Policy.
STAFF CONTACT:	Joe Rodish, Purchasing Officer
RECOMMENDATION:	Approval
TIMING:	Effective immediately
DISCUSSION:	The attached fuel card policy defines acceptable uses of the County fuel card as well as the roles and responsibilities of staff that will be utilizing the fuel cards and managing the fuel card program.
FISCAL IMPLICATIONS:	None
POLICY IMPLICATIONS:	None
LEGISLATIVE HISTORY:	None
ENCLOSURES:	Fluvanna County Fuel Card Policy.

CHAPTER 5

County Fuel Card Management Policies

ARTICLE 5.1 - OVERVIEW

The Fluvanna County (the "County") Fuel Card program is a program offered through the ~~state~~ ~~State motor~~ ~~Motor fuel~~ ~~Fuel program~~ ~~Program~~.

The fuel card program will utilize the Voyager card under Mansfield Oil Company and provides the flexibility to fuel ~~your~~ vehicles at 90% of the gas stations nationwide. Contract prices under this program allow cardholders to purchase Federal excise tax-exempt motor fuels at an OPIS-based price plus the contract adder. The card will give the County the ability to purchase all brands of fuel products. ~~The Mansfield Oil/Voyager card is a powerful and dependable fleet card with extensive fleet management features. There are numerous online tools available under the program that increases accountability and security, providing you the tools to eliminate theft and fraud.~~

This card program shall be managed in a manner consistent with all applicable County accounting policies and procedures related to the use of charge card programs. Agencies assume ultimate responsibility for employees' use of the fuel card, as well as the accountability for the physical security of the fuel cards. The County and the County Sheriff's Office shall each have a Fuel Card Custodian to monitor fuel cards assigned to specific vehicles and to manage their daily use, a Fuel Card Account Custodian to perform the fiscal and administrative functions required to appropriately manage the fuel card program and a County Fuel Card Administrator to oversee this Fuel Card Policy. The Fuel Card Custodian, Fuel Card Account Custodian and the Fuel Card Administrator for the County and the Fuel Card Custodian, Fuel Card Account Custodian and the Fuel Card Administrator for the County Sheriff's Office shall be designated by the County Administrator.

ARTICLE 5.2 – DEFINITIONS

County Owned Vehicle - Any vehicle with a title held by the County of Fluvanna, Virginia or operating agency including the County Sheriff's Office, that includes but is not limited to sedans, station wagons, minivans, pickup trucks, sport utility vehicles, or vans used primarily for the transportation of the driver and no more than 15 passengers.

Employee - Any individual authorized to operate a County/Agency owned vehicle on behalf of the County of Fluvanna, Virginia, e.g., part-time, hourly, and full-time employees to perform business related services.

5.3 – ROLES & RESPONSIBILITIES

Fuel Card Custodian - The Fuel Card Custodians assume responsibility for the physical security of any Fluvanna County Fuel Card (Mansfield/Voyager Card) and the associated PINs (Personal Identification Numbers). The Fuel Card Custodians may delegate use of the card, but assumes responsibility for card transactions.

The Fuel Card Custodian shall perform duties that include, but are not limited to:

- a. Ensure physical security of Fuel Cards (for example, in a locked desk drawer). The card may **not** be left in the custody of a vendor.
- b. Maintain a written record of all persons who have physical access to the Fuel Card (for example, a sign-out sheet for the card, or a list of persons who have keys to the locked desk drawer).
- c. Ensure that the card is used only for appropriate purchases (described below), and in conjunction with County business.
- d. Remind all card users to use commercial retail sites only.
- e. Ensure users of vehicle fuel cards turn in receipts of purchases from commercial retail fuel sites.
- f. Ensure all documentation of card use is forwarded to the Fuel Card Account Custodian.
- g. Inform the Department of Public Works or Fluvanna County Sheriff's Office of any change in the Fuel Card Custodian's contact information.

Fuel Card Account Custodian - The Account Custodians assumes responsibility for reviewing card activity to ensure appropriate use. In addition, the Account Custodians **should not** be a card user.

The Account Custodians shall perform duties that include but are not limited to:

- a. Review the monthly Statement of Charges (downloaded from Mansfield website) for appropriateness of card usage.
- b. Reconcile all charges and process payment to card vendor.
- c. Report infractions to the County Administrator.
- d. Maintain records of all card usage, sign out sheets, receipts, or other applicable documents .
- e. Ensure that the card is used only for appropriate purchases (described below), and in conjunction with State business.
- f. Inform the Department of Public Works or the Fluvanna County Sheriff's Office of any change in the Fuel Card Account Custodian's contact information.

County Fuel Card Contract Administrator - The Fuel Card Contract Administrators will electronically monitor all fuel card accounts in the program via the Mansfield Oil website.

Monitoring responsibilities shall include, but not be limited to:

- a. Creation and deletion of accounts
- b. Delinquent payments
- c. Inactive cards
- d. Inappropriate purchases
- e. Ensure agency Fuel Card and Account Custodians receive appropriate training and support from the fuel card vendor

ARTICLE 5.4 - COUNTY FUEL CARD MANAGEMENT POLICIES

- 5.4.1 County assigned Fuel cards shall only be used at commercial retail fuel stations that accept the Voyager card. A list of the commercial retail stations can be found at <https://www.fleetcommanderonline.com/app/public/merchantLocator.do>.
- 5.4.2 Use only unleaded regular fuel or diesel fuel in gasoline powered County-owned vehicles.
- 5.4.3 Mid-grade or premium blends are only to be used when regular is not available or the manufacturer requires the use of high octane fuel in the vehicle. E85 fuel is to be used in Flex-Fuel vehicles where available. A list of E85 locations can be found at: http://www.afdc.energy.gov/afdc/progs/ind_state.php/VA/385. A list of approved E85 vehicles can also be found at the website listed above. Drivers are expected to use self-service pumps at commercial stations, since this service is normally more economical. A fuel card is provided for such purchases.
- 5.4.4 Drivers MUST enter correct odometer readings, no tenths, into the card readers, at all commercial self-service fueling sites. The Department of Public Works and the Fluvanna County Sheriff's Office will run daily fueling reports and will contact all drivers that consistently fail to enter correct odometer readings. Correct odometer readings are critical to the fuel card management system, and this requirement will be strictly enforced.
- 5.4.5 Department Directors, Constitutional Officers, and Agency Heads will be notified of unusual fuel transactions and will have fifteen (15) days to investigate and respond to the either the Department of Public Works or the Fluvanna County Sheriff's Office as applicable. .
- 5.4.6 A Mansfield/Voyager Fuel Card assigned to a **County owned** vehicle may be used to purchase the following provided the County establishes authorization with Mansfield:
 - 5.4.6.1 Fuel, either **regular** unleaded gasoline, E85 if the vehicle is capable of using E85 or diesel fuel.
 - 5.4.6.2 A Mansfield/Voyager Fuel Card assigned to a **County owned** vehicle shall **not** be used to purchase:
 - 5.4.6.2.1 Food or beverages.

5.4.6.2.2 Parts and labor for towing, road service, and mechanical repairs.

5.4.6.2.3 Other goods or services.

5.4.7 Fuel Cards will be assigned to each County owned vehicle that is currently in an "active" status. Each fuel card shall contain the following information which is vehicle specific:

5.4.7.1 Department

5.4.7.2 Vehicle Identification Number (VIN #)

5.4.7.3 Vehicle ID (This number is used as an "identifier" between Mansfield and Voyager's systems for the card information and is assigned by Contracts Administrator)

5.4.8 Fuels Cards that are assigned to individual vehicles cannot be used to fill up any other vehicle within the active fleet.

5.4.9 The fuel cards will not work at the Fluvanna County Public Schools gas terminal.

ARTICLE 5.5 – DISPOSAL OF FUEL CARDS

5.5.1 Fuel cards are to be turned back into the director of the Finance Department for the following qualifying events:

5.5.1.1 Vehicle taken out of service

5.5.1.2 Replacement of vehicle

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 16, 2013

SUBJECT:	Approval of Open Space Renewal Contract for Dr. & Mrs. Babbitt
MOTION(s):	I move to approve the open space renewal contract application for Dr. & Mrs. Samuel Babbitt for Tax Map Parcels 52-8-2, 52-8-4 and 52-8-; agreement shall remain in effect for a term of four (4) consecutive years.
STAFF CONTACT:	Andrew M. Sheridan, Commissioner of Revenue
RECOMMENDATION:	Approve
TIMING:	Immediate
DISCUSSION:	These properties qualify for an Open Space contract with Fluvanna County in accordance with the Code section referenced above.
FISCAL IMPLICATIONS:	None
POLICY IMPLICATIONS:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.
LEGISLATIVE HISTORY:	
ENCLOSURES:	Dr. & Mrs. Babbitt executed Open Space Contract



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 20 day of October, 2012, by and between Samuel G. & DeNae D. Babbitt, party (ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Numbers 52-8-2, 52-8-4, and 52-8-5

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

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) Engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) Remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of four (4) consecutive years.

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

[Signature] (SEAL)
Landowner

TABITHA M BOISSEAU
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2015
COMMISSION # 7511879

[Signature] (SEAL)
Co-owner (s)

TABITHA M BOISSEAU
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2015
COMMISSION # 7511879

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Tabitha Boisseau, Landowner (s)

on this 20 day of September, 2012.

My commission expires: June, 30, 2015

[Signature]
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: [Signature]
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Steven M. Nichols, Fluvanna County Administrator

on this 23rd day of October, 2012.

My commission expires: 31 January 2016

[Signature]
Notary Public

Mary L. Weaver
Commonwealth of Virginia
Notary Public
Commission No. 347136
My Commission Expires 1/31/2016



THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY:
 LEGAL DESC: T.M. 52 PARCELS
 (B)-2 IN SOURCE OF TITLE:
 D. B. 304-235

W. Mac N. Ball
 TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF 10/1996
Hand Ellen Perry
 MY COMMISSION EXPIRES 3/31/97

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORD. OF FLUVANNA CO. VA. REGARDING THE PLATTING OF SUBDIVISIONS HAVE BEEN COMPLIED WITH.

Robert L. Lum 10/23/96
 ROBERT L. LUM DATE

THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

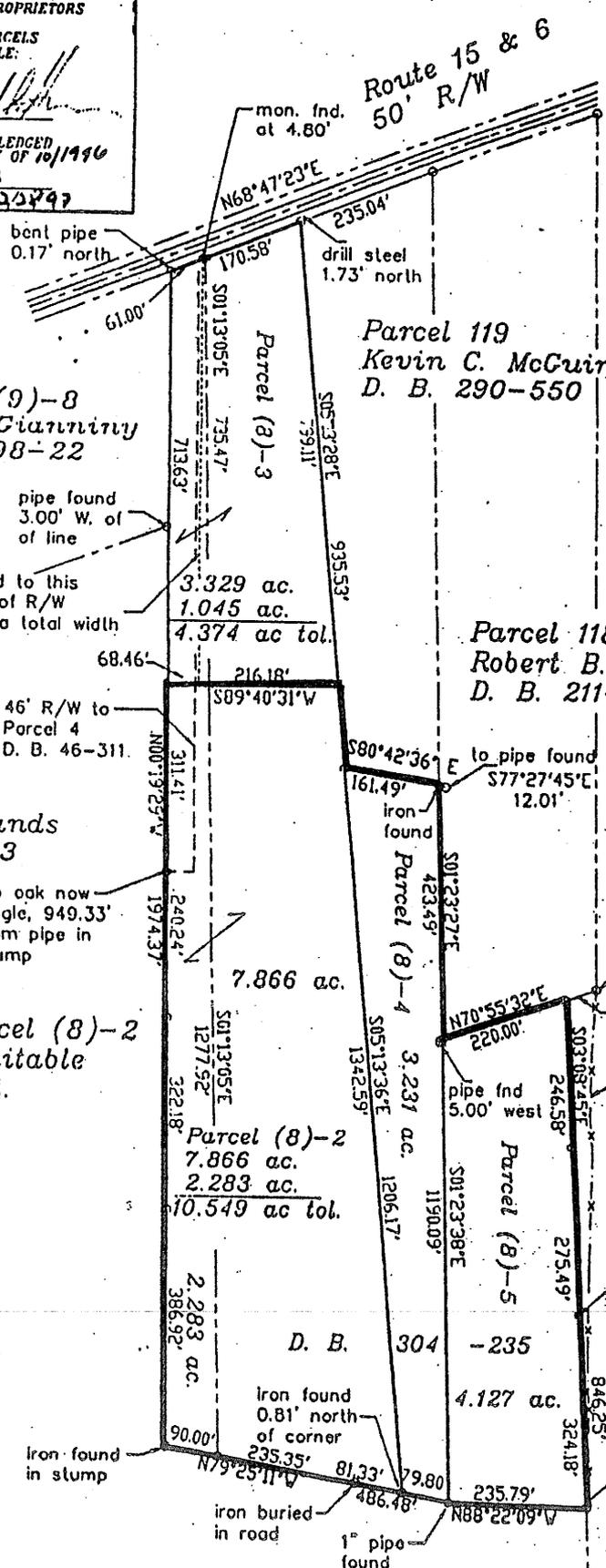
Charles A. Miller
 AGENT DATE 11/26/96

COUNTY SANITARIAN

A SOIL STUDY ON LOT (B)-3 SHOWS IT TO BE GENERALLY SUITABLE FOR SEPTIC TANK AND SUB-SURFACE SEWAGE DISPOSAL. HOWEVER, EACH LOT IS TO BE DETERMINED ON AN INDIVIDUAL BASIS.

Charles A. Miller
 COUNTY SANITARIAN

Ja Miller 11-12-96
 VA. DEPT. OF TRANSP. DATE



Parcel (9)-8
 Robert Gianniny
 D. B. 198-22

Parcel 119
 Kevin C. McGuire
 D. B. 290-550

Parcel 118
 Robert B. Trammell
 D. B. 211-297

Parcel 4
 Bear Island
 Timberlands
 D. B. 172-73

part of Parcel 117
 Judith Kennedy
 D. B. 301-599

Parcel (8)-2
 7.866 ac.
 2.283 ac.
 10.549 ac. tot.

Parcel (8)-5
 4.127 ac.

D. B. 304 - 235

Parcel 117
 Eloise Stoneman
 W. B. 25-321

NOTE: Parcel (8)-2 is not a suitable building lot.



AGENT *Charles A. Miller* DATE *11/26/96*
 COUNTY SANITARIAN
 A SOIL STUDY ON LOT (B)-3 SHOWS IT TO BE GENERALLY SUITABLE FOR SEPTIC TANK AND SUB-SURFACE SEWAGE DISPOSAL. HOWEVER, EACH LOT IS TO BE DETERMINED ON AN INDIVIDUAL BASIS.
Charles A. Miller
 COUNTY SANITARIAN
La Miller 11-12-96
 VA. DEPT. OF TRANSP. DATE

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 D. B. 198-22

Parcel 119
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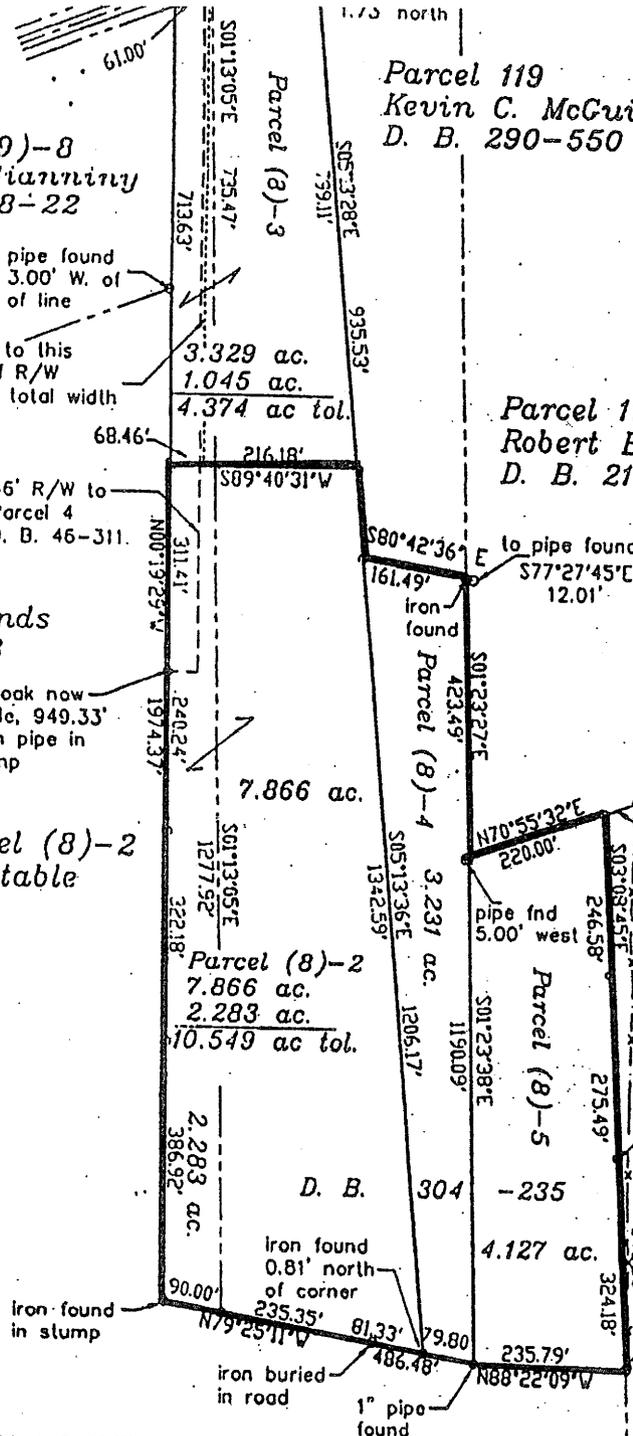
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NOTE: Parcel (8)-2 is not a suitable building lot.

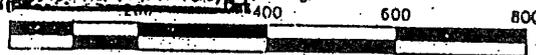


PLAT SHOWING BOUNDARY AND ADJUSTMENT
 TAX MAP 52 PARCELS (8)-2, 3, 4, & 5

THE SAMUEL G. & DENAE D. BABBITT PROPERTY

FORK UNION DISTRICT, FLUVANNA COUNTY, VIRGINIA
 SCALE: 1" = 200' DATE: OCTOBER 2, 1996
 ROBERT L. LUM
 LAND PLANNING & SURVEYING
 PALMYRA, VIRGINIA 22963-0154

VIRGINIA CLERK'S OFFICE OF THE CIRCUIT COURT OF FLUVANNA COUNTY.
 St. R. Tax — The foregoing instrument with acknowledgment
 Co. R. Tax — was admitted to record on January 28, 1997
 Transfer — at 10:43 A.M. in D.B. 311 Page(s) 834-839
 Clerk — Recording costs paid as shown.
 Grantor Tax —
 Total \$ 18.00 *Donna J. Smith Deputy*



VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FLUVANNA COUNTY

St. R. Tax — The foregoing instrument with acknowledgment
 Co. R. Tax — was admitted to record on January 28, 1997
 Transfer — at 10:43 A.M. in D.B. 311 Page(s) 834-839
 Clerk — 18.00 Recording costs paid as shown.
 Grantor Tax —
 Total \$ 18.00 *Sandra A. Powell Deputy*

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 16, 2013

SUBJECT:	Approval of Open Space Contract for Mr. Jerome P. Charba
MOTION(s):	I move to approve the open space contract application for Mr. Jerome P. Charba for Tax Map Parcel 43-8-3; agreement shall remain in effect for a term of three (3) consecutive years.
STAFF CONTACT:	Andrew M. Sheridan, Commissioner of Revenue
RECOMMENDATION:	Approve
TIMING:	Immediate
DISCUSSION:	These properties qualify for an Open Space contract with Fluvanna County in accordance with the Virginia State Code.
FISCAL IMPLICATIONS:	None
POLICY IMPLICATIONS:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.
LEGISLATIVE HISTORY:	
ENCLOSURES:	Mr. Jerome P. Charba executed Open Space Contract



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 24th day of July, 2012, by and between Jerome P. Charba, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map # 43-8-3

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

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Three (3) consecutive years.

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

Jerome P. Charba (SEAL)
Landowner

Co-owner (s)

STATE OF ~~VIRGINIA~~ *Maryland*
COUNTY OF FLUVANNA, to-wit:
Prince George's

KALYN BLUEITT
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND

The foregoing instrument was acknowledged before me by

Jerome P Charba, Landowner (s)

on this 24 day of July, 2012.

My commission expires: 5/16/15

Kalyn Blueitt
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

TO: Board of Supervisors
FROM: Eric Dahl, Budget Analyst
SUBJECT: Contingency Balance
DATE: January 8, 2013

The balance for the BOS Contingency line for FY13 is as follows:

Board of Supervisors Contingency:

Beginning Budget:	\$100,000.00
LESS: Robinson, Farmer, Cox and Assoc. - Schools Efficiency Review 8.1.12	-\$20,249.80
Available:	\$79,750.20

EMS Contract Services:

Beginning Budget:	\$150,000.00
LESS: Emergency Management Services Dept. 1.2.13	-\$110,000.00
Available:	\$40,000.00

Total Available Budget: Board of Supervisors Contingency Line

\$ 119,750.20



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MEMORANDUM

TO: Board of Supervisors
FROM: Eric Dahl, Budget Analyst
SUBJECT: Capital Reserve Balance
DATE: January 8, 2013

The balance for the Capital Reserve for County and Schools in FY13 is as follows:

County Capital Reserve:

Beginning Budget:	\$156,026.00
LESS: Carysbrook Performing Arts Center Roof Replacement 11.7.12	-\$40,000.00
LESS: Public Safety Building Battery Replacement in Static UPS 1.2.13	-\$30,000.00
Available:	\$86,026.00

Schools Capital Reserve:

Beginning Budget:	\$169,748.00
LESS: Abrams School Handicap Ramp 11.7.12	-\$2,483.00
LESS: Fuel Site Computer System Replacement 11.20.12	-\$20,403.00
LESS: Replace Tube Bundle Heat Exchange Unit at Central Elementary 11.20.12	-\$5,180.00
LESS: Refurbish Original Lockers at Fluvanna Middle School 11.20.12	-\$7,400.00
LESS: Un-interruptible Power Supplies 12.19.12	-\$14,869.00
Available:	\$119,413.00