

AGENDA
FLUVANNA COUNTY BOARD OF SUPERVISORS
Regular Meeting
Circuit Courtroom
Fluvanna Courts Building
August 3rd 2011
2:00 p.m.

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

2-REPORTS

Jay Scudder, County Administrator

3-PUBLIC COMMENTS #1 (5 minutes each)

4-CONSENT AGENDA

- TAB Mc Minutes of July 6th, 2011 – Mary Weaver, Clerk to the Board of Supervisors
TAB N Minutes of July 20th, 2011 – Mary Weaver, Clerk to the Board of Supervisors
TAB O FY12 Budget Supplement for Park and Recreation Insurance Claim – Crystal Besecker, Budget Analyst
TAB P FY12 Supplemental Appropriation for additional Victim/Witness funding awarded – Crystal Besecker, Budget Analyst
TAB Q FY12 Supplemental Appropriation for Families Learning Together Grant and Teacher Evaluation Pilot Funding – Crystal Besecker, Budget Analyst
TAB R FY12 Budget Supplement for Social Services Insurance Claim – Crystal Besecker, Budget Analyst
TAB S FY13 Budget Calendar – Crystal Besecker, Budget Analyst
TAB T Resolution In Support of Restoration of State Funding for Aid to Localities – Jay Scudder, County Administrator
TAB U FY Budget Transfer to County Attorney – Jay Scudder, County Administrator

5-ACCOUNTS PAYABLE

- TAB V Renee Hoover, Finance Director

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

- TAB W Provision of Pound Services – Gracie Roberson, Fluvanna SPCA Treasurer
Self-Insured Medical Plan with Gateway Health Alliance – Dan Farmer, MBA, PHR, CRS, Director of Marketing and Sales

7-ACTION MATTERS

- TAB XYZ Authorization to Self-Insure Medical Plan – Barbara Wall-Magee, Human Resources Manager
TAB A FSPCA Contract – Jay Scudder, County Administrator
TAB B Authorization to Writing Off Uncollectible Water Account Balances – Renee Hoover, Finance Director
TAB C Authorization to Fund the Line of Duty Act through VACO and Opting Out of VRS – Renee Hoover, Finance Director
TAB D DHCD Planning Grant Administration – Pat Groot, Grants Administrator
TAB E FY11 to FY12 Carryover requests – Crystal Besecker, Budget Analyst
Board, Commissions and Committees – Mary L. Weaver, Clerk to the Board of Supervisors
TAB F *Economic Development Authority – two positions*
TAB G *Youth Advisory Council*

8-OLD BUSINESS

9-NEW BUSINESS

RECESS – DINNER BREAK

For the Hearing-Impaired – there is a listening device available at the Board of Supervisors Room upon request.. TTY access number is 711 to make arrangements.

For persons with Disabilities – if you have special needs, please call the County Administrator's Office at 591-1910 and relay your request.

RECONVENE @ 7:00pm

10-PUBLIC HEARING

TAB H **Proposed Lease of Real Property to US Cellular Wireless** – Water Tower Lease Agreement between the Board of Supervisors of Fluvanna County, Virginia and USCOC of Virginia RSA #3, Inc. for the lease of certain Land Space, Tower Space on the existing Fork Union Sanitary District water tower, and Rights of Way, for the location and operation of radio communications equipment, antennas and appurtenances at 2984 James Madison Highway, Breemo Bluff, Virginia 23022, shown on the Tax Map of the County of Fluvanna as Tax Map Parcel 51-A-78. The lease has an initial term of five (5) years and shall be automatically extended for four (4) additional five (5) year terms unless terminated by the lessee in accordance with the terms of the lease. The lease provides that the lessee will construct a new platform and corral on the water tower, in addition to the existing platform and corral, and contains other terms and provisions as more fully set forth in the lease.

TAB I **Proposed Lease of Real Property to Verizon Wireless** – Water Tower Lease Agreement between the Board of Supervisors of Fluvanna County, Virginia and Cellco Partnership, d/b/a Verizon Wireless for the lease of certain Land Space, Tower Space on the existing Fork Union Sanitary District water tower, and Rights of Way, for the location and operation of radio communications equipment, antennas and appurtenances at 2984 James Madison Highway, Breemo Bluff, Virginia 23022, shown on the Tax Map of the County of Fluvanna as Tax Map Parcel 51-A-78. The lease has an initial term of five (5) years and shall be automatically extended for four (4) additional five (5) year terms unless terminated by the lessee in accordance with the terms of the lease. The lease contains other terms and provisions as more fully set forth in the lease.

11-PUBLIC COMMENT #2 (5 minutes each)

12-CLOSED MEETING

Consultation with legal counsel to discuss potential litigation

13-ADJOURN

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.

For the Hearing-Impaired – there is a listening device available at the Board of Supervisors Room upon request.. TTY access number is 711 to make arrangements.

For persons with Disabilities – if you have special needs, please call the County Administrator's Office at 591-1910 and relay your request.

MOTION: I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, July 6th, 2011 be adopted.

AGENDA **BOARD OF SUPERVISORS** **DATE: August 3rd, 2011**

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

RECOMMENDATION: Approval

TIMING: Routine

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

DISCUSSION: None

LEGISLATIVE HISTORY: None

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

Copy:

County Administrator's Use Only

Comments:

Jay Scudder, County Administrator

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom
Fluvanna Courts Building
July 6th, 2011
2:00 p.m.**

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

ALSO PRESENT: Jay Scudder, County Administrator
Fred Payne, County Attorney
Barbara Wall-Magee, Human Resources Manager
Darren K. Coffey, Director of Planning
Mary L. Weaver, Clerk, Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Chairman Gooch called the meeting of July 6th, 2011, to order at 2:00 p.m., in the Circuit Courtroom of the New Courts Building in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Gooch called for a moment of silence.

REPORTS

Ms. Karen Kilby, VDOT Programming & Investment Management Director, provided the board with an update on the following VDOT projects:

- *Rural Rustic Road Projects* – resolutions will be presented to the Board on July 20th, 2011 for Old Drivers Hill Road, Garden Lane, Martin Lane and Cannery Lane, to be rural rustic roads.
- *Traffic Study* – for Route 15 is underway.
- *Turkeysag Project* – LMOA has concerns with traffic configuration, looking at a December advertisement.
- *Intersection Rt 15 & Rt 53 Roundabout* - \$550,000.00 in Revenue Sharing Funds received for project.

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

- *Water Committee* – met with Aqua Virginia and discussed ways to get water and sewer to Zion Crossroads.
- *Trash on Roadways* – this past month a cleanup was held and 1433 trash bags and other miscellaneous items were collected. The litter grant was used to fund this.

PUBLIC COMMENTS #1

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

- Tom Muir, Palmyra District – addressed the Board in regards to redistricting, please to what is best for the county.

- Jerry Passer, Rivanna District – addressed the Board in reference to the Capital Improvement Plan.
- Sam Patterson, Palmyra District – addressed the Board in reference to financial consequences.

With no one else wishing to speak, Chairman Gooch 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 with corrections to minutes, which consisted of:

- Minutes of June 15th, 2011.
- County Attorney Contract renewal.
- Resolution Updating the Fluvanna County Pay and Classification Plan

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

ACCOUNTS PAYABLE

Renee Hoover, Finance Director, addressed the Board regarding the accounts payable.

After some discussion the following motion was made:

MOTION:

Mr. Weaver moved that the Accounts Payable from May 25th, 2011, through June 24th, 2011, and payroll for the month of May, 2011, in the amount of \$1,156,530.35, be ratified. Mrs. Booker seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None.

Fund 100	General Fund	\$ 513,749.20
Fund 105	Social Services	32,508.59
Fund 120	Recreation	2,011.73
Fund 202	Federal Grants	1,229.42
Fund 302	Capital	228,397.77
Fund 401	Debt	350.00
Fund 502	Utility (Sewer)	3,702.43
Fund 505	Fork Union Sanitary District	8,514.67
<u>Payroll</u>		<u>366,066.54</u>
Total		\$ 1,156,530.35

PUBLIC HEARING

Ordinance that gives the Board of Supervisors the Authority to Pay a Monetary Bonus to County Officers and Employees – Mrs. Barbara Wall-Magee, Human Resources Manager, reviewed with the Board the reasons for this ordinance.

Chairman Gooch opened the public hearing.

- Jerry Passer, Rivanna District – addressed the Board in support of the bonus ordinance when the need is justified.
- Sam Patterson, Palmyra District – addressed the Board opposed to the bonus ordinance.
- Dennis Holder, Kent Store – addressed the Board opposed to the bonus ordinance.

- Elizabeth Franklin, Kents Store – addressed the Board opposed to the bonus ordinance.
 - Tom Payne, Palmyra District – addressed the Board in support of the bonus ordinance.
- With no one else wishing to speak, Chairman Gooch closed the public hearing.

Discussion – Mr. Weaver and Mr. Fairchild expressed their concerns and opposition to this request. Mr. Kenney, Mr. Gooch and Mr. Chesser shared their reasons for supporting for this request.

MOTION:

Mrs. Booker moved that the Board of Supervisors adopt the ordinance entitled “An Ordinance to Amend the Fluvanna County Code by the Addition in Chapter 2 of Article 8, Section 2-8, Concerning Payment of Compensation of County Officers, Employees and Agents”. Mr. Chesser seconded. The motion carried, with a vote of 4-2. AYES: Gooch, Chesser, Booker and Kenney. NAYS: Weaver and Fairchild. ABSENT: None.

Redistricting to Five Districts – To receive comments on the proposed ordinance amendment to Chapter 2, Article 2 of the Fluvanna County Code in Chapter 2, Article 2, Sections 2-2-3, 2-2-4, and 2-2-6 concerning reapportionment of election districts; creation of certain new districts; and the establishment of certain new precincts.

Mr. Darren Coffey, Director of Planning, reviewed with the Board the five district map that was advertised for public hearing.

Chairman Gooch opened the public hearing.

- Jerry Passer, Rivanna District – addressed the Board in opposition to a five district scenario.
- Cliff Altschull, Rivanna District – addressed the Board in opposition to a five district scenario.
- Barry Bibb, Cunningham District – addressed the Board in opposition to a five district scenario.
- Adrian Miller, Rivanna District – addressed the Board in opposition to a five district scenario.
- Sam Patterson, Palmyra District – addressed the Board in opposition to a five district scenario.
- Marvin Moss – Cunningham District – addressed the Board in support of a five district scenario.
- Elizabeth Franklin, Columbia District – addressed the Board in opposition to a five district scenario.
- Jerry Padget, Columbia District – addressed the Board in opposition to a five district scenario.
- Len Gardner, Rivanna District – addressed the Board in support of a five district scenario.
- Bob Leapolt, Rivanna District – addressed the Board in opposition to a five district scenario.
- Frances Shutts, Palmyra District – addressed the Board in regards to not listening to the invective and doing what’s best for the county.
- Tom Payne, Palmyra District – addressed the Board in support of a five district scenario.
- Norma Hutner, Rivanna District – addressed the Board in opposition to a five district scenario.

- Janice O'Malley, Fork Union District – addressed the Board in opposition to a five district scenario.
- Dennis Holder, Kents Store – addressed the Board in opposition to a five district scenario.

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

Mr. Fred Payne, County Attorney, addressed the legal issues that were brought up during the public hearing. After some extensive discussion the following motion was made:

MOTION:

Mrs. Booker moved that the Fluvanna County Board of Supervisors approve the amended redistricting ordinance reapportioning its electoral districts consistent with its decennial redistricting mandate. Further, move to forward these proposed changes to the County Attorney for prompt submission to the Department of Justice. Mr. Chesser seconded. The motion carried, with a vote of 4-2. AYES: Gooch, Chesser, Booker and Kenney. NAYS: Weaver and Fairchild. ABSENT: None.

PRESENTATIONS:

None

ACTION MATTERS

Reassessment of Real Property

Mr. Jay Scudder, County Administrator, addressed the Board in regards to advertising for Request for Proposals to conduct the general reassessment, starting no later than October 1, 2011.

MOTION:

Mr. Kenney moved that the Board of Supervisors direct staff to advertise a Request for Proposals in order to conduct a reassessment of real property, to be effective January 1, 2013. Mr. Weaver seconded. The motion carried, with a vote of 6-0. AYES: Gooch, Weaver, Chesser, Booker, Fairchild and Kenney. NAYS: None. ABSENT: None.

OLD BUSINESS

None

NEW BUSINESS

- *Organizational Sign* – Mrs. Booker inquired about the status of a sign for the County with all the organizational symbols.
- *Discussion* – Mr. Kenney expressed his concern in regards to the current political tone of the County.

PUBLIC COMMENTS #2

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

- Dennis Holder, Kents Store – addressed the Board in regards to what a county needs vs. wants.

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

EXTEND MEETING

MOTION:

Mr. Chesser moved to extend the Board of Supervisors meeting to 10:00 p.m.. Mr. Weaver seconded. The motion carried, with a vote of 6-0. AYES: Booker, Chesser, Gooch, Kenney, Weaver and Fairchild. NAYS: None.

RECESS

The Board recessed at 5:37 p.m. for dinner.

RECONVENE

The Board reconvened at 6:14 p.m. to begin the retreat.

FIVE-YEAR FORECAST REVIEW

Mr. Steve Jacobs, Managing Director of the Richmond office and Director of Consulting Services for Robinson, Farmer, Cox Associates, reviewed with the Board the five-year forecast. The Board had an extensive discussion on the future budget and expenses. A work session will be held on August 17th, 2011 at 3:00p.m., with Mr. Jacobs, to continue discussion of the Financial Forecast. Staff was directed to present a list of mandated items for the Board to review, prior to the work session.

REVIEW OF ESTABLISHED VISION & GOALS

Mr. Steve Williams, TJPDC Executive Director, discussed with the Board the prior and future goals for the County. The following topics were discussed:

- Communications, Emergency Services
- Economic Development
- Work Force Development
- Education
- Keeping Tax Rate Affordable (finance & budgeting)
- Future Needs
- Affordable Housing
- Key Infrastructure
- Rural Preservation

ADJOURN

MOTION:

At 9:05 p.m., Mr. Chesser moved to adjourn the meeting of Wednesday, July 6th, 2011. Mr. Weaver seconded. The motion carried, with a vote of 6-0. AYES: Chesser, Gooch, Kenney, Booker, Weaver and Fairchild. NAYS: None. ABSENT: None



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION
UPDATING THE FLUVANNA COUNTY PAY AND CLASSIFICATION PLAN

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, July 6th, 2011 in Palmyra, Virginia, the following action was taken:

<u>Present</u>	<u>Vote</u>
John Y. Gooch, Chairman	Yea
Shaun V. Kenney, Vice-Chairman	Yea
Mozell H. Booker	Yea
Joseph C. Chesser	Yea
Christopher S. Fairchild	Yea
Donald W. Weaver	Yea

On a motion by Mrs. Booker seconded by Mr. Fairchild and voted in the affirmative, the following resolution was adopted:

WHEREAS, the Fluvanna County Board of Supervisors maintains a pay and classification plan for employees of the County Administrator, Constitutional Officers, and Registrar; and,

WHEREAS, staff has followed standard procedures for maintenance of the pay and classification plan involving annual performance appraisals, periodic public and private wage comparisons, and an annual review of the position classifications; and,

WHEREAS, the County Budget has been adopted providing for the FY 2012 pay and Classification Plan to be identical to the FY 2009, 2010, & 2011 Pay and Classification Plans and with no Merit Increases or Cost of Living Adjustments for FY 2012;

NOW, THEREFORE, BE IT RESOLVED that the Fluvanna County Board of Supervisors hereby adopts the Pay and Classification Plan effective July 1, 2011.

John Y. Gooch, Chairman

**AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION
IN CHAPTER 2 OF AN ARTICLE 8, SECTION 2-8, CONCERNING PAYMENT OF
COMPENSATION OF COUNTY OFFICERS, EMPLOYEES AND AGENTS**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-1500 and -1508, that the County Code be, and it is hereby, amended, in Chapter 2, by the addition of an Article 8, Section 2-8, which is hereby enacted as follows:

ARTICLE 8. Compensation of Employees, Officers, Agents

Sec. 2-8. Compensation of county officers, employees and agents.

Except as otherwise provided by law, all officers, employees and agents of the County shall receive as compensation for their services such sums as may be appropriated therefore in the annual budget as the same may be amended from time to time, in accordance with the terms of the pay plan as in effect or with the terms of any contract in the case of persons serving under contract with the County. In addition to such compensation, monetary bonuses to county officers and employees are authorized and may be paid, from time to time, as authorized by the Board of Supervisors.

**AN ORDINANCE TO AMEND AND REENACT THE FLUVANNA COUNTY CODE IN
CHAPTER 2, ARTICLE 2, SECTIONS 2-2-3, 2-2-4, AND 2-2-6 CONCERNING
REAPPORTIONMENT OF ELECTION DISTRICTS**

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

- (1) That the County Code be, and it is hereby, amended and reenacted, in Chapter 2, Article 2, Sections 2-2-3, 2-2-4, and 2-2-6, as follows:

Article 2. Election Districts.

Sec. 2-2-1. Created and established.

Pursuant to authority contained in Title 24.2, Ch. 3, Article 2.1, Sections 24.2-304.1, *ff.*, and Title 24.2, Ch. 3, Article 3, Sections 24.2-305, *ff.*, of the Code of Virginia, the election districts and their respective polling places for the county are hereby created and established as set forth in this article. (Min. Bk. 6, pp. 482-484; Comp. 1974, ch. 2; Ord. 7-1-81; Ord. 5-15-91; Ord. 5-16-01)

Sec. 2-2-2. Magisterial districts unaffected by article; representation to be by election district.

The magisterial districts of the county, with boundary lines and names thereof respectively as constituted and known on the day before the ordinance from which this article derives took effect, shall remain the same, but representation on the governing body shall be by - election districts described in this article. (Min. Bk. 6, pp. 482-484; Comp. 1974, ch. 2; Ord. 7-1-81; Ord. 5-15-91; Ord. 5-16-01)

Sec. 2-2-3. Districts enumerated; populations and polling places; precincts.¹

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

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	3467 5355	Palmyra Fire House ²
Columbia	3255 5187	Kents Store Agricultural Recreation Center ³
Fork Union	3204 4650	Fluvanna County Community Center
Cunningham	3372 5229	Antioch Baptist Church ⁴
Rivanna	6749 5270	Lake Monticello Fire & Rescue

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

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

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

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

Building
Lake Monticello Clubhouse

- (b) Precincts shall be known by their respective polling places and shall be coterminous with the respective electoral districts. ~~, except that, for the Rivanna District, there shall be two precincts, as follows:~~
- ~~(1) Lake Monticello Fire and Rescue Precinct shall be that portion of the Rivanna District southerly from a line running from the intersection of Jefferson Drive and South Bearwood Drive; thence along South Bearwood Drive in a northerly direction to the intersection of South Bearwood Drive and Kingswood Road; thence along Kingswood Road to its terminus and continuing in a direct line easterly to the center of Lake Monticello; thence along the center of Lake Monticello in an easterly direction to a direct line, the northerly extension of Chatham Lane; thence in a southerly direction along Chatham Lane to its intersection with Woodridge Road; thence along Woodridge Road in an easterly direction to its intersection with Jefferson Drive; thence in a westerly direction along Jefferson Drive to its intersection with Slice Road; thence along Slice Road in an easterly direction to the intersection with State Route 600 (South Boston Road);~~
- ~~(2) Lake Monticello Clubhouse Precinct shall be that portion of the Rivanna District northerly from the line described in the preceding subsection.~~
- (c) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the Historic Courthouse⁵, Palmyra, Virginia. The central absentee voting precinct shall be used for all elections.

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

Sec. 2-2-4. District boundaries.

The boundaries of the respective election districts are as set forth below:

Palmyra Election District - Number 1.

~~Beginning at the intersection of the Rivanna River and the Albemarle County border and following the Rivanna River in a southeasterly direction until its intersection with the northerly border of Census Block 2034 to the intersection of Route 600 (South Boston Road); Fluvanna-Albemarle County line and Route 53 (Thomas Jefferson Parkway) and following Route 53 (Thomas Jefferson Parkway) in an easterly direction to its intersection with Route 618 (Lake Monticello Road), thence in a northerly direction with Route 618 (Lake Monticello Road) approximately 2400 feet to its intersection with the eastern property line of 557 Jefferson Drive (Tax Map Parcel 18A-5-235), thence in a southeasterly direction with the property line of 557 Jefferson Drive (Tax Map Parcel 18A-5-235) to the intersection of Jefferson Drive and Lafayette~~

⁵ Change in central absentee voting precinct was adopted 2-18-09; federal preclearance was obtained 5-5-09.

Drive,⁶ thence in an easterly direction with Jefferson Drive to its intersection with Slice Road, thence in an easterly direction with Slice Road to its intersection with Route 600 (South Boston Road) and following Route 600 (South Boston Road) in a southerly direction to its intersection with ~~Route 53 (Thomas Jefferson Parkway), following Route 53 (Thomas Jefferson Parkway) in an easterly direction to its intersection with Route 15 (James Madison Highway), following Route 15 (James Madison Highway) in a northerly direction to its intersection with the northern edge of census block 1067, thence in an easterly direction with the northern edge of census block 1067 to its intersection with Burke Creek, a tributary of the Rivanna River, and following Burke Creek in an easterly direction to its intersection with the Rivanna River, thence in a southeasterly direction with the Rivanna River to its intersection with Route 15 (James Madison Highway) and following Route 15 (James Madison Highway) in a northerly direction to its intersection with Route 644 (Salem Church Road), thence in a northerly direction with Route 644 (Salem Church Road) to its intersection with Route 616 (Union Mills Road), thence in an easterly direction with Route 616 (Union Mills Road) to its intersection with Route 15 (James Madison Highway,⁷ thence in a northerly direction with Route 15 (James Madison Highway) to its intersection with Route 631 (Troy Road), thence in a westerly direction with Route 631 (Troy Road) to its intersection with Wounded Knee Lane, thence in a northerly direction with Wounded Knee Lane to its intersection with Ghost Dance Lane and following Ghost Dance Lane in a northerly direction to its intersection with Route 631 (Troy Road), thence in a northerly direction with Route 631 (Troy Road) to its intersection with Route 250 (Richmond Road), thence in a westerly direction with Route 250 (Richmond Road) to its intersection with Prison Lane, thence in a southerly direction with Prison Lane to its intersection with census block 2059 and following census block 2059 to its intersection with Prison Lane, thence in a northerly direction with Prison Lane to its intersection with Route 250 (Richmond Road) and following Route 250 (Richmond Road) in a westerly direction to its intersection with Route 627 (Zion Road), thence in a northeasterly direction with Route 627 (Zion Road) to its intersection with Edd Ridge Lane, thence in a northerly direction with Edd Ridge Lane to its intersection with Cedar Ridge Road, thence in a northerly direction with Cedar Ridge Road to its intersection with the Fluvanna-Louisa County line, thence in a westerly direction following with the Fluvanna-Louisa County line, ~~then in a southerly direction following to its intersection with the Fluvanna-Albemarle County line, thence in a southerly direction with the Fluvanna-Albemarle County line to its intersection with the Rivanna River,~~ Route 53 (Thomas Jefferson Parkway), the point of beginning.~~

⁶ Editor's Note – the original contained an incorrect statement of the written description of the boundaries of the Palmyra Election District regarding a portion of the boundary between the Palmyra and Rivanna Election Districts. The editor has deleted the following to correct this clerical error: “thence in a southeasterly direction with Lafayette Drive to its intersection with Northwood Road, thence in a southerly direction with Northwood Road to its intersection with Jefferson Drive”.

⁷ Editor's Note – the original omitted a portion of the boundary between the Palmyra and Columbia Election Districts from the written description of the boundaries of the Palmyra Election District. The editor has inserted the following to correct this clerical error: “Route 644 (Salem Church Road), thence in a northerly direction with Route 644 (Salem Church Road) to its intersection with Route 616 (Union Mills Road), thence in an easterly direction with Route 616 (Union Mills Road) to its intersection with Route 15 (James Madison Highway)”.

Columbia Election District - Number 2.

Beginning at the intersection of Route 15 (James Madison Highway) and Route 601 (Courthouse Road) near Palmyra and following Route 15 (James Madison Highway) in a northerly direction to its intersection with Route 644 (Salem Church Road), thence in a northerly direction with Route 644 (Salem Church Road) to its intersection with Route 616 (Union Mills Road), thence in an easterly direction with Route 616 (Union Mills Road) to its intersection with Route 15 (James Madison Highway), thence in a northerly direction with Route 15 (James Madison Highway) to its intersection with Route 631 (Troy Road), thence in a westerly direction with Route 631 (Troy Road) to its intersection with Wounded Knee Lane, thence in a northerly direction with Wounded Knee Lane to its intersection with Ghost Dance Lane and following Ghost Dance Lane in a northerly direction to its intersection with Route 631 (Troy Road), thence in a northerly direction with Route 631 (Troy Road) to its intersection with Route 250 (Richmond Road), thence in a westerly direction with Route 250 (Richmond Road) to its intersection with Prison Lane, thence in a southerly direction with Prison Lane to its intersection with census block 2059 and following census block 2059 to its intersection with Prison Lane, thence in a northerly direction with Prison Lane to its intersection with Route 250 (Richmond Road), thence in a westerly direction with Route 250 (Richmond Road) to its intersection with Route 627 (Zion Road), thence in a northeasterly direction with Route 627 (Zion Road) to its intersection with Edd Ridge Lane and following Edd Ridge Lane in a northerly direction to its intersection with Cedar Ridge Road, thence in a northerly direction with Cedar Ridge Road to its intersection with the Fluvanna-Louisa County line ; ~~thence in an~~ and following the Fluvanna-Louisa County line in an easterly direction ~~with the Fluvanna-Louisa line~~ to its intersection with the Fluvanna-Goochland County line, thence in a southerly direction with the Fluvanna-Goochland County line to its intersection with the James River, ~~on the east side of the Town of Columbia;~~ and following the James River in a westerly direction to its intersection with the Rivanna River, ~~thence up the Rivanna River to U. S. Route 15 (James Madison Highway);~~ thence in a northerly direction ~~with Route 15 (James Madison Highway)~~ to its intersection with the Fluvanna-Louisa County line, thence in a northwesterly direction with the Rivanna River for approximately one and one-half miles to a northeasterly bend in the Rivanna River, thence around the bend and continuing in a northeasterly direction for approximately 4,200 feet to the intersection with the boundary line dividing Tax Map Parcel 54-11-Y and Tax Map Parcel 54-11-X, also known as the northern edge of the Columbia growth area as set forth in the Fluvanna County Comprehensive Plan Future Land Use Map, thence in a southeasterly direction with the boundary line dividing Tax Map Parcel 54-11-Y and Tax Map Parcel 54-11-X to its intersection with the power line right-of-way, thence in a northeasterly direction with the power line right-of-way to its intersection with Route 659 (Stage Junction Road), thence in a northerly direction with Route 659 (Stage Junction Road) to its intersection with Route 608 (Wilmington Road), thence in a westerly direction with Route 608 (Wilmington Road) to its intersection with Route 601 (Courthouse Road) and following Route 601 (Courthouse Road) in a westerly direction to its intersection with Route 15 (James Madison Highway) near Palmyra, the point of beginning.

Fork Union Election District - Number 3.

~~Beginning at the common corner of the counties of Fluvanna, Cumberland and Goochland east to the Town of Columbia; thence up the James River to its intersection with Rockfish Creek; thence up Rockfish Creek to its intersection with the southerly border of Census Block 2003; thence along the southerly border of Census Block 2003 in a westerly direction to its intersection with State Route 646 (Hardware Road); thence in a northerly direction along~~

~~Route 646 (Hardware Road) to its intersection with State Route 6 (West River Road); thence in a northeasterly direction along Route 6 (West River Road) to its intersection with the westerly boundary of Census Block 2002; thence with the westerly boundary of Census Block 2002 in a southerly direction to its intersection with State Route 697 (Cunningham Road); thence along Route 697 (Cunningham Road) in an easterly direction to its intersection with State Route 640 (Cunningham Road); thence along Route 640 (Cunningham Road) in an easterly direction to its intersection with State Route 6 (West River Road); thence along Route 6 (West River Road) in an easterly direction to its intersection with State Route 640 (Haden Martin Road); thence in a northerly direction with State Route 640 (Haden Martin Road) to its intersection with U. S. Route 15 (James Madison Highway); Beginning at the intersection of Route 15 (James Madison Highway) and the Rivanna River near Palmyra and following the Rivanna River in a northwesterly direction to its intersection with Burke Creek near Pleasant Grove, thence in a westerly direction with Burke Creek to its intersection with the northern edge of census block 1067 and following the northern edge of census block 1067 in a westerly direction to its intersection with Route 600 (South Boston Road), thence in a southerly direction with Route 600 (South Boston Road) to its intersection with Route 53 (Thomas Jefferson Parkway), thence in an easterly direction with Route 53 (Thomas Jefferson Parkway) to its intersection with Route 619 (Ruritan Lake Road) and following Route 619 (Ruritan Lake Road) in a westerly direction to its intersection with the Cunningham Creek, thence in a westerly direction with Cunningham Creek to its intersection with the power line right-of-way and following the power line right-of-way in a southeasterly direction to its intersection with Route 693 (Bell Farms Lane), thence in a southwesterly direction with Route 693 (Bells Farm Lane) to its intersection with Route 639 (Long Acre Road) and following Route 639 (Long Acre Road) in a southeasterly direction to its intersection with Haislip Lane, thence in a southwesterly direction with Haislip Lane to its intersection with Route 620 (Rolling Road) and following Route 620 (Rolling Road) in a westerly direction to its intersection with Route 669 (Kidds Dairy Road), thence in a southerly direction with Route 669 (Kidds Dairy Road) to its intersection with Windy Ridge Lane and following Windy Ridge Lane in a southerly direction to its intersection with the Hardware River, thence in a southerly direction with the Hardware River thence in a northerly direction with U.S. Route 15 (James Madison Highway) to its intersection with the Rivanna River; thence in an easterly direction with the Rivanna River to its intersection with the James River and following the James River in an easterly direction to its intersection with the Rivanna River, thence in a northwesterly direction with the Rivanna River for approximately one and one-half miles to a northeasterly bend in the Rivanna River, thence around the bend and continuing in a northeasterly direction for approximately 4,200 feet to the intersection with the boundary line dividing Tax Map Parcel 54-11-Y and Tax Map Parcel 54-11-X, also known as the northern edge of the Columbia growth area as set forth in the Fluvanna County Comprehensive Plan Future Land Use Map, thence in a southeasterly direction with the boundary line dividing Tax Map Parcel 54-11-Y and Tax Map Parcel 54-11-X to its intersection with the power line right-of-way, thence in a northeasterly direction with the power line right-of-way to its intersection with Route 659 (Stage Junction Road), thence in a northerly direction with Route 659 (Stage Junction Road) to its intersection with Route 608 (Wilmington Road), thence in a westerly direction with Route 608 (Wilmington Road) to its intersection with Route 601 (Courthouse Road), thence in a westerly direction with Route 601 (Courthouse Road) to its intersection with Route 15 (James Madison Highway) and following Route 15 (James Madison Highway) in a southerly direction to its intersection with the Rivanna River near Palmyra, ; thence down the James River, to the point of beginning.~~

Cunningham Election District - Number 4.

Beginning at the intersection of the James River and Roekfish Creek; thence up the James River to its intersection with the intersection of the Fluvanna-Albemarle County line at Scottsville; thence in a northerly direction with the Fluvanna-Albemarle County line to its intersection with and Route 53 (Thomas Jefferson Parkway) and following Route 53 (Thomas Jefferson Parkway) in an easterly direction to its intersection with Boston Creek; thence along Boston Creek in an easterly direction to its intersection with Jefferson Drive; thence along Jefferson Drive in a southerly direction to its intersection with Turkeysag Trail; thence along Turkeysag Trail in a southerly direction to its intersection with Windy Way; thence along Windy Way in a northerly direction to its intersection with Bridlewood Drive; thence along Bridlewood Drive in a southerly direction to its intersection with Turkeysag Trail; thence along Turkeysag Trail in a westerly direction to its intersection with Route 53(Thomas Jefferson Parkway); thence along Route 53 (Thomas Jefferson Parkway) in an easterly direction to its intersection with U. S. Route 15 (James Madison Highway); thence in a southerly direction with Route 15 (James Madison Highway) to its intersection with State Route 640 (Haden Martin Road); thence in a southerly direction with Route 640 (Haden Martin Road) to its intersection with State Route 6 (West River Road); thence along Route 6 (West River Road) in a westerly direction to its intersection with State Route 640 (Cunningham Road); thence along Route 640 (Cunningham Road) in a westerly direction to its intersection with State Route 697 (Cunningham Road); thence along Route 697(Cunningham Road) in a westerly direction to its intersection with the westerly boundary of Census Block 2002; thence along the westerly boundary of Census Block 2002 in a northerly direction to its intersection with State Route 6 (West River Road); thence along Route 6 (West River Road) in a westerly direction to its intersection with State Route 646 (Hardware Road); thence along Route 646 (Hardware Road) in a southerly direction to its intersection with Census Block 2003; thence along the southerly boundary of Census Block 2003 in an easterly direction to its intersection with Roekfish Creek; thence down Roekfish Creek to its intersection with the James River, Route 618 (Lake Monticello Road), thence in a northerly direction with Route 618 (Lake Monticello Road) approximately 2,400 feet to its intersection with the eastern property line of 557 Jefferson Drive (Tax Map Parcel 18A-5-235), thence in a southeasterly direction with the eastern property line of 557 Jefferson Drive (Tax Map Parcel 18A-5-235) to the intersection of Jefferson Drive and Lafayette Drive, thence in a southeasterly direction with Lafayette Drive to its intersection with Northwood Road, thence in a southerly direction with Northwood Road to its intersection with Jefferson Drive, thence in an easterly direction with Jefferson Drive to its intersection with Slice Road, thence in an easterly direction with Slice Road to its intersection with Route 600 (South Boston Road) and following Route 600 (South Boston Road) in a southerly direction its intersection with Route 53 (Thomas Jefferson Parkway), thence in an easterly direction with Route 53 (Thomas Jefferson Parkway) to its intersection with Route 619 (Ruritan Lake Road) and following Route 619 (Ruritan Lake Road) in a westerly direction to its intersection with Cunningham Creek, thence in a westerly direction with Cunningham Creek to its intersection with the power line right-of-way and following the power line right-of-way in a southeasterly direction to its intersection with Route 693 (Bell Farms Lane), thence in a westerly direction with Route 693 (Bell Farms Lane) to its intersection with Route 639 (Long Acre Road) and following Route 639 (Long Acre Road) in a southerly direction to its intersection with Haislip Lane, thence in a southwesterly direction with Haislip Lane to its intersection with Route 620 (Rolling Road) and following Route 620 (Rolling Road) in a westerly direction to its intersection with Route 669 (Kidds Dairy Road), thence in a southerly direction along Route 669 (Kidds Dairy Road) to its intersection with Windy Ridge

Lane and following Windy Ridge Lane in a southerly direction to its intersection with the Hardware River, thence in a southerly direction with the Hardware River to its intersection with the James River, thence in a westerly direction with the James River to its intersection with the Fluvanna-Albemarle County line, thence in a northerly direction with the Fluvanna-Albemarle County line to its intersection with Route 53 (Thomas Jefferson Parkway), the point of beginning.

Rivanna Election District - Number 5.

~~Beginning at the Fluvanna-Albemarle County line at its intersection with State Route 53 (Thomas Jefferson Parkway), following the Fluvanna-Albemarle County line in a northerly direction to its intersection with the Rivanna River, following the Rivanna River in a southeasterly direction until its intersection with the northerly boundary of Census Block 2034 to the intersection of Route 600, following Route 600 (South Boston Road) in a southerly direction to its intersection with Route 53 (Thomas Jefferson Parkway); thence along Route 53 (Thomas Jefferson Parkway) in a westerly direction to its intersection with Turkeysag Trail; thence along Turkeysag Trail in a northerly direction to its intersection with Bridlewood Drive; thence along Bridlewood Drive in a northerly direction to its intersection with Windy Way; thence along Windy Way in a northerly direction to its intersection with Turkeysag Trail; thence along Turkeysag Trail in a northerly direction to its intersection with Jefferson Drive; thence along Jefferson Drive in a northerly direction to its intersection with Boston Creek; thence along Boston Creek in a westerly direction to its intersection with State Route 53 (Thomas Jefferson Parkway); thence along Route 53 (Thomas Jefferson Parkway) in a westerly direction to its intersection with the Fluvanna-Albemarle County line, the point of beginning.~~ *Beginning at the intersection of Jefferson Drive and Lafayette Drive⁸ and following Jefferson Drive in an easterly (clockwise) direction around Lake Monticello to its intersection with Northwood Road, thence in a northerly direction with Northwood Road to its intersection with Lafayette Drive, thence in a westerly direction with Lafayette Drive to its intersection with Jefferson Drive, the point of beginning.*

(Min. Bk. 6, pp. 482-484; Comp. 1974, ch. 2; Ord. 7-1-81; Ord. 5-15-91; Ord. 5-16-01)

Sec. 2-2-5. Supervisors elected biennially; terms.

The members of the county board of supervisors shall be elected biennially for four-year terms. (Comp. 1974, ch. 2; Ord. 5-16-01)

Sec. 2-2-6. One supervisor elected from each district.

~~One supervisor shall be elected from each election district established by this article, except that there shall be two supervisors elected from the Rivanna District, the terms of which supervisors shall not be coterminous.~~ (Min. Bk. 6, pp. 482-484; Comp. 1974, ch. 2; Ord. 7-1-81; Ord. 5-15-91; Ord. 5-16-01)

(2) The effective date of the new election districts and corresponding precincts, as set forth

⁸ Editor's Note – The original incorrectly stated Lafayette Road, when the proper name is in fact Lafayette Drive. The editor has corrected this clerical error.

herein, shall be in accordance with Virginia Code Section 24.2-311. The following schedule shall control the elections for Board of Supervisors and the School Board:

Board of Supervisors:

Palmyra District	Term ends 12/31/11	2011 Election
Columbia District	Term ends 12/31/13	2013 Election
Fork Union District	Term ends 12/31/11	2011 Election
Cunningham District	Term ends 12/31/13	2013 Election
Rivanna District	Term ends 12/31/13	2013 Election (Chesser)
	Term ends 12/31/11	Seat Eliminated (Fairchild)

School Board:

Palmyra District	Term ends 12/31/11	2011 Election
Columbia District	Term ends 12/31/13	2013 Election
Fork Union District	Term ends 12/31/11	2011 Election
Cunningham District	Term ends 12/31/13	2013 Election
Rivanna District	Term ends 12/31/13	2013 Election (Phillips)
	Term ends 12/31/11	Seat Eliminated (Gibbons)

MOTION: I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, July 20th, 2011 be adopted.

AGENDA **BOARD OF SUPERVISORS** **DATE: August 3rd, 2011**

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

RECOMMENDATION: Approval

TIMING: Routine

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

DISCUSSION: None

LEGISLATIVE HISTORY: None

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

Copy:

County Administrator's Use Only

Comments:

Jay Scudder, County Administrator

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom
Fluvanna Courts Building
July 20th, 2011
7:00 p.m.**

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

ALSO PRESENT: Jay Scudder, County Administrator
Fred Payne, County Attorney
John Robins, Public Works Director
Pat Groot, Grants Administrator
Dwight Godwin, Parks and Recreation Director
Steven Tugwell, Planner
Mary L. Weaver, Clerk, Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Chairman Gooch called the meeting of July 20th, 2011, to order at 7:00 p.m., in the Circuit Courtroom of the New Courts Building in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Gooch called for a moment of silence.

REPORTS

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

- *Safer Grants* – new grant opportunity, Staffing for Adequate Fire and Emergency Response grant, may be available for Fluvanna County.
- *FSCPA Contract* – looking into the renewal of the FSCPA contract.
- *Jurisdiction Signs* – most signs have been put up by specific organizations.

The Board directed staff to look into bringing the soft billing discussion for Fire and Rescue back to the Board.

- *TJEDP* – Mr. Scudder is serving on the committee to select a candidate for the Comprehensive Strategic Economic Development Plan for the region which is being conducted July 20-21, 2011.

PUBLIC COMMENTS #1

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

- Bob Leipold, Rivanna District – addressed the Board regarding upcoming elections.
- Bryan Phillips, Rivanna District – addressed the Board in opposition to the bonus ordinance.

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

CONSENT AGENDA

The following items were pulled from the consent agenda:

- Minutes of July 6th, 2011.

Minutes of July 6, 2011

Mr. Weaver requested the minutes of July 6th, 2011, be deferred to the August 3rd, 2011 meeting to allow time to make corrections.

The following items were approved under the consent agenda:

MOTION:

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

- Region Ten FY12 Performance Contract.
- Rural Rustic Roads/Routes 675, 636, 709 and 635 [Old Driver Hill Road, Garden Lane, Martin Lane and Cannery Lane].
- Authorization to submit DCJS grant for the Sheriff's Office.
- Accept DCJS grant award for Sheriff's Office.

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

PUBLIC HEARING

ZMP 11:01 – Fluvanna County – I-1 to A-1, and I-1 to I-1[An ordinance to amend the Fluvanna County Zoning Map with respect to 10.339 acres of Tax Map 12, Section 18, Parcels 1, 2, and 3 to rezone the same from I-1, Industrial, Limited to A-1, Agricultural, General; and 52.859 acres of Tax Map 12-18-4 and Tax Map 12-17-C, to rezone the same from I-1, Industrial, Limited to I-1, Industrial, Limited. The affected properties are located off of Route 696 (Deerfield Road), south of Route 607 (Bybee Road), approximately 0.70 miles east of Route 613 (Bybees Church Road). The properties are located in the Columbia Election District and are within the Zion Crossroads Community Planning Area – Mr. Steven Tugwell, Planner, addressed the Board regarding this item.

Chairman Gooch opened the public hearing.

- Joseph Floyd Crane, Palmyra District – addressed the Board in support of this request.
- Dick Kerns, Palmyra District – addressed the Board in support of this request.
- Donneta McElheny, Palmyra District – addressed the Board in support of this request.

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

After some discussion the following motion was made:

MOTION:

Mr. Kenney moved that the Board of Supervisors approve ZMP 11:01, a request to amend the Fluvanna County Zoning Map with respect to approximately 63.198 acres of Tax Map 12, Section 18, Parcels 1, 2, 3, to rezone the same from I-1, Industrial, Limited to A-1, Agricultural, General; and Tax Map 12, Section 17, Parcel C, and Tax Map 12, Section 18, Parcel 4, to rezone the same from I-1, Industrial, Limited to I-1, I-1, Industrial, Limited. Mr. Chesser seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None.

Alcohol Ordinance – proposed ordinance amendment concerning the sale, distribution, consumption and possession of alcoholic beverages on county property, with certain exceptions. Dwight Godwin, Parks and Recreation Director, addressed the board on this request.

Chairman Gooch opened the public hearing.

- Faye Davis, Cunningham District – addressed the Board with concerns about an alcohol ordinance.
- George Cushnie, Cunningham District – addressed the Board regarding separating the Farmers Market from other types of events in this ordinance.
- Bill Anderson, Rivanna District, President Fluvanna Arts Council – addressed the Board regarding excluding the Carysbrook auditorium from the list in this ordinance.
- Kathy Swenson Miller, Columbia District – addressed the Board in support of this ordinance.
- Annie C. Evans, Columbia District – addressed the Board in opposition to this ordinance.
- Phyliss Montellese, - Fork Union District - addressed the Board regarding the farmers market and the wineries' responsibility.
- Dennis Holder, Kents Store – addressed the Board in support of this ordinance.
- Bill Hughes, Cunningham District – addressed the Board in support of this ordinance.

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

After some discussion the following motion was made:

MOTION:

Mr. Kenney moved that the Board of Supervisors adopt the ordinance entitled “AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 14-4, CONCERNING THE SALE, DISTRIBUTION, COMSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES ON COUNTY PROPERTY, WITH CERTAIN EXCEPTION”.

Furthermore, I move that the Board approve events permitted under this subsection may be located at one or more of the following locations and no others, which location shall be specified in the Parks and Recreation Facility Rental Agreement: with amendment to 3B (but not including the auditorium). Mrs. Booker seconded. The motion carried with a vote of 6-0. AYES: Gooch, Weaver, Booker, Kenney, Fairchild and Chesser. NAYS: None. ABSENT: None.

PRESENTATIONS:

Fork Union Sanitary District Future Water Supply Plans

Mr. Alan Batson, Chairman of the Fork Union Sanitary District Advisory Board, reviewed with the Board a short and long term plan to improve the wells in the Fork Union Sanitary District.

ACTION MATTERS

Radio System Compliance and Upgrade Recommendations – Mr. John Robins, Public Works Director, addressed the Board in regards to improving the current E911 radio communications system and meeting the Federal Communications Commission mandate by January 1, 2013.

MOTION:

Mrs. Booker moved to direct staff to add a task order, not to exceed \$20,000, to the existing radio consultants contract to develop a request for bid to narrow-band the

existing radio system and advertise it and return it to the Board of Supervisors for possible approval. Additionally, I move to direct staff to advertise a request for proposal to hire a radio consultant to plan, design and help the County implement radio improvements to create a system with better coverage and interoperability. Mr. Kenney seconded. The motion carried, with a vote of 6-0. AYES: Gooch, Weaver, Chesser, Booker, Fairchild and Kenney. NAYS: None. ABSENT: None.

Budget Supplement for JAUNT

Ms. Donna Shaunesey, JAUNT Executive Director, addressed the Board in regards to a budget supplement for JAUNT, to supplement the rising fuel costs. No action was taken on this request.

Boards/Commissions Committee – Fluvanna Transportations Safety Commission – Rivanna District

MOTION:

Mr. Fairchild moved to appoint Mr. Ray Weimer, to the Fluvanna Transportations Safety Commission, Rivanna District, with a term to begin immediately, and to terminate on June 30th, 2014. Mr. Kenney seconded. The motion carried, with a vote of 6-0. AYES: Gooch, Weaver, Chesser, Booker, Fairchild and Kenney. NAYS: None. ABSENT: None.

Boards/Commissions Committee – Library Board of Trustees – Rivanna District

MOTION:

Mr. Fairchild moved to appoint Ms. Angela Bergeron, to the Library Board of Trustees, Rivanna District, with a term to begin immediately, and to terminate on June 30th, 2013. Mr. Kenney seconded. The motion carried, with a vote of 6-0. AYES: Gooch, Weaver, Chesser, Booker, Fairchild and Kenney. NAYS: None. ABSENT: None.

OLD BUSINESS

VRS – Mr. Weaver would like to see the VRS rules be put on an agenda sometime for discussion.
Work Session – The work session for August 17, 2011, will be held in the Morris Room.

NEW BUSINESS

VDOT – Mr. Fairchild addressed concerns with the paving job that was done in front of the new high school.

Fluvanna Girls Softball League – The 11-12 year old team went to the state finals and won the Sportsmanship Trophy, first time winning a state trophy.

Board of Supervisors Work Session – Inquired if there will be an agenda for the August 17, 2011, work session. Mr. Scudder will work up an agenda.

PUBLIC COMMENTS #2

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

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

ADJOURN

MOTION:

At 9:58 p.m., Mr. Chesser moved to adjourn the meeting of Wednesday, July 20th, 2011. Mr. Kenney seconded. The motion carried, with a vote of 6-0. AYES: Chesser, Goch, Kenney, Booker, Weaver and Fairchild. NAYS: None. ABSENT: None

John Y. Goch, Chairman

DRAFT

**AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION
IN CHAPTER 14 OF A SECTION 14-4, CONCERNING THE SALE, DISTRIBUTION,
CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES ON COUNTY
PROPERTY, WITH CERTAIN EXCEPTIONS**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-1800, that the County Code be, and it is hereby, amended, in Chapter 14, by the addition of a Section 14-4, which is hereby enacted as follows:

14-4. Sale, distribution, consumption and possession of alcoholic beverages prohibited on County property; exceptions.

(a) No person shall sell, give away or otherwise distribute; consume, or possess an open or previously opened container containing, any alcoholic beverage; or be under the influence of an alcoholic beverage, while on any County property.

(b) Any person violating the provisions of this section shall, in addition, to any other penalty, be deemed to be a trespasser on the property on which such violation shall have taken place.

(c) Notwithstanding subsection (a), the sale, distribution, possession and consumption of alcohol, by persons of legal age, at certain public parks and recreation facilities may be permitted under certain conditions as more particularly set forth hereinafter.

(1) Beer and/or wine may be sold or otherwise distributed, consumed and possessed by persons otherwise permitted by law to possess the same and in accordance with the regulations of the Virginia Alcoholic Beverage Control Board ("ABC") for the following special events:

(A) Private events where alcohol is provided at no charge to guests, such as wedding receptions, retirement parties, etc., (commonly referred to as "banquets") which are hosted by private individuals;

(B) Special events hosted by duly organized, nonprofit corporations and associations raising money for athletic, charitable, educational, political, or religious purposes;

(C) Events (commonly referred to as "tastings") involving the sale or giving of samples for the purpose of educating the consuming public about alcoholic beverages being tasted.

(2) Each event shall be subject to a Facility Rental Agreement approved by the director of Parks and Recreation in a form approved by the county attorney. Each such agreement shall be accompanied by a copy of a current ABC license of a type appropriate to the event as well as proof of liability insurance, with the County as additional insured, in a form reasonably satisfactory to the county attorney. In addition to other provisions, each such agreement shall require the provision of security controls reasonably satisfactory to the director of Parks and Recreation. Approval of any such agreement shall be conditioned upon the payment to the County of a fee reasonably calculated to defray the expense of administration of this section not to exceed \$1000.

(3) Events permitted under this subsection may be located at one or more of the following locations and no others, which location shall be specified in the Facility Rental Agreement:

(A) Pleasant Grove (Manor House, Wedding Grounds, Pole Barn, Heritage Trail Shelter, Farmer's Market Grounds);

(B) Carysbrook Performing Arts Center;

- (C) Bremo picnic shelter;
 - (D) Fluvanna County Community Center (Fork Union).
- (4) Permits for events shall be subject to revocation for material violations of this section or of the Facility Rental Agreement or any associated ABC license.

DRAFT



VACoRP

July 15, 2011

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

540.345.8500

toll free 888.822.6772

fax 540.345.5330

toll free 877.212.8599

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

Attention: Crystal Besecker, Budget Analyst

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Fluvanna County

Claim Number: 0322011054461

Date of Loss: 06-25-11

Dear Ms. Besecker:

Enclosed please find a VACoRP property damage check in the amount of \$2,815 to cover the cost of the 1997 Ford Crown Victoria VIN 4235 that was declared a total loss. This amount was determined by the Crawford and Co estimate that was submitted in the amount of \$3,315.00 before the \$500.00 policy deductible was applied.

To complete this claim, we will need the vehicle title. Enclosed is a Power of Attorney that needs to be signed and returned along with the vehicle title. **PLEASE DO NOT SIGN THE TITLE ITSELF.** A VACoRP representative will do that when the vehicle is transferred from the salvage company.

If you should have any questions regarding this payment, please feel comfortable to call our office.

Sincerely,

A handwritten signature in cursive script that reads "Susan C. Farris".

Susan C. Farris, CIC, CISR
Claims Specialist

Enc. – check & DMV POA form

1997 Ford CV VIN 4235 total

VACORP CLAIMS
308 MARKET ST. SE. STE 1 & 2
ROANOKE, VA 24011
540-345-8500

FIRST CITIZENS BANK

49537
68-183/514
412

Two Thousand Eight Hundred Fifteen and 00/100 Dollars*****

DATE

AMOUNT

7/15/2011

2,815.00

PAY
TO THE
ORDER
OF

Fluvanna
P.O. Box 299
Route 15 S. County Admin Bldg
Palmyra, VA 22963

VOID AFTER 60 DAYS
TWO SIGNATURES REQUIRED OVER \$30,000



AUTHORIZED SIGNATURE

⑈049537⑈ ⑆051401836⑆008921921150⑈

VACORP CLAIMS

49537

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Auto Collision			Total Loss Estimate	\$3,315.00	\$3,315.00
Auto Collision			Deductible	\$3,315.00	(\$500.00)

Claim Number: 0322011054461 Claimant: Fluvanna Payee: Fluvanna
Check Number: 49537 Total Check Amt: \$2,815.00 Event Date: 6/25/2011 Department: 032 Fluvanna
Memo: 1997 Ford CV VIN 4235 total

MOTION: I move the Board of Supervisors approve a supplemental appropriation to the Commonwealth Attorney's budget in the amount of \$581.00 to accommodate additional grant funding for the Victim/Witness Coordinator position. This action will increase the following account lines:

Federal Revenue line 10000015 333114 VICWT \$435.00
State Revenue line 10000013 324010 VICWT \$146.00
Salary Expenditure line 10024000 40110 VICWT \$581.00

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: FY12 Supplemental Appropriation for additional Victim/Witness funding awarded

RECOMMENDATION: Approval of the supplemental appropriation as stated above.

TIMING: Routine

FISCAL IMPLICATIONS: The FY2012 Budget will increase by \$581.00.

POLICY IMPLICATIONS: none

DISCUSSION: The county was notified on July 5, 2011 by the Commonwealth of Virginia of the additional funds. Please see attachments for further details.

Staff: Crystal Besecker, Finance

Copy: Jeff Haislip, Commonwealth Attorney

Attachments: Award Letter from Commonwealth of Virginia Department of Criminal Justice Services dated July 5, 2011.

.....
For County Administrator's Use Only:

Comments:

County Administrator's Signature



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

July 5, 2011

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

Title: Victim Witness Program

Dear Mr. Scudder:

I am pleased to advise you that grant number **12-F5261VW11** for the above-referenced grant program has been approved in the amount of \$22,259.00 in Federal Funds and \$7,420.00 in State Special Funds for a total award of \$29,679.00.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Julia Fuller-Wilson at (804) 371-0386.

Sincerely,

A handwritten signature in black ink that reads 'Garth L. Wheeler'.

Garth L. Wheeler

Enclosures

cc: Ms. Sherri Stader, V/W Program Director
Ms. Renee Hoover, Finance Director
Ms. Julia Fuller-Wilson, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

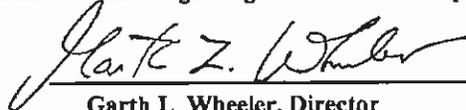
Subgrantee: Fluvanna County		Date: July 05, 2011	
Grant Period:		Grant Number:	
From: 07/01/2011	Through: 06/30/2012	12-F5261VW11	

Project Director	Project Administrator	Finance Officer
Ms. Sherri Stader V/W Program Director Fluvanna County P. O. Box 116 Palmyra, VA 22963 Phone: (434) 591-1985 Email: sstader@co.fluvanna.va.us	Mr. Jay Scudder County Administrator Fluvanna County P. O. Box 540 Palmyra, VA 22963 Phone: (434) 591-1910 Email: jscudder@co.fluvanna.va.us	Ms. Renee Hoover Finance Director Fluvanna County P.O. Box 540 Palmyra, VA 22963 Phone: (434) 591-1930 Email: rhoover@co.fluvanna.va.us

Grant Award Budget

Budget Categories	DCJS Funds			Local	TOTALS
	Federal	General	Special		
Travel	\$0	\$0	\$0	\$0	\$0
Supplies/Other	\$0	\$0	\$0	\$0	\$0
Personnel	\$0	\$0	\$0	\$0	\$0
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultant	\$0	\$0	\$0	\$0	\$0
Totals	\$22,259	\$0	\$7,420	\$0	\$29,679

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.



 Garth L. Wheeler, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this _____ day of _____, 20_____.

Signature: _____

Title: _____

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street
Richmond, Virginia 23219

For the Victim Witness Assistance Grant Program – Localities

Subgrantee: Fluvanna County

Grant Number: 12-F5261VW11

Federal Catalog Number: 16.575

Title: Victim Witness Program

Date: July 05, 2011

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application;
 - to comply with the "Victim/Witness Grant Program Fiscal Year 2011 and 2012 Program Guidelines and Application Procedures," dated March 19, 2010 and its Attachments. This includes compliance with Attachment 6-- "Final Program Guidelines, Victims of Crime Act, FFY 1997, Victim Assistance Program," and includes a requirement that subgrantees maintain daily time and attendance records. (See Section B,8).
2. The subgrantee agrees to submit, on or before scheduled due dates, such reports as requested by DCJS on required forms. This includes filing required reports using the Client Information Management System (CIMS) and the online Grants Management Information System (GMIS).
3. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
 - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
 - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
 - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
 - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
 - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
 - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDP-funded programs or activities (42 U.S.C. § 5672(b)).

Statement of Grant Award Special Conditions (Continued)

Grant No: 12-F5261VW11

- Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
4. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 5. Grant funds, including state and local match, may be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all received and unexpended grant funds (exclusive of local match) to DCJS within 90 days after the end of the grant liquidation period.
 6. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
 7. Subgrantee may follow their own established travel rates if they have an established travel policy. If subgrantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate: <http://www.irs.gov/taxpros/article/0,,id=156624,00.html>: Transportation costs for air and rail must be at coach rates.
 8. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.
 9. **No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested using the online Grants Management Information System, (GMIS), accompanied with a narrative. No budget amendments will be allowed after April 30, 2012.**
 10. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
 11. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.
 12. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
 13. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

Statement of Grant Award Special Conditions (Continued)

Grant No: 12-F5261VW11

14. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
15. The recipient is required to certify and ensure that all aspects of personnel management and employment practices will be conducted in accordance with their local unit of government or state agency procedures, promoting equal employment opportunity. For example, the recipient must advertise for positions, interview candidates, hire, supervise, discipline, and separate program personnel in accordance with their local unit of government or state agency procedures promoting equal employment opportunity. Additionally, grantees must promptly notify DCJS whenever grant funded positions are vacated and must notify DCJS when such positions are filled.
16. All new Computer Processing Units (CPU's) purchased with grant funds must be protected by anti-virus software, which must be updated, as necessary. Before purchasing new computer equipment, the recipient is strongly encouraged to consult with Darwin Webb, Senior Programmer Analyst, regarding any questions about basic CIMS installation requirements and compatibility. Mr. Webb can be reached at (804) 786-4576.
17. In accordance with VOCA guidelines, grant funds may support membership in no more than three appropriate organizations.
18. No more than 5% of grant funded staff hours may be devoted to the provision services to witnesses.
19. Costs, including staff time, associated with the preparation of subpoenas cannot be supported with grant funds.
20. Email and internet access funded through the grant must be for official program use only.
21. **Any non-federal cash awarded in excess of 20% of the total grant award shall not be considered match. These non-federal funds are the only DCJS grant funds which may support appropriate service coordination or other appropriate activities advancing the delivery of direct services which may not be supported with federal funds.**
Coordination activities may include serving on state or local task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims.
22. Unless otherwise stated, Special conditions listed in item 23 must be met by September 30, 2011. If they remain unmet after this date, then the subgrantee must report to DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with special conditions within reasonable specified timeframes.
23. Prior to DCJS disbursing funds, the Subgrantee must comply with the following special conditions:
 - a) Please submit revised itemized budget and budget narrative to equal award amount.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 788-4000
TDD (804) 386-8732

NOTICE

To: Grants Project Administrator
From: Janice Waddy, DCJS Grants Administrator
Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY

GRANT AWARD AND SPECIAL CONDITIONS:

Please review your Award and Special Conditions very carefully. *Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.* Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and progress reports are due no later than the close of business on the 12th working day after the end of the quarter. Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is attached for your reference.

❑ **PROGRESS REPORTS**

Refer to our website: <http://www.dcjs.virginia.gov/> for submitting progress reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. You are required to use the on-line system to submit your progress reports. **Paper copies of progress reports will no longer be accepted!**

❑ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>.

Paper copies of the financial reports will no longer be accepted! You are required to use the online system in reporting your expenditures.

❑ **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through the online Grants Management Information System. In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. *Please note you can access this system using the same password assigned for the online financial reporting system.

The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>.

You are required to use the online system for requesting funds.

❑ **BUDGET AMENDMENTS**

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the online Grants Management Information System.

*Please note again that you can access this system using the same password assigned for the online financial reporting system.

The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>.

Paper copies of the Budget Amendments will no longer be accepted! You are required to use the online system for submitting budget amendments.

If you have any questions, please contact Beverly Johnson at (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

**PROJECTED DUE DATES
FINANCIAL & PROGRESS REPORTS**

Reports are due by the 12th working day following the close of the quarter covered in the report. Financial reports are required even if no expenditures have occurred.

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
9/30/2011	10/19/2011
12/31/2011	1/20/2012
3/31/2012	4/17/2012
6/30/2012	7/18/2012

MOTION: I move the board approve a supplemental appropriation in the amount of \$692,204.85 for the 2011-2012 school budget. This action will increase the following budget lines with the school fund:

Other Local Revenue 25100008 319911 \$86,500.00
Federal Revenue 25100014 332004 \$605,704.85
Instruction Expenditures 25162000 496001 \$692,204.85

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: FY12 Supplemental Appropriation for Families Learning Together grant and Teacher Evaluation Pilot

RECOMMENDATION: I recommend the board approve the requested supplemental appropriation.

TIMING: Routine

FISCAL IMPLICATIONS: The School's Amended Budget will reflect an increase of \$692,204.85.

POLICY IMPLICATIONS: Routine.

DISCUSSION: Schools have received \$86,500 in the form of a local grant for the Families Learning Together Program. They have also received \$605,704.85 in additional Federal 1003(g) funds for the Teacher Evaluation Pilot.

Staff: Crystal Besecker

Copy: Mrs. Gena C. Keller, Superintendent of Schools

Attachments: Request letter from Mrs. Keller

.....
For County Administrator's Use Only:

Comments:

County Administrator's Signature

FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963 – 4136
(434) 589 – 8208 Fax: (434) 589 – 2248

June 29, 2011

Renee Hoover, Director of Finance
Fluvanna County
P. O. Box 540
Palmyra, Virginia 22963

Re: Budget Adjustments for Fiscal Year 2012

At their June 2012 meeting the Fluvanna County School Board asked that the following Fiscal Year (FY) 2012 budget adjustments be transmitted.

Re – appropriation of FY 2011 funds:

- 1) Re – appropriation of \$28,880.12 in ARRA Special Education Flow-through.
- 2) Re – appropriation of \$130,958 in VPSA Technology funds.
- 3) Re – appropriation of \$10,757.27 in Federal Ed Jobs funds.

As provided for in County of Fluvanna Budget Policy and Procedures Section 1 – 4.9.f, the above two items are external funds and approval to use the funds in FY 2012 has been provided by the funding agency.

- 1) Allow the School Board to retain any other unexpended local funds at the end of FY 2011, as provided for by Supervisor action at the April 20, 2011 meeting. The current estimate of these funds is \$413,879.55

Budget Supplements for FY 2012:

- 1) Appropriate \$86,500 in local grant funds received by the Families Learning Together Program for FY 2012.
- 2) Appropriate \$605,704.85 in additional Federal 1003(g) funds for the Teacher Evaluation Pilot. The Pilot is through the College of William & Mary in cooperation with the Virginia Department of Education.

Sincerely,



Gena C. Keller

Cc: William P. "Jay" Scudder, County Administrator

MOTION: I move the Board of Supervisors approve a supplemental appropriation of \$8,163.57 to Non-Departmental to accommodate an insurance reimbursement received for damages to the HVAC system in the Social Services building. The following budget lines would increase 10000016 340000 and Expenditure line 10086000 405304.

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: FY12 Budget Supplement for Social Services Insurance Claim

RECOMMENDATION: I recommend approval of the supplemental appropriation as stated above.

TIMING: Routine

FISCAL IMPLICATIONS: The FY 2012 General Fund Budget will increase by \$8,163.57

POLICY IMPLICATIONS: none

DISCUSSION: On May 6, 2011 a water pipe burst in the basement of the Social Services building damaging numerous pieces of equipment. This is the first of multiple claims reimbursements for this particular incident.

Staff: Crystal Besecker, Finance

Copy: Garland Nuckols, Facilities Director

Attachments: VaCO letter and copy of reimbursement check

.....
For County Administrator's Use Only:

Comments:

County Administrator's Signature



VACoRP

July 18, 2011

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

540.345.8500
toll free 888.822.6772
fax 540.345.5330
toll free 877.212.8599

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

Attention: Crystal Besecker, Budget Analyst

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Fluvanna County
Claim Number: 0322011053344
Date of Loss: 05-06-11

Dear Ms. Besecker:

Enclosed please find a VACoRP property damage check in the amount of \$8,163.57 to cover the repair cost to the Air Conditioning/Heating Unit belonging to the social services dept that was damaged by a break in the water line. This amount was determined by the Cii Service estimate that was submitted in the amount of \$9,163.57 before the \$1,000.00 policy deductible was applied.

If you should have any questions regarding this payment, please feel free to call our office.

Sincerely,

A handwritten signature in blue ink that reads "Susan C. Farris".

Susan C. Farris, CIC, CISR
Claims Specialist

Enc. - check

Repairing Air Conditioning Unit damaged by water

VACORP CLAIMS
308 MARKET ST. SE. STE 1 & 2
ROANOKE, VA 24011
540-345-8500

FIRST CITIZENS BANK

49656
68-183/514
412

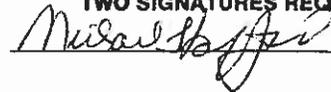
Eight Thousand One Hundred Sixty-Three and 57/100 Dollars*****

DATE	AMOUNT
7/18/2011	**8,163.57**

PAY
TO THE
ORDER
OF

Fluvanna
P.O. Box 299
Route 15 S. County Admin Bldg
Palmyra, VA 22963

VOID AFTER 60 DAYS
TWO SIGNATURES REQUIRED OVER \$30,000



AUTHORIZED SIGNATURE

⑈049656⑈ ⑆051401836⑆008921921150⑈

VACORP CLAIMS

49656

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Buildings			Repair Air conditioning	\$9,163.57	\$9,163.57
Buildings			Deductible	\$9,163.57	(\$1,000.00)

Claim Number: 0322011053344 Claimant: Fluvanna Payee: Fluvanna
Check Number: 49656 Total Check Amt: \$8,163.57 Event Date: 5/6/2011 Department: 032 Fluvanna
Memo: Repairing Air Conditioning Unit damaged by water

MOTION: I move to approve the FY13 Budget Calendar.

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: Budget Calendar

RECOMMENDATION: Approval

POLICY IMPLICATIONS: In accordance with Fluvanna County Budget Policy 1-4.5

TIMING: Routine

DISCUSSION: There have been a few changes to the FY13 budget calendar as described below.

1. A strategic planning meeting to discuss the FY13 Budget is scheduled for August 17th at 3 p.m.
2. A preliminary joint work session with the School board is scheduled for November 2nd, time and place to be determined.

Staff: Crystal Besecker, Budget Analyst

Attachments: Proposed FY13 Budget Calendar

.....
For County Administrator's Use Only:

Comments:

William P. "Jay" Scudder, County Administrator



FY13 Budget Calendar

CIP

Operational

Board Meeting

Advertising

Aug-11						
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sep-11						
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Oct-11						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov-11						
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Dec-11						
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jan-12						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Feb-12						
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

Mar-12						
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Apr-12						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DESCRIPTION

DATE

TIME/LOCATION

CIP Kick-off Meeting	08/01/2011	10am; Conference Room
Budget Strategic Planning	08/17/2011	3 pm.; Morris Room
CIP Submissions Due	09/02/2011	Electronically, No later than 5 p.m.
Staff review of CIP submission begins	September	
CIP review committee	9/12-9/30/2011	
CIP Planning Commission Worksession	10/12/2011	7:00 pm; Morris Room
Budget Forms Released	10/24/2011	posted online
Planning Commission CIP review	10/26/2011	7:00pm; Circuit Court
CIP Advertisement Submitted (PC mtg.)	10/28/2011	
CIP Advertisement Dates	11/03/2011	
	11/10/2011	
Prelim Joint Worksession - BOS & Schools	11/02/2011	Time TBD
Budget Kick-off Meeting	11/07/2011	10am; Conference Room
Planning Commission CIP review	11/09/2011	7:00pm; Morris Room
CIP Public Hearing - Planning Commission	11/14/2011	7:00pm; Circuit Court
Operational Budgets Due	11/22/2011	Electronically, No later than 5 p.m.
CIP Planning Commission - Followup to PH	12/28/2011	7:00pm; Circuit Court
Budget meetings w/ County Admin.	12/12-12/21/11	County Admin. Office
CIP Presented to Board of Supervisors	01/04/2012	2:00pm; Circuit Court
Budget Workbooks finalized for printing	01/23/2011	
Budget presented to BOS	02/01/2012	2:00pm; Circuit Court
Budget Work Session - Expenditures	02/08/2012	7:00pm; Circuit Court
Budget Work Session - Schools	02/22/2012	6:00pm; Circuit Court
Budget Work Session - Agency Presentations	02/29/2012	6:00pm; Circuit Court
Budget Work Session	03/07/2012	7:00pm Circuit Court
Budget Work Session - Schools/Reconciliation	03/21/2012	6:00pm; Circuit Court
Budget Advertisement Submitted	03/23/2012	
Advertisement Dates	03/29/2012	
	04/05/2012	
Public Hearing - CIP & Operations	04/11/2012	7:00pm; Circuit Court
Budget Adoption	04/18/2012	7:00pm; Circuit Court

MOTION: I move that the Fluvanna County Board of Supervisors asks Governor Bob McDonnell to submit a budget amendment to the 2012 session of the General Assembly to reverse the \$60 million-a-year reduction for the current year, FY12, and to eliminate the aid to localities reduction in the budget submitted for FY13 and FY14; and further, be it

RESOLVED, that the members of the General Assembly support a budget amendment to the 2012 session of the General Assembly to reverse the \$60 million-a-year reduction for the current year, FY12, and to eliminate the aid to localities reduction in the budget submitted for FY13 and FY14.

AGENDA BOARD OF SUPERVISORS DATE: August 3rd, 2011

SUBJECT: Resolution in Support of Restoration of State Funding for Aid to Localities

RECOMMENDATION: Approval

TIMING:

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

DISCUSSION:

LEGISLATIVE HISTORY: The General Assembly reduced aid to localities. The Virginia Association of Counties and the Virginia Municipal League are legislating to restore these funding sources.

Staff: Jay Scudder, County Administrator

Copy:

Enclosure: Resolution

County Administrator's Use Only

Jay Scudder, County Administrator



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

RESOLUTION

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, August 3rd, 2011, in Palmyra, Virginia, the following action was taken:

Present

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

Vote

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

RESOLUTION IN SUPPORT OF 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, is \$800 million less in FY12 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 dwindling, and real estate assessments are declining; and

WHEREAS, the Appropriation Act contains \$60 million in across-the-board cuts to cities and counties for both FY11 and FY12, 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 State"); 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 \$151,223 in FY11 and will be required to remit another \$154,378 in FY12; and

WHEREAS, cities and counties will have provided the State with \$220 million by the close of FY12 for this "Local Aid to the State" 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 begun to recover and the State is expecting to have a revenue surplus for the second year in a row; 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

NOW, THEREFORE BE IT RESOLVED, on this 3rd day of August 2011 that the Fluvanna County Board of Supervisors asks Governor Bob McDonnell to submit a budget amendment to the 2012 session of the General Assembly to reverse the \$60 million-a-year reduction for the current year, FY12, and to eliminate the aid to localities reduction in the budget submitted for FY13 and FY14; and further, be it

RESOLVED, that the members of the General Assembly support a budget amendment to the 2012 session of the General Assembly to reverse the \$60 million-a-year reduction for the current year, FY12, and to eliminate the aid to localities reduction in the budget submitted for FY13 and FY14.

Adopted this 3rd day of August 2011
by the Fluvanna County Board of Supervisors

ATTEST:

Jay Scudder, County Administrator



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

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

Memorandum

TO: Board of Supervisors
FROM: Renee Hoover, Director of Finance
DATE: July 26, 2011
RE: Key Indicators and Accounts Payable Report

Key Indicators

Attached are key indicators watched to determine how the local economy is fairing. The main indicator is the unemployment rate. Information supplied by the Virginia Workforce Connection is two months behind in reporting labor force data for the State and Localities. In May 2011, the County had a 4.8% unemployment rate. When the rate is compared to November 2010 the last reporting to the Board, the unemployment rate was 5.3%. The rate has overall decline in the last six months due to people returning to work. The State and the Nations unemployment rates remain higher than the County and the Charlottesville MSA; for May, Virginia unemployment rate is 5.9% and the United States unemployment rate is 9.1%. Another indicator is the housing market. Per the Charlottesville Area Association of Realtors, 2011 Mid-Year Report, Fluvanna is in the top three for 2011 home sales and remains one of the most affordable in the Charlottesville area. Fluvanna's median sales price for June 2011 is \$207,975. This is a 17% dropped compared to five years ago when in June 2007 the median home sale was \$253,000.

Accounts Payable

The standardize report provided in prior months could not be generated due to the posting of accounts payable between fiscal years 2011 and 2012. In order to continue providing an accounts payable report a check register was generated that identifies check #s, vendors, and amounts paid in July. This report does not allocate the payments by fund and department to determine the budget where the funds were paid from. Because this is an important report to the Board and the standardize report from the system is not clear to the reader, a request has been submitted to Tyler to customize a report to show the information by fund and department and range on check date.

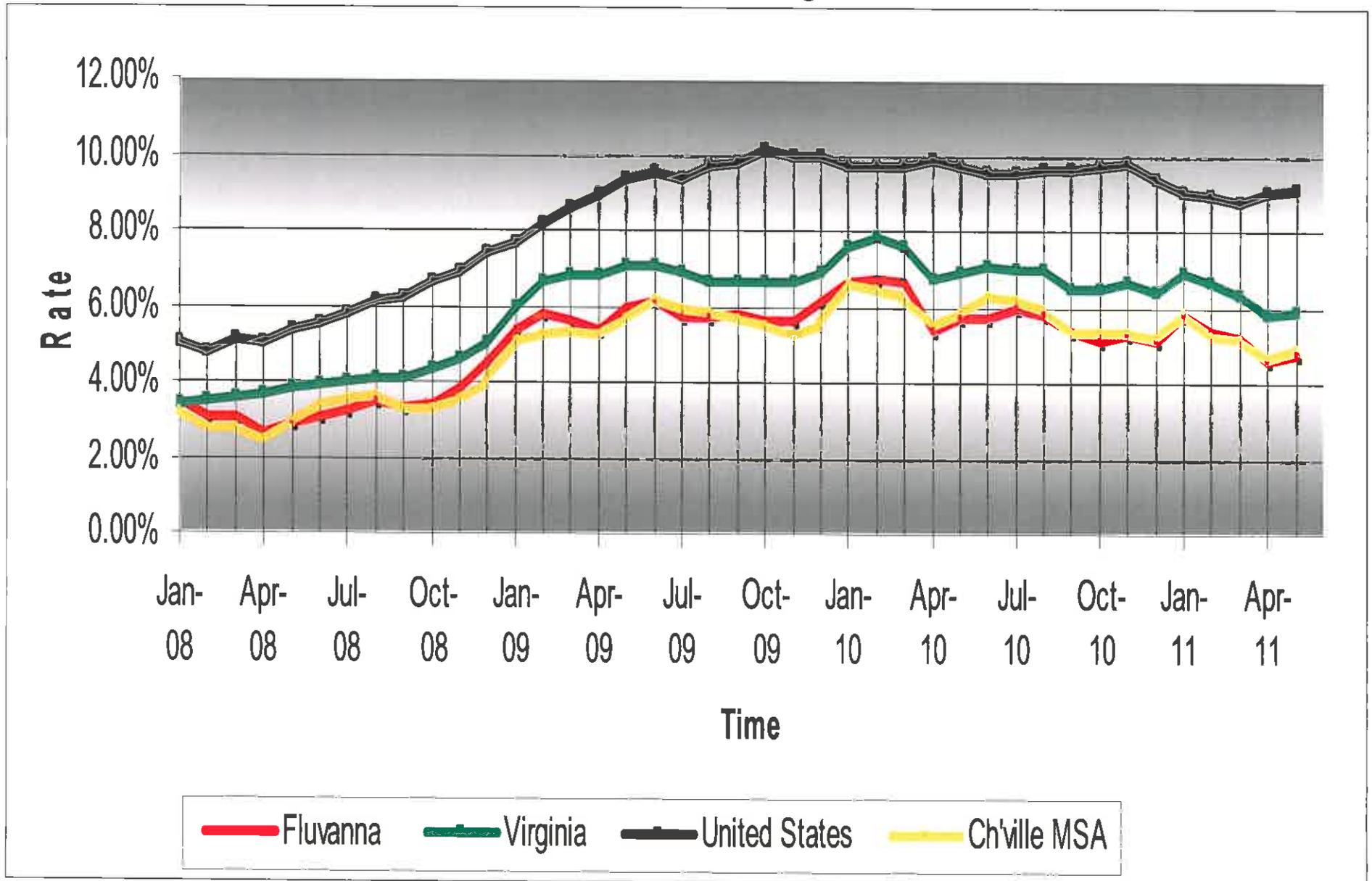
Attached is a check register for the accounts payable paid between June 27 through July 25, 2011. Below is the totals for accounts payable and June's payroll. Staff recommends that the Board of Supervisors ratify these expenditures.

Payroll	536,930.18
Accounts Payable	<u>1,661,203.39</u>
Total	<u>2,198,133.57</u>

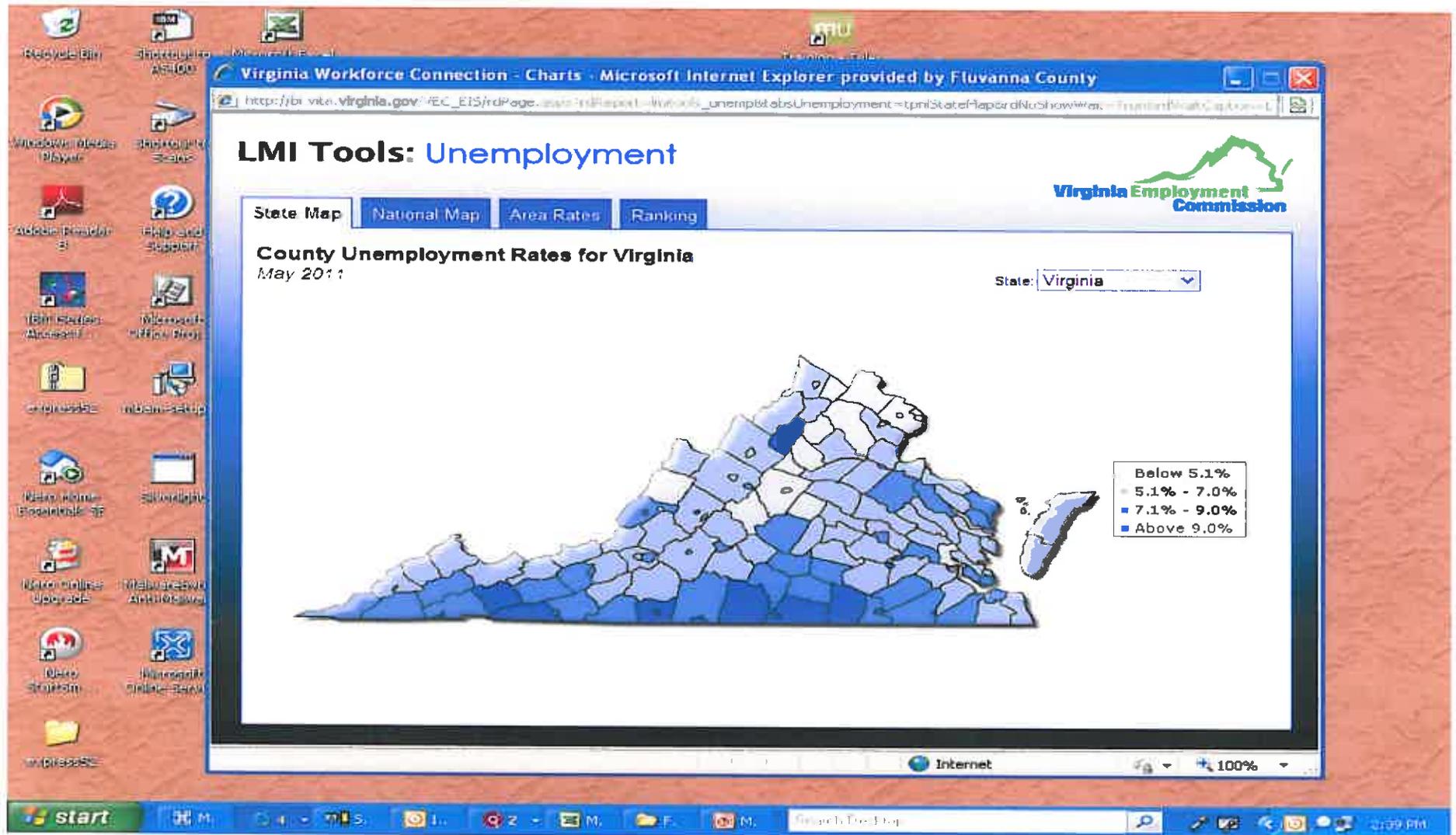
Motion:

I move the Accounts Payable from June 27 through July 25, 2011 and Payroll for the month of June 2011 in the amount of \$ 2,198,133.57 be ratified.

Trend of Unemployment Rate

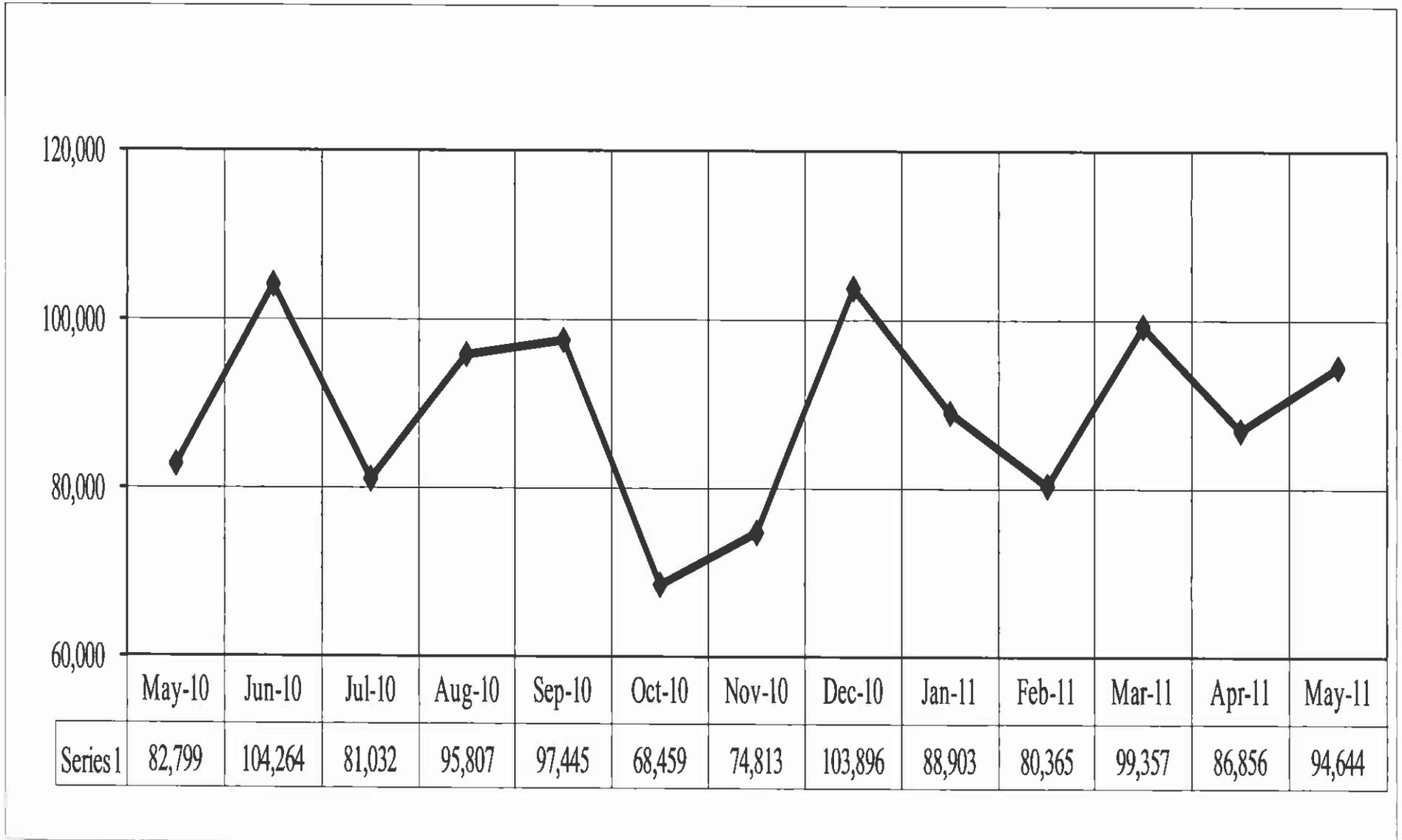


State Unemployment

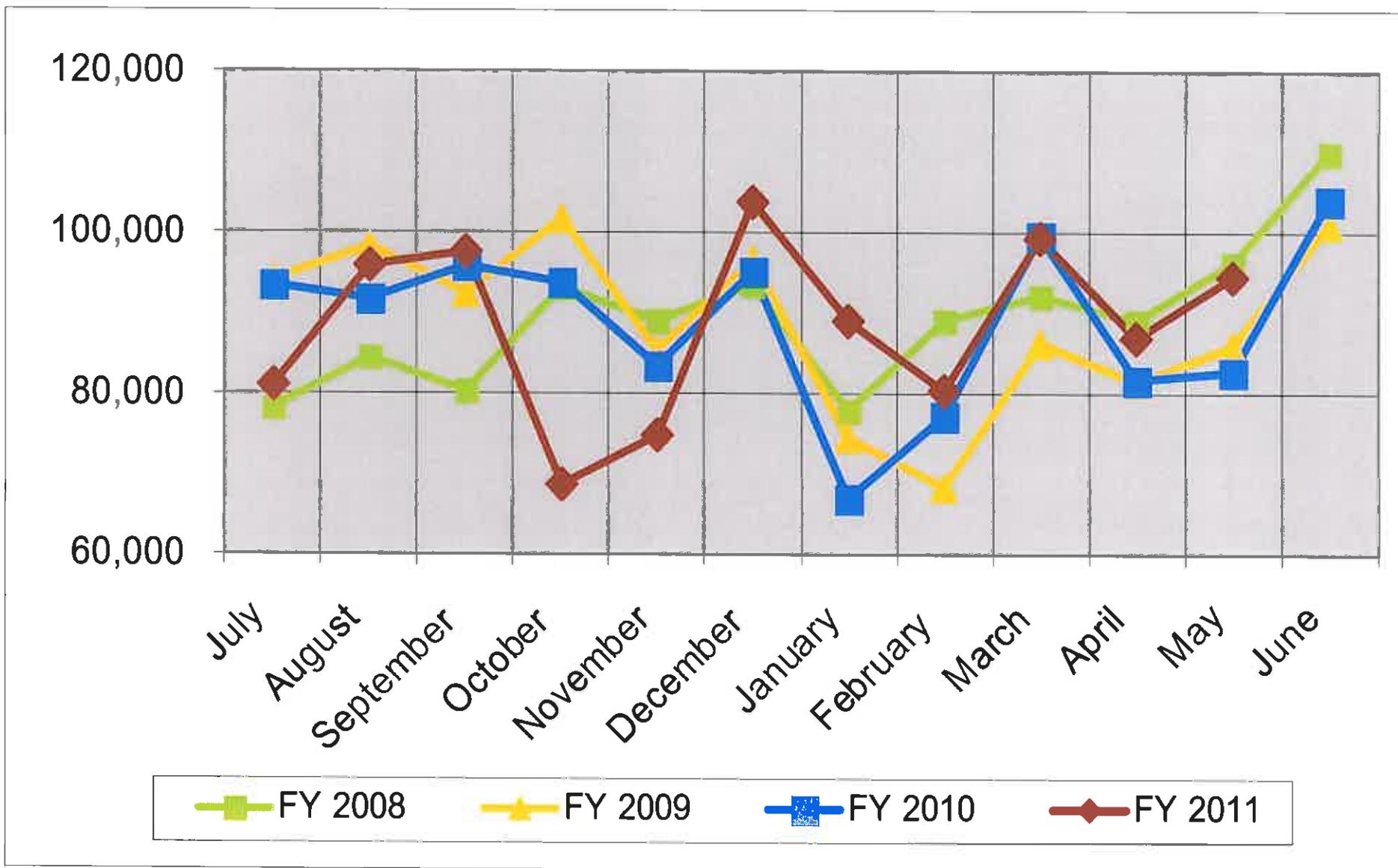


3

Annual Local Sales Tax Trend



Fiscal Year Local Sales Tax Trend



Mid-Year Housing Market Highlights

- Top three areas for sales in 2011 are Albemarle, Charlottesville, and Fluvanna.
- Most affordable areas in Charlottesville Area are Fluvanna, Louisa, and Orange.
- Closed sales for Fluvanna are down 22% compare to year ago.
- Median sales price in Fluvanna has dropped 17% compare to five years ago.

Year to Date Median Home Sales Price

<u>Localities</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Fluvanna	\$253,000	\$250,000	\$199,950	\$205,250	\$207,975
Albemarle	309,900	310,733	281,580	287,467	275,975
Charlottesville	278,000	265,000	247,000	246,289	233,500
Nelson	293,500	300,000	280,000	267,000	256,000
Greene	291,300	258,750	253,500	251,500	234,675
Louisa	252,310	259,000	205,000	225,000	163,750
Orange	285,000	232,350	161,400	152,577	104,900
Area Median	\$274,000	\$269,950	\$247,000	\$248,570	\$234,950

Information obtained from Charlottesville Area Association of REALTORS (CAAR) 2011 Mid-Year Report

COUNTY OF FLUVANNA
 AP CHECK RECONCILIATION REGISTER
 PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
4	6/30/2011	REGIONS BANK	25,079.94
5	6/30/2011	RURAL DEVELOPMENT	4,960.00
4282513	6/30/2011	FLUVANNA SPCA	16,520.00
5312012	6/30/2011	AARON RUEHLE,ED.S LPC LMF	475.00
5312013	6/30/2011	ABC PRESCHOOL	1,321.40
5312014	6/30/2011	COMMUNITY ATTENTION	14,266.02
5312015	6/30/2011	DIANA MITZEL	1,036.00
5312016	6/30/2011	DISCOVERY SCHOOL	5,600.00
5312017	6/30/2011	ELK HILL	540.00
5312018	6/30/2011	FAMILY PRESERVATION SERV.	21,382.50
5312019	6/30/2011	FLUVANNA CO PARKS & REC	175.00
5312020	6/30/2011	GOLD'S GYM	336.94
5312021	6/30/2011	GRAFTON SCHOOL, INC	8,172.50
5312022	6/30/2011	LEIGH ANNE DEAL	508.00
5312023	6/30/2011	MUSIC RESOURCE CENTER	10.00
5312024	6/30/2011	PRESBYTERIAN HOMES	2,573.00
5312025	6/30/2011	REGION TEN	855.00
5312026	6/30/2011	SUZANNE WOLSTENHOLME	766.00
5312027	6/30/2011	Therapeutic Insights & Me	600.00
5312028	6/30/2011	VA HOME FOR BOYS & GIRLS	7,540.00
5312029	6/30/2011	ALL KINDS OF SIGNS	165.00
5312030	6/30/2011	ALL STAR AUTO PARTS	26.88
5312031	6/30/2011	AMAZON.COM	2,111.65
5312032	6/30/2011	AT&T 286-3642	161.35
5312033	6/30/2011	AUTOMATED OFFICE SYSTEMS	655.00
5312034	6/30/2011	BCWH INC	67,350.00
5312035	6/30/2011	BFI	2,378.43
5312036	6/30/2011	BLUE RIDGE PAINT &	175.94
5312037	6/30/2011	BONNIE SNODDY	154.00
5312038	6/30/2011	BOUSON E. PETERSON, JR.	140.51
5312039	6/30/2011	BUSINESS DATA OF VA INC	325.00
5312040	6/30/2011	CAMP FRIENDSHIP	1,560.00
5312041	6/30/2011	CAPITAL TRISTATE	562.05
5312042	6/30/2011	CATHERINE R. GARCIA	874.00
5312043	6/30/2011	CENTRAL VA ELECTRIC COOP	188.00
5312044	6/30/2011	CENTURYLINK	1,309.33
5312045	6/30/2011	CENTURYLINK 309363296	181.95
5312046	6/30/2011	CENTURYLINK 309373828	472.76
5312047	6/30/2011	CENTURYLINK 309428096	36.35
5312048	6/30/2011	CENTURYLINK 309433290	46.52
5312049	6/30/2011	CENTURYLINK 309647441	610.04
5312050	6/30/2011	CENTURYLINK 309697981	36.35
5312051	6/30/2011	CENTURYLINK 309719161	156.97
5312052	6/30/2011	CENTURYLINK 309797542	119.68
5312053	6/30/2011	CENTURYLINK 309871364	212.68
5312054	6/30/2011	CENTURYLINK 309898636	46.30
5312055	6/30/2011	CENTURYLINK 309903768	152.59
5312056	6/30/2011	CENTURYLINK 310042302	3,459.26
5312057	6/30/2011	CENTURYLINK 310089744	40.08

COUNTY OF FLUVANNA
 AP CHECK RECONCILIATION REGISTER
 PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
5312058	6/30/2011	CENTURYLINK 310191749	889.54
5312059	6/30/2011	CENTURYLINK 310214091	960.80
5312060	6/30/2011	CENTURYLINK 310338742	46.16
5312061	6/30/2011	CENTURYLINK 310392717	58.06
5312062	6/30/2011	CII SERVICE	8,242.68
5312063	6/30/2011	CINTAS	325.76
5312064	6/30/2011	CLEAR COMMUNICATIONS AND	10.84
5312065	6/30/2011	COBB TECHNOLOGIES	220.00
5312066	6/30/2011	COMMONWEALTH DISTRIBUTION	2,875.00
5312067	6/30/2011	COUNTY OF CULPEPPER	18,496.74
5312068	6/30/2011	COUNTY OF FLUVANNA	550.80
5312069	6/30/2011	CRIME REPORTS	299.00
5312070	6/30/2011	CROSSROADS AUTO REPAIR LL	17.86
5312071	6/30/2011	D & S CONSTRUCTION	1,142.74
5312072	6/30/2011	DAPROSYSTEMS INC	1,755.00
5312073	6/30/2011	DAVE SAGARIN	297.50
5312074	6/30/2011	DELL MARKETING L.P.	2,817.36
5312075	6/30/2011	DEMCO	55.69
5312076	6/30/2011	DIEBOLD FIRE SERVICE	390.00
5312077	6/30/2011	DMV	65.00
5312078	6/30/2011	DOMINION VIRGINIA POWER	8,878.61
5312079	6/30/2011	E.W. THOMAS	48.62
5312080	6/30/2011	ECKERT SEAMANS CHERIN & M	9,703.35
5312081	6/30/2011	ENVIROCOMPLIANCE LAB	535.00
5312082	6/30/2011	EVIDENT	114.00
5312083	6/30/2011	EXECUTIVE SYSTEMS INC	168.95
5312084	6/30/2011	FAYES OFFICE SUPPLY	586.92
5312085	6/30/2011	FEDEX	119.53
5312086	6/30/2011	FLEET SERVICES	335.36
5312087	6/30/2011	FLORIDA MICRO LLC	624.28
5312088	6/30/2011	FLUVANNA CO HEALTH DEPT	325.00
5312089	6/30/2011	FLUVANNA CO PUBLIC SCHOOL	26.00
5312090	6/30/2011	FLUVANNA REVIEW	433.00
5312091	6/30/2011	FORK UNION	17.76
5312092	6/30/2011	FRANCES P SCHUTZ	199.75
5312093	6/30/2011	GALLS	1,082.96
5312094	6/30/2011	GARY SHULL'S AUTO REPAIR	56.00
5312095	6/30/2011	GE CAPITAL	92.29
5312096	6/30/2011	HAPPY TAILS	500.59
5312097	6/30/2011	HEALTH NUTZ	91.00
5312098	6/30/2011	JEROME PATCHEN	53.55
5312099	6/30/2011	JOYCE PACE	298.76
5312100	6/30/2011	KELLY'S SHOP	672.40
5312101	6/30/2011	LAKEWAY PUBLISHER OF VA	86.25
5312102	6/30/2011	LAND PLANNING & DESIGN	450.15
5312103	6/30/2011	LANDSCAPE SUPPLY INC	73.83
5312104	6/30/2011	LAW ENFORCEMENT ASSOCIATE	2,420.00
5312105	6/30/2011	M P ELECTRIC	90.00
5312106	6/30/2011	MARTY'S RACE CARS	43.00
5312107	6/30/2011	MO-JOHNS INC	1,772.00

COUNTY OF FLUVANNA
 AP CHECK RECONCILIATION REGISTER
 PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
5312108	6/30/2011	MSAG DATA CONSULTANTS,INC	510.00
5312109	6/30/2011	OCE'	201.64
5312110	6/30/2011	FOREST LAWHORNE	12.00
5312111	6/30/2011	OTIS COLLIER	90.00
5312112	6/30/2011	JAY BE LANDSEADEL	90.00
5312113	6/30/2011	STEVEN WALLER	90.00
5312114	6/30/2011	MARY SCANGO	100.00
5312115	6/30/2011	JOE CHESSER	106.08
5312116	6/30/2011	FIRST SYSTEMS AND RESOURC	203.10
5312117	6/30/2011	QUALITY UNIFORM	1,117.48
5312118	6/30/2011	PITNEY BOWES	93.00
5312119	6/30/2011	PITNEY BOWES GLOBAL	765.00
5312120	6/30/2011	POST MASTER	792.00
5312121	6/30/2011	QUILL	668.97
5312122	6/30/2011	RACECOM OF VIRGINIA	707.41
5312123	6/30/2011	RCC CONSULTANTS INC	1,178.28
5312124	6/30/2011	RESERVE ACCOUNT	450.00
5312125	6/30/2011	RICHMOND BLUEPRINT & SUPP	189.62
5312126	6/30/2011	RIVANNA GEAR & APPAREL	466.00
5312127	6/30/2011	SAM'S	180.75
5312128	6/30/2011	SAMS CLUB/GEMB	548.99
5312129	6/30/2011	SCHNEIDER LABRATORIES INC	8.00
5312130	6/30/2011	SOUTHEAST ENERGY INC	86.04
5312131	6/30/2011	STAPLES	7.08
5312132	6/30/2011	STAPLES BUSINESS	749.25
5312133	6/30/2011	STAPLES CREDIT PLAN	916.55
5312134	6/30/2011	STEVEN MORRIS	3.66
5312135	6/30/2011	STEVEN NICHOLS	107.00
5312136	6/30/2011	STONEWALL TECHNOLOGIES	4,300.00
5312137	6/30/2011	SYCOM	742.50
5312138	6/30/2011	THE DAILY PROGRESS	342.00
5312139	6/30/2011	THE HANOVER COMPANY	107.90
5312140	6/30/2011	TIGER FUEL COMPANY	2,530.75
5312141	6/30/2011	TREASURER OF VA TECH	13,095.59
5312142	6/30/2011	TREASURER, FLUVANNA CO	110.38
5312143	6/30/2011	UNITED PARCEL SERVICE	8.22
5312144	6/30/2011	VA INFORMATION	1,283.72
5312145	6/30/2011	VACA	50.00
5312146	6/30/2011	VALLEY OFFICE MACHINES	129.09
5312147	6/30/2011	VERIZON WIRELESS	1,553.98
5312148	6/30/2011	VIRGINIA BUSINESS SYSTEMS	542.47
5312149	6/30/2011	WAGNER'S MOBILE GLASS &	315.00
5312150	6/30/2011	WEST RIVER AUTO	145.30
5312151	7/8/2011	AFLAC (AMERICAN FAMILY LI	1,184.12
5312152	7/8/2011	COLONIAL LIFE & ACCIDENT	12.56
5312153	7/8/2011	FIRST FINANCIAL	410.84
5312154	7/8/2011	FIRST FINANCIAL	5,382.46
5312155	7/8/2011	FIRST FINANCIAL	75.88
5312156	7/8/2011	FIRST FINANCIAL	995.82
5312157	7/8/2011	FIRST FINANCIAL	26.02

COUNTY OF FLUVANNA
AP CHECK RECONCILIATION REGISTER
PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
5312158	7/8/2011	FIRST FINANCIAL	2,857.00
5312159	7/8/2011	FIRST FINANCIAL	97.56
5312160	7/8/2011	FIRST FINANCIAL	357.40
5312161	7/8/2011	FIRST FINANCIAL	395.20
5312162	7/8/2011	FIRST FINANCIAL	320.92
5312163	7/8/2011	FIRST FINANCIAL	889.84
5312164	7/8/2011	MINNESOTA LIFE INS. CO	78.36
5312165	7/8/2011	NEW YORK LIFE INSURANCE C	632.34
5312166	7/8/2011	NEW YORK LIFE INSURANCE A	90.00
5312167	7/8/2011	SOUTHERN HEALTH SERVICES	92,436.92
5312168	7/8/2011	STANDARD & CORE/NACO	6,141.60
5312169	7/8/2011	THE SIGNATURE GROUP	31.20
5312170	7/8/2011	TREASURER OF VIRGINIA	69,600.01
5312171	7/8/2011	TREASURER OF VIRGINIA	1,239.73
5312172	7/8/2011	TREASURER OF VIRGINIA	952.78
5312173	7/8/2011	VA. DEPT. OF TAXATION	19,188.66
5312174	7/8/2011	VIRGINIA CREDIT UNION	300.00
5312175	7/18/2011	ADVANTAGE OFFICE SYSTEMS	663.49
5312176	7/18/2011	ALL STAR AUTO PARTS	97.49
5312177	7/18/2011	ALLIED PORTABLE TOILET	500.00
5312178	7/18/2011	ANDERSON TIRE COMPANY	519.34
5312179	7/18/2011	BANK OF AMERICA	12,391.41
5312180	7/18/2011	BATTERIESPLUS-196	56.67
5312181	7/18/2011	BFI	2,568.89
5312182	7/18/2011	BKT UNIFORMS	6,255.37
5312183	7/18/2011	BLUE RIDGE PAINT &	97.59
5312184	7/18/2011	C.R. MOORE WELL DRILLING	2,869.00
5312185	7/18/2011	C2 INKED INCORPORATED	63.75
5312186	7/18/2011	CAMPBELL EQUIPMENT INC	25.71
5312187	7/18/2011	CAPITAL TRISTATE	352.56
5312188	7/18/2011	CASKIE GRAPHICS INC	2,005.10
5312189	7/18/2011	CENTRAL VA ELECTRIC COOP	3,249.70
5312190	7/18/2011	CENTRAL VIRGINIA REGIONAL	435.00
5312191	7/18/2011	CENTURYLINK 589-8525	50.00
5312192	7/18/2011	CHALLENGER SPORTS CORP	920.00
5312193	7/18/2011	CHARLOTTESVILLE OFFICE	600.00
5312194	7/18/2011	CII SERVICE	1,077.70
5312195	7/18/2011	CINTAS	156.38
5312196	7/18/2011	COMMONWEALTH DISTRIBUTION	2,337.11
5312197	7/18/2011	COMMUNITY ATTENTION CNTR	240.00
5312198	7/18/2011	CROSSROADS HOME CENTER	10.69
5312199	7/18/2011	DESIGN ELECTIC	2,800.00
5312200	7/18/2011	DMV	3,540.00
5312201	7/18/2011	DOMINION VIRGINIA POWER	6,471.38
5312202	7/18/2011	DYNAMIC RESOURCE SOLUTION	1,555.00
5312203	7/18/2011	E.W. THOMAS	547.95
5312204	7/18/2011	ELECTION SERVICES ONLINE	3,345.30
5312205	7/18/2011	FAYE ANDERSON	1,257.88
5312206	7/18/2011	FAYES OFFICE SUPPLY	717.06
5312207	7/18/2011	FEDEX	71.74

COUNTY OF FLUVANNA
 AP CHECK RECONCILIATION REGISTER
 PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
5312208	7/18/2011	FIFE INCORPORATED	69,225.00
5312209	7/18/2011	FLORIDA MICRO LLC	315.00
5312210	7/18/2011	FLUVANNA REVIEW	28.00
5312211	7/18/2011	FLUVANNA REVIEW	780.00
5312212	7/18/2011	FORK UNION	110.38
5312213	7/18/2011	FRED JONES WELL CO	3,547.98
5312214	7/18/2011	FREE SPIRIT PUBLISHI	150.89
5312215	7/18/2011	GE CAPITAL	12.64
5312216	7/18/2011	INTRASTATE PEST	290.00
5312217	7/18/2011	JAMES RIVER ASAP	50.00
5312218	7/18/2011	JAY SCUDDER	1,160.42
5312219	7/18/2011	JEAN LYNN COOPER	140.00
5312220	7/18/2011	JOYCE PACE	38.76
5312221	7/18/2011	KELLY HUGHS	200.00
5312222	7/18/2011	KELLY'S SHOP	289.50
5312223	7/18/2011	LEWIS L PERSINGER	500.00
5312224	7/18/2011	LOWE'S	2,358.42
5312225	7/18/2011	M & W PRINTERS INC	962.00
5312226	7/18/2011	MECHUMS RIVER SECURITY	60.00
5312227	7/18/2011	MMI MONTGOMERY MARKETING	96.48
5312228	7/18/2011	MO-JOHNS INC	120.00
5312229	7/18/2011	DUSTIN ELLIOTT	26.48
5312230	7/18/2011	PATRICIA BOZZA	36.60
5312231	7/18/2011	RUBY GARCIA	45.14
5312232	7/18/2011	COMPUTERCOP SOFTWARE CORP	2,950.00
5312233	7/18/2011	PAYNE & HODOUS	14,455.50
5312234	7/18/2011	QUILL	885.61
5312235	7/18/2011	REGION 10 CSB	175.00
5312236	7/18/2011	RELIABLE OFFICE SUPPLY	353.47
5312237	7/18/2011	RIVANNA GEAR & APPAREL	974.00
5312238	7/18/2011	ROBERT D LEIPOLD	447.95
5312239	7/18/2011	RUHLMAN'S HAULING	1,270.34
5312240	7/18/2011	SAUL MINEROFF ELECT INC	510.00
5312241	7/18/2011	SAVE YOUR DATA LLC	2,791.00
5312242	7/18/2011	SCHNEIDER LABRATORIES INC	28.00
5312243	7/18/2011	SHENANDOAH WATER	285.72
5312244	7/18/2011	STAPLES BUSINESS	833.42
5312245	7/18/2011	STATIONERS INC	56.94
5312246	7/18/2011	THE DAILY PROGRESS	515.60
5312247	7/18/2011	THOMAS BROTHER SOFTWARE	590.00
5312248	7/18/2011	TONER	592.81
5312249	7/18/2011	TRACTOR HILL EQUIP LLC	1,353.33
5312250	7/18/2011	TREASURER OF VIRGINIA	1,141.63
5312251	7/18/2011	TYLER TECHNOLOGIES	9,378.69
5312252	7/18/2011	TYLER TECHNOLOGIES	4,601.55
5312253	7/18/2011	U.S. CELLULAR	70.07
5312254	7/18/2011	UNITED PARCEL SERVICE	1.15
5312255	7/18/2011	UNIVAR USA INC	899.65
5312256	7/18/2011	VALLEY IMPLEMENT SALES IN	1,759.74
5312257	7/18/2011	VERIZON	1,234.46

COUNTY OF FLUVANNA
AP CHECK RECONCILIATION REGISTER
PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
5312258	7/18/2011	VIRGINIA BUSINESS SYSTEMS	311.57
5312259	7/18/2011	VIRGINIA BUSINESS SYSTEMS	131.05
5312260	7/18/2011	VIRGINIA OIL FLEET PROG	187.38
5312261	7/18/2011	VIRGINIA RECREATION &	2,224.00
5312262	7/18/2011	VIRGINIA WATERS INC	30.70
5312263	7/18/2011	ALLIED WASTE SERVICE 410	669.84
5312264	7/18/2011	ALLIED WASTE SERVICES 410	233.69
5312265	7/18/2011	AMERICAN PLANNING ASSOC.	675.00
5312266	7/18/2011	BAI MUNICIPAL SOFTWARE	6,929.00
5312267	7/18/2011	BLUE RIDGE PAINT &	196.87
5312268	7/18/2011	BOSLEY CROWTHER	2,000.00
5312269	7/18/2011	CAMPBELL EQUIPMENT INC	39.40
5312270	7/18/2011	CAROLINA SOFTWARE	250.00
5312271	7/18/2011	CENTRAL SHENANDOAH	25,300.00
5312272	7/18/2011	CENTRAL VIRGINIA REGIONAL	162,089.75
5312273	7/18/2011	CHILDREN YOUTH & FAMILY	1,900.00
5312274	7/18/2011	CII SERVICE	9,163.57
5312275	7/18/2011	CINTAS	146.76
5312276	7/18/2011	COMMISSIONER OF THE	795.00
5312277	7/18/2011	COMMONWEALTH DISTRIBUTION	2,004.19
5312278	7/18/2011	CONTERRA ULTRA BROADBAND	1,000.00
5312279	7/18/2011	E.W. OWEN	150.00
5312280	7/18/2011	FAYES OFFICE SUPPLY	165.59
5312281	7/18/2011	FLUVANNA ARTS COUNCIL	10,000.00
5312282	7/18/2011	FLUVANNA COUNTY	475.00
5312283	7/18/2011	FLUVANNA COUNTY RESCUE	15,218.50
5312284	7/18/2011	FLUVANNA COUNTY VOLUNTEER	46,805.00
5312285	7/18/2011	FLUVANNA/LOUISA HOUSING	18,835.00
5312286	7/18/2011	GILLISPIES'S AUTO REPAIRS	550.00
5312287	7/18/2011	HAROLD BOYD	231.00
5312288	7/18/2011	HEALTH NUTZ	70.00
5312289	7/18/2011	IDNETWORKS	775.00
5312290	7/18/2011	INFOPRINT SOLUTIONS CO	447.72
5312291	7/18/2011	JAUNT INC	22,970.75
5312292	7/18/2011	JEFF HAISLIP	64.07
5312293	7/18/2011	JEFFERSON AREA	29,687.50
5312294	7/18/2011	JEFFERSON AREA CHIP	23,750.00
5312295	7/18/2011	JEROME HILL	100.00
5312296	7/18/2011	LAKE MONTICELLO	135,012.50
5312297	7/18/2011	LEADERSHIP DEVELOPMENT	713.00
5312298	7/18/2011	LEGAL AID JUSTICE CENTER	3,563.00
5312299	7/18/2011	MONTICELLO AREA COMMUNITY	21,646.00
5312300	7/18/2011	OAR JEFFERSON AREA COMM.	1,663.00
5312301	7/18/2011	PIEDMONT HOUSING ALLIANCE	1,900.00
5312302	7/18/2011	PIEDMONT VIRGINIA	6,946.00
5312303	7/18/2011	PIEDMONT WORKFORCE NETWRK	3,325.00
5312304	7/18/2011	PROG SPECIALITY INS CO	23.00
5312305	7/18/2011	REGION TEN	20,187.50
5312306	7/18/2011	SCOTTSVILLE VOLUNTEER	7,967.00
5312307	7/18/2011	SEXUAL ASSAULT RESOURCE	950.00

COUNTY OF FLUVANNA
 AP CHECK RECONCILIATION REGISTER
 PERIOD JUNE 27, - JULY 25, 2011

CHECK #	CHECK DATE	NAME	AMOUNT
5312308	7/18/2011	SHELTER FOR HELP IN EMERG	8,550.00
5312309	7/18/2011	SHENANDOAH WATER	99.35
5312310	7/18/2011	SHORT INSURANCE ASSOC LTD	100.00
5312311	7/18/2011	STONEWALL TECHNOLOGIES	300.00
5312312	7/18/2011	THOMAS JEFFERSON	28,230.00
5312313	7/18/2011	THOMAS JEFFERSON	62,610.25
5312314	7/18/2011	THOMAS JEFFERSON EMS INC	16,095.00
5312315	7/18/2011	THOMAS JEFFERSON SOIL &	15,200.00
5312316	7/18/2011	THOMAS JEFFERSON SWCD	1,425.00
5312317	7/18/2011	THYSSENKRUPP ELEVATOR	1,161.12
5312318	7/18/2011	VACORP	41,257.04
5312319	7/18/2011	VACORP	70,722.28
5312320	7/18/2011	VFIS	39,134.00
5312321	7/18/2011	VIRGINIA RECREATION &	10.00
5312322	7/18/2011	WAGNER'S MOBILE GLASS &	515.00
5312323	7/18/2011	WINDOWARE INC	850.00
5312324	7/18/2011	YUVONNE E CHILSHLM	95.00
5312325	7/18/2011	A J ANDERSON DR	1,800.00
5312326	7/18/2011	ABC PRESCHOOL	1,360.00
5312327	7/18/2011	ADDICTION RECOVERY SYSTEM	390.00
5312328	7/18/2011	BROWN YOUTH CONSULTANTS,	6,390.00
5312329	7/18/2011	CHARLOTTESVILLE LEAGUE OF	1,888.60
5312330	7/18/2011	CHILD CONNECTION DEVEL	3,936.00
5312331	7/18/2011	COMMUNITY ATTENTION	12,241.34
5312332	7/18/2011	CRAIG VILLALON LCSW	360.00
5312333	7/18/2011	ELK HILL	14,187.20
5312334	7/18/2011	FAMILY PRESERVATION SERV.	7,040.00
5312335	7/18/2011	FLUVANNA CO SCHOOL SYSTEM	340.00
5312336	7/18/2011	FLUVANNA CO SCHOOL SYSTEM	360.00
5312337	7/18/2011	FOOD LION	4,000.00
5312338	7/18/2011	GLORIA HUBERT	1,165.00
5312339	7/18/2011	INTERCEPT YOUTH SERVICE	3,210.30
5312340	7/18/2011	LAFAYETTE SCHOOL INC	1,944.00
5312341	7/18/2011	LEIGH ANNE DEAL	95.00
5312342	7/18/2011	MARK SERGI DR	2,000.00
5312343	7/18/2011	NOVELL BROWN	1,875.00
5312344	7/18/2011	OPEN DOOR CHRISTIAN SCHOO	330.00
5312345	7/18/2011	RACHEL LEWIS LCSW	540.00
5312346	7/18/2011	REBECCA MAYO PITTS	240.00
5312347	7/18/2011	REGINA CHRISTMAS	710.00
5312348	7/18/2011	STUMP EDUCATIONAL CONSULT	2,000.00
5312349	7/18/2011	SYLVAN LEARNING CENTER	336.00
5312350	7/18/2011	Therapeutic Insights & Me	810.00
5312351	7/18/2011	TRIPLE C CAMP	1,760.00
5312352	7/18/2011	VABODE	4,500.00
5312353	7/18/2011	VIRGINIA OIL COMPANY	2,400.00
5312354	7/18/2011	DELITA JOHNSON	1,288.00
5312355	7/18/2011	FLUVANNA CO PARKS & REC	670.00
5312356	7/18/2011	FLUVANNA DEPARTMENT	6,150.00
5312357	7/18/2011	GLORIA HUBERT	3,610.00

COUNTY OF FLUVANNA
AP CHECK RECONCILIATION REGISTER
PERIOD JUNE 27, - JULY 25, 2011

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>NAME</u>	<u>AMOUNT</u>
5312358	7/18/2011	LEIGH ANNE DEAL	1,972.00
5312359	7/18/2011	TERRI BLANCHETTI	450.00
5312360	7/18/2011	WATERMARKS	<u>250.00</u>
352 CHECKS		TOTAL ACCOUNTS PAYABLE	<u><u>1,661,203.39</u></u>

FLUVANNA SPCA

Supporting Pawsitive Pet Partnership Since 1989



Provision of Pound Services

for the County of Fluvanna
by the Fluvanna SPCA

8/3/2011

Mission Statement

Fluvanna SPCA

Founded in 1987 and incorporated in 1989, the Fluvanna SPCA's mission is to rescue homeless pets from neglect, abuse, and abandonment and to place them in good, loving homes.

Pound Services¹

- Shelter stray animals for a holding period of 5-10 days (pounds typically hold animals for 6-11 days since it is not practical to track exact hour of admission for each animal)
- Provide adequate food and water; adequate space based on species, sex, age, and size; and adequate exercise
- Provide shelter that is adequately sanitized and maintained according to State Vet regulations
- Provide proper care, transportation, and medical treatment to prevent suffering and disease transmission

¹ §3.2-6546 of the Code of Virginia

Pound Services - continued

- Shelter animals on court-ordered hold, for periods sometimes exceeding 30 days; participate in assessing the condition of abused or neglected animals and in providing evidence and testimony in court cases
- Make reasonable efforts to identify stray animals and to locate their owners
- Provide reasonable hours open to the public during weekdays and weekends
- Maintain written records on animals received and cared for at the FSPCA shelter
- Adopt to new owners any unclaimed animals, as appropriate

Estimated Costs to Provide Pound Services

According to the International City/County Management Association (ICMA) in 2001:

“The average cost of a local government providing animal care and control services [10 years ago was] approximately

\$4 to \$7 per capita

with the costs of sheltering services estimated to be around two-thirds² of the total cost.”

² Two-thirds of \$4 to \$7 = **\$2.68 to \$4.69 per capita**

FSPCA Compensation History

Only in the past 2 years has the FSPCA's compensation for pound services from the County reached the lower level of the cost range as estimated by the ICMA.³ Previous pound contracts have been based on inaccurate estimates of future costs and have required the FSPCA to use non-profit monies to subsidize actual pound costs.

Note that euthanasia rate does not correlate with funding.

Calendar Year	Total Animal Intakes	\$ from County	Euthanasia Rate	\$ per Animal	\$ per Capita
2010	807	\$77,934	8.5%	\$96.57	\$3.03
2009	852	\$73,800	19.2%	\$86.62	\$2.87
2008	1,066	\$60,000	22.7%	\$56.29	\$2.35
2007	1,031	\$48,000	14.5%	\$46.56	\$1.90
2006	970	\$48,000	18.4%	\$49.48	\$1.94
2005	779	\$36,000	7.6%	\$46.21	\$1.47
2004	851	\$24,000	4.9%	\$28.20	\$1.02

³ The Fluvanna SPCA has been providing pound services to the County since at least 1999.

Shelter Compensation Comparison - 2010

The FSPCA receives less funding for pound services per capita than several other nearby localities.

Note that euthanasia rate does not correlate with funding.

Locality	Total Animal Intakes	\$\$ from Locality	% of Budget From Locality	Euthanasia Rate	\$ per Animal	\$ per Capita
Madison	628	⁴ \$146,687	100%	44%	\$233.58	\$11.02
Orange	1,803	\$310,612	79%	19%	\$172.28	\$9.28
Culpeper	⁵ 1,433	⁴ \$334,596	100%	14%	\$233.49	\$7.17
Louisa	1,804	\$237,564	100%	50%	\$131.69	\$7.17
Cville/Alb	-----	-----	-----	8.3%	-----	⁵ \$5.00
Buckingham	754	⁴ \$72,891	100%	92%	\$96.67	\$4.25
Fluvanna	807	\$77,934	38%	8.5%	\$96.57	\$3.03

⁴ \$82,230.50 subtracted from Madison budget, \$221,530 subtracted from Culpeper budget, and \$35,187 subtracted from Buckingham budget to account for enforcement costs since ACO and pound services are combined

⁵ Culpeper animal counts from 2009; Cville/Alb per capita rate from 2011

Proposed Compensation – 2011-2012

Many years of underfunded pound services and increasingly stringent State Vet regulations have left the FSPCA in a position where there are several facility deficiencies that have been repeatedly cited by the State Vet. Our request for \$25,000 in capital compensation during the 2011-2012 year would cover the immediate repairs needed to avoid \$1,000 per day in fines from the State Vet. The State Vet’s office has informed us that it intends to impose fines if these deficiencies are not remediated.

The FSPCA has not requested an increase to the monthly fee of \$6,600 during the 2011-2012 year.

2011-2012 Compensation Calculation	Approx. Monthly Amount	Approx. Annual Amount
Monthly fee at the current amount of \$6,600 • plus court-ordered hold boarding • plus capital compensation (\$25,000)	\$6,600.00 +board/capital	\$104,200 +board

Contract Year	Annual Animal Intakes (5-yr-avg)	\$ from County	\$ per Animal	\$ per Capita
2011-2012	945	\$104,200	\$110.26	\$4.06

Proposed Compensation – 2012-2013

The FSPCA has requested that the monthly fee be increased to \$8,563.67 during the second contract year and the capital compensation amount reduced to \$15,000. The monthly fee will now include compensation for court-ordered hold boarding expenses.

2012-2013 Compensation Calculation	Approx. Monthly Amount	Approx. Annual Amount
Monthly fee of \$8,563.67 • plus capital compensation (\$15,000)	\$8,563.67 +capital	\$117,764

Contract Year	Annual Animal Intakes (5-yr-avg)	\$ from County	\$ per Animal	\$ per Capita
2012-2013	945	\$117,764	\$124.62	\$4.58

Proposed Compensation – 2013-2014

The FSPCA has requested that the monthly fee be increased to \$10,704.58 during the third contract year. The monthly fee will now include compensation for court-ordered hold boarding and capital expenses to meet State Vet regulations.

2013-2014 Compensation Calculation	Approx. Monthly Amount	Approx. Annual Amount
Monthly fee of \$10,704.58	\$10,704.58	\$128,455

Contract Year	Annual Animal Intakes (5-yr-avg)	\$ from County	\$ per Animal	\$ per Capita
2013-2014	945	\$128,455	\$135.93	\$5.00

Closing

- The FSPCA is not asking for the County to fund a no-kill mission.
- The FSPCA is not asking for a 44% “raise” but rather an adjustment that aligns our compensation at a level closer to actual costs for providing pound services—a level still well below many other Virginia localities.
- The FSPCA wishes to provide Fluvanna with affordable, quality pound services to meet the County’s legal obligations and the public’s expectation for a humane animal shelter.

MOTION: Mr. Chairman, I move that the County become part of the Fluvanna County School's contract with Gateway Health Alliance to provide services for a self insured Health Insurance Plan effective October 1, 2011 through September 30, 2012. I further move the authorization of a Health Insurance Fund which will be used to hold contributions until needed to pay claims. I further move to transfer the \$75,000 budgeted in Non-Departmental for FY 2012 Health Insurance rate increase to the Health Insurance Fund.

AGENDA

BOARD OF SUPERVISORS

AUGUST 3, 2011

SUBJECT: Health Insurance

RECOMMENDATION: Staff recommends approval.

ISSUE: Health Insurance for County and Department of Social Services employees.

TIMING: Routine

LEGISLATIVE HISTORY: The County's health insurance costs have been rising steadily: 10/1/2006 2% rate increase, 10/1/2007 4.5% rate increase, 10/1/2008 5.2% rate decrease, 10/1/2009 9.2% rate increase, 10/12/2011 9.05% rate increase, 10/1/2011 proposed 19% rate increase.

FISCAL IMPLICATIONS: \$75,000 was budgeted in FY 2012 for an expected health insurance premium increase. The proposed group health program premium increase is projected to be approximately 1% higher than the current rates depending on program enrollment.

DISCUSSION: Fluvanna County and Social Services employees are part of the Fluvanna County Schools Health Insurance plan. Southern Health has been the plan's insurance carrier for the past ten years. Southern Health asked for a 19% rate increase to renew insurance coverage for the October 1, 2011 contract year. The rate increase is being attributed to utilization. The Health Insurance plan was put out to bid for the second year in a row. This year the RFP asked for quotes to provide a self-insured plan in lieu of an insured plan, anticipating that the option would allow better management of the County's health care costs. As a result fourteen quotes were received from nine companies. On July 13, 2011 the Fluvanna County School Board voted to contract with Gateway Health Alliance to provide a self-insured Health Insurance Plan. Under this arrangement there will be no plan design changes (benefits will remain the same) with no increase in employee premiums.

Staff: Barbara M. Wall-Magee, Human Resources Manager

Copy: Constitutional Officers

Attachment: Information on Self-Insurance

For County Administrator's Use Only:

Comments:

County Administrator's Signature

Self Insurance

One of the largest expenses for local government and school divisions is health care. Nationwide, as well as in Virginia, there is a trend toward self-insurance which is an option that can provide the opportunity to gain control on how insurance premiums are spent while maintaining the company health plan reserves for investment.

Self insured (aka self funded) health care is an arrangement whereby an employer provides health benefits to employees with its own funds. This is different from fully insured plans where the employer contracts with an insurance company to cover the employees and dependents. In a self insured health care plan, the employer assumes the direct risk for payment of the claims for benefits. The terms of eligibility and coverage are set forth in a plan document which includes provisions similar to those found in a typical group health insurance policy. Under a traditional insurance model, at the end of the year the insurance company retains excess reserves and capital in the form of profits. In a self insured model the employer retains the excess reserves. This is where the savings come in.

In self funded plans, the employer takes on the financial risk of funding their health plan from its assets and becomes responsible for managing and administering the benefit plan.

Typically a self insured employer will set up a special fund to earmark money (organization and employee contributions) to pay incurred claims.

Most employers seek to mitigate the financial risk of self funding claims by purchasing **stop loss insurance** from an insurance carrier. These policies provide for risk limitations both on a specific claim and aggregate claims basis.

While some large employers self-administer their self insured group health plan, most find it necessary to contract with a third party for assistance with processes such as claims adjudication and payment. Gateway Health Alliance has been retained by Fluvanna County Schools as its third party administrator. Fluvanna County will pay Gateway Health Alliance to perform the functions currently performed by Southern Health under our fully insured arrangement such as:

- Administer the health plan;
- Adjudicate claims;
- Build and maintain a network of doctors, hospitals and other health care providers;
- Provide accounting statements and usage reports each month;
- Manage pre authorizations;
- Perform case management;
- Provide a prescription benefit manager;
- Provide a discount vision plan; and
- Provide a wellness program with the goal of preventing high dollar claims by identifying health risk conditions early.

The main difference is that with Gateway we will have more significant control over the plan's administration and funding levels (cash flow) with the ability to retain excess reserves to build a fund for high claim years.



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: Jay Scudder, County Administrator
SUBJECT: SPCA Contract
DATE: July 25, 2011

Attached is a revised contract proposal submitted by the Fluvanna County SPCA. This contract represents a three year time frame, which has been the traditional contract period the County has entered into with the SPCA for Pound Services. The new contract proposed by the SPCA includes increased cost to the County. The current contract is based on a per- capita rate of \$3.03, this amounts to a monthly contract of \$6,600 per month. The contract includes additional daily charges of \$6 per animal for each day for court ordered holds. In the current fiscal year court order holds resulted in approximately \$10,000 in additional cost which was unique compared to prior years.

The new SPCA contract proposes to maintain the current monthly pound service fee, per capita of \$3.03, at \$6,600 for FY11- FY12 and requests an additional CIP improvement to meet potential state veterinary requirements at a cost of \$25,000. In the following year FY12-FY13 the per capita fee increases to \$4. The contract does not specify the determined per capita population or where it is derived for the basis of the monthly fee increase. Currently, the US Census identifies the population of Fluvanna County at 25,691; yearly provisional estimates could result in monthly fee increases. Based on the fee increase of \$4 the monthly cost would be \$8,564 with an additional potential state veterinary improvement CIP cost of \$15,000. In the third contract year the per-capita cost increases to a basis of \$5 to monthly cost of \$10,705.

Fluvanna County has a long standing partnership with the FSPCA. In years prior to the 2000 agreement the County operated its own Pound and the FSPCA contracted the care

of the animals held there. Over the years the new contract was revised to accommodate the level of service provide by the FSPCA. I have attached a sheet with this information that reflects the annual costs since 2003.

Throughout Virginia there are many positive examples of cooperative agreements between animal care organizations and localities for Pound services. The costs of these arrangements are as varied as the differences in the cooperative agreements. One regional partnership serving a population of 45,000 has a cost of \$66,000 per year. The current partnership the County operates under provides a high level of service to the community and the animals it serves. I recommend continuing the partnership with the FSPCA within the current levels of funding due to overall budget constraints. I am hopeful we can maintain an arrangement that is beneficial to both parties and the community.

FLUVANNA SPCA

Supporting Pawsitive Pet Partnership Since 1989



July 5, 2011

Mr. William P. "Jay" Scudder, Jr.
County Administrator
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963
Via Email: jscudder@co.fluvanna.va.us

RE: Contract Negotiation for Provision of Pound Services

Dear Mr. Scudder,

On behalf of the Fluvanna SPCA (the "FSPCA"), I have enclosed a draft of our proposed contract along with documents supporting the FSPCA's request for additional compensation from the County of Fluvanna (the "County") for the provision of pound services (see attachments). The mission of the FSPCA, a nonprofit organization, is to rescue homeless pets from neglect, abuse, and abandonment and to place them in good, loving homes. The FSPCA currently provides pound services to the County under a contract dated as of 7/1/2008 and a contract extension dated as of 7/1/2011 (collectively referred to as the "Contract"), with payments thereunder based on previously estimated animal intake counts and estimated lengths of stay per state mandated hold periods. We respectfully submit that the existing contract does not adequately take into account all the costs for providing pound services.

It is our opinion that the Contract is outdated and does not account for many expenses, including capital expenses, necessary for the FSPCA to properly perform the legal responsibilities of the County to the Fluvanna community. The FSPCA performs such responsibilities on behalf of the County as specified under Virginia law as follows¹:

- Shelter stray animals for a holding period of five to ten days (the FSPCA holds animals for six to eleven days since it is not practical to track exact hour of admission for each animal);
- Provide adequate food and water; adequate space based on species, sex, age, and size; adequate exercise;
- Provide shelter that is adequately sanitized and maintained according to State Vet regulations;
- Provide proper care, transportation, and medical treatment to prevent suffering and disease transmission;
- Shelter animals on court-ordered hold, for periods often exceeding thirty days and sometimes for a few months; participate in assessing the condition of abused or neglected animals and in providing evidence and testimony in court cases;
- Make reasonable efforts to identify stray animals and to locate their owners;
- Provide reasonable hours open to the public during weekdays and weekends;
- Maintain written records on animals received and cared for at the FSPCA shelter; and
- Adopt to new owners any unclaimed animals, as appropriate.

Ten years ago, the International City/County Management Association (the "ICMA") estimated that the average cost of a local government providing animal care and control services is approximately \$4 to \$7 per capita, with the costs of sheltering services estimated to be around two-thirds of the total cost. To our knowledge, a more recent estimate has not been published¹. From 2004 to 2007, the FSPCA received

¹ *Animal Control Management, A Guide for Local Governments*, International City/County Management Association (2001), pg. 7.

compensation from the County equivalent to \$1.02 to \$1.90 per capita, with no funding for capital projects to maintain the FSPCA facility according to State Vet regulations. From 2008 to 2009, the FSPCA received compensation equivalent to \$2.35 to \$2.87 per capita, still with no funding for capital projects.

With the current compensation rate equivalent to \$3.03 per capita, the FSPCA's compensation from the County is still significantly lower than that of several surrounding localities. While over 90% of the FSPCA's animal intakes result from the provision of pound services, less than 40% of the FSPCA's operating costs are covered by the County's compensation. With never having received compensation for maintaining the FSPCA facility according to State Vet regulations—regulations the FSPCA would not be subject to if it were operating as a private animal rescue organization and not as the County pound—the FSPCA has struggled to keep up with repairs necessary to maintain compliance, hence accruing several repeated citations for violations (specifically regarding the condition of floors and isolation space) and threats of impending fines that would be levied upon the County by the State Vet.

The FSPCA realizes that the County is experiencing extraordinary budget constraints as we, too, are facing similar substantial budget constraints. Keeping that in mind, the FSPCA proposes that the County maintain the current monthly compensation rate of \$6,600 for the remainder of the 2011-2012 fiscal year, plus any additional fees for court-ordered hold, and an additional capital compensation amount of \$25,000 to account for necessary floor repairs and isolation remodel. The second contract year would increase the monthly compensation rate to \$4 per capita, drop the additional fees previously charged for court-ordered hold, and provide for \$15,000 in capital compensation. The third contract year would increase the monthly compensation rate to \$5 per capita, with no additional fees for court-ordered hold or capital funding, as those costs would then be incorporated into the per capita rate.

The projected \$5 per capita amount would still leave the FSPCA receiving less compensation from its local government than pounds in the other Virginia localities researched, and the percentage of FSPCA operating expenses covered by the County would likely just exceed 50%, still much lower than the actual expenses incurred to take care of and adopt out the pound animals received by the FSPCA. The proposal we submit is one we believe to be fair and reasonable, with benefits to the County, the FSPCA, and the citizens of the Fluvanna community. A high-profile animal neglect case addressed in Fluvanna earlier this year led to an unprecedented outpouring of support and approval from the public of the County's and the FSPCA's handling of animals in need. As outstanding capital improvements are taken care of, the primary focus of County and FSPCA personnel and resources can return to providing the Fluvanna community with the high level of animal sheltering service the public has come to expect.

We wish to continue providing pound services for the County, hope that you understand our concerns, and appreciate your serious consideration of our funding request. We propose a meeting to discuss a new contract with the County.

On behalf of the Fluvanna SPCA and its Board of Directors, I am

Respectfully yours,

Gracie F. Roberson

Gracie F. Roberson
FSPCA Treasurer
give@fspca.org

cc: Mr. Garland Nuckols
via email: gnuckols@co.fluvanna.va.us

AGREEMENT FOR THE PROVISION OF POUND SERVICES

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

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

WHEREAS, the FSPCA operates a facility at 5239 Union Mills Road, in Troy, Virginia (the "Facility"); and

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

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

- I. **New Agreement; Term of Agreement.** This Agreement replaces in its entirety the covenants and agreements between the County and the FSPCA, pursuant to that certain Agreement, dated July 1, 2008, and the extension of that Agreement, dated July 1, 2011, by and between the County and the FSPCA. The term of this Agreement shall be for thirty-five (35) calendar months, commencing as of August 1, 2011; provided, however, that (a) the either party may terminate its obligations under this Agreement by providing at least ninety (90) days prior written notice to the other party of its intention to terminate, and (b) the FSPCA may terminate its obligations under this Agreement to the County at any time for failure of the County to appropriate its Monthly Fee, as described in paragraph 3 hereof.
- II. **Pound Services.** The FSPCA shall provide Pound Services for all Animals (as hereinafter defined) delivered to the Facility by the County's animal control officers (the "ACOs"), including owned Animals surrendered to or impounded by the ACOs, and for all Animals delivered to the Facility by County residents who are not owners of such Animals. For purposes of this Agreement, "Pound Services" shall mean the impoundment and care of Animals delivered to the Facility, as more particularly described in EXHIBIT A, attached hereto and made a part hereof, and "Animals" shall mean dogs and cats that are customarily impounded. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Pound Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal, shall be in the sole reasonable discretion of the FSPCA.
- III. **Compensation for Pound Services.**

In consideration for the provision of Pound Services, the County shall pay to the FSPCA the following amounts:

- A. **Definitions.** For purposes of this Agreement, the following definitions shall apply:
 1. **Agreement Year 1** shall mean that eleven (11) months of the Agreement beginning on August 1, 2011, and ending on June 30, 2012.
 2. **Agreement Year 2** shall mean that year of the Agreement beginning on July 1, 2012, and ending on June 30, 2013.

3. Agreement Year 3 shall mean that year of the Agreement beginning on July 1, 2013, and ending on June 30, 2014.
4. Boarding Fee shall be an amount paid to the FSPCA for boarding of Animals on court-ordered hold for a period longer than the standard hold period required by law. A sum of Fifteen Dollars and No Cents (\$15.00) per day per Animal plus a one-time administration fee of Five Dollars and No Cents (\$5.00) per Animal will be invoiced monthly, when applicable, to the County for any services rendered during the previous month.
5. Capital Contribution shall be an amount paid to the FSPCA for capital improvements necessary to meet Virginia State Veterinarian Regulations and published guidelines.
6. Monthly Fee shall mean (a) for Agreement Year 1, a fee of Six Thousand Six Hundred Dollars and No Cents (\$6600.00); (b) for Agreement Years 2 and 3, an amount equal to the product of (1) the Population and (2) the Per Capita Amount, divided by twelve (12).
7. Per Capita Amount shall mean: (a) for Agreement Year 2 - \$4.00; (b) for Agreement Year 3 - \$5.00.
8. Population shall mean the estimate of the population of Fluvanna County as published by the U.S. Census Bureau (the "USCB") for the calendar year in which the Agreement Year in question begins. Thus, for Agreement Year 2, the USCB population estimate for Fluvanna County for 2012 will be used; for Agreement Year 3, the USCB population estimate for Fluvanna County for 2013 will be used.

B. For Agreement Year One, the County shall pay the FSPCA as follows:

1. Monthly Fee (as defined above);
2. Boarding Fee (as defined above); and
3. Capital Contribution in the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

C. For Agreement Year Two, the County shall pay the FSPCA as follows:

1. Monthly Fee (as defined above); and
2. Capital Contribution in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00).

D. For Agreement Year Three, the County shall pay the FSPCA as follows:

1. Monthly Fee (as defined above).

E. Each Monthly Fee is due and payable on the fifth day of the month, beginning on August 5, 2011, and continuing through June 5, 2014. Payments received after the fifteenth of each month will be assessed a five percent late fee.

F. Each Boarding Fee is due and payable within thirty days of the invoice date. Payments received later than thirty days after the invoice date will be assessed a five percent late fee.

G. Capital Contributions are due and payable on **TO BE DETERMINED (we're open to monthly or quarterly payments here)**

IV. **Responsibilities of the FSPCA.** The FSPCA shall provide Pound Services, as described in EXHIBIT A, and the same may be amended or modified from time to time as agreed to by the parties in writing in accordance with Section XII of this Agreement. In addition, the FSPCA shall (a) establish and maintain books and records relating to the operations of the Facility, in accordance with generally accepted accounting principles; and (b) at any reasonable time(s) and upon reasonable prior request, provide to the County and its authorized agents, access to its books and records so that the County may confirm that the FSPCA is complying with the provisions of this Agreement.

V. **Responsibilities of the County.** The County shall pay the Compensation for Pound Services as provided herein. In addition, the County covenants and agrees to:

- A. Deliver to the Facility, Animals confiscated for "running at large" in the County;
- B. Designate a supervising County official to whom the FSPCA may deliver routine communications, notifications and any other requests;
- C. Deliver to the Facility within ten (10) days of receipt, copies of letters from the State notifying the County of any violations identified during State inspections of the Facility;
- D. Require ACOs to comply with the FSPCA's check-in procedures and all other written, reasonable rules and regulations of the FSPCA, provided that any rules and regulations affecting the provision of Pound Services do not, in the reasonable judgment of the County, impair the provision of Pound Services under this Agreement;
- E. Require ACOs and all other County personnel to comply with applicable law in the handling and delivery of Animals to the Facility;
- F. In the case of owned Animals surrendered to an ACO for disposal, provide an admittance form complying with applicable law, with the owner's signature;
- G. In the case of any dead Animal, provide a written description of the location found and probable cause of death;
- H. In the case of any biting Animal picked up by an ACO, provide, in writing, the owner's name (if known), contact information and any information known to the ACO regarding the circumstances of the bite, and notify the local office of the Virginia Department of Health;
- I. In the case of any Animal with aggressive behavior or any other serious behavioral issue known to or described to an ACO, provide such information, in writing, on the FSPCA admission form;
- J. Permit the FSPCA control, to the extent permitted by law, over all Animals upon delivery by ACOs to the Facility, including decisions regarding euthanasia; provided, however that ACOs may suggest euthanasia by providing reasons for such marking, in writing, contemporaneously with delivery of such Animals;
- K. Provide 48 hrs. advance notice, when practicable, to the FSPCA in cases of a large number of animals confiscated or impounded from one situation (a large number shall be greater than 5 animals);
- L. Handle stray and injured Animal calls in the County, as applicable;
- M. Work collaboratively with the FSCPA to support the practice of trap, spay/neuter, and release programs to control the population of feral cat colonies, and cooperate and collaborate with the FSCPA to handle capture of feral cat colonies in a manner which does not unduly disrupt the FSPCA's operations and space limitations;

- N. Coordinate, with the FSPCA, an alternate impoundment site for Animal intakes that occur during an outbreak at the Facility of a contagious disease, or in the case of a large number of animal seizures, or for all Facility animals during natural disasters or extenuating circumstances that may cause the Facility to be temporarily uninhabitable;
 - O. Allow FSPCA input into the performance evaluations of ACOs;
 - P. Be responsible for the care of all animals seized by ACOs until such animals are relinquished to the care and custody of the FSPCA. For purposes of this Agreement, animals left at the Facility by ACOs after regular Facility hours are not in the care and custody of the FSPCA until the next regularly scheduled opening of the Facility, unless the FSPCA specifically agrees to accept such animal in writing. The County will also be responsible for any emergency medical treatment procured for a seized animal until such time as the FSPCA has care and custody of the animal. The County acknowledges that it does not have the authority to act on behalf of, contract, or bind the FSPCA for payment of veterinary care or other treatment of animals; and
 - Q. Exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the President and/or Director of the FSPCA, or its designated agent.
- VI. **Default.** Failure by the County to pay any installment of the Monthly Fees within fifteen (15) days following the date on which such payment is due, shall constitute a default hereunder as to the County. Failure by the County to cure such payment default, or failure by either the County or the FSPCA to cure any other material breach of this Agreement, within fifteen (15) days following receipt of written notice thereof, may result in immediate termination of this Agreement at the election of the non-defaulting party.
- VII. **Insurance.** The FSPCA shall maintain sufficient insurance to protect itself and the County from any claims that may arise from the operation of the Facility pursuant to this Agreement. Such insurance shall meet or exceed the minimum coverage requirements established by the County, and may be provided by commercial carriers or by self-insurance or by any combination of the two. A certificate from the insurance provider, naming the County as additional insureds, shall be provided to the County upon request.
- VIII. **Indemnification.** The FSPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses or actions made or taken against any of the County Indemnitees based upon, arising from, or incident to the decisions and/or actions of the FSPCA or any of its officers, directors, employees, agents or volunteers in the performance of the obligations of the FSPCA pursuant to this Agreement. For purposes hereof, the "County Indemnitees" shall mean, collectively, the County and its Board of Supervisors, employees, representatives, officials and agents.
- IX. **Assignment.** No party shall assign or transfer all or any part of its right, title or interest in this Agreement, without the prior written consent of the other party.
- X. **Governing Law.** This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
- XI. **Notices.** All notices required to be given under this Agreement shall be delivered, by first-class registered mail, as follows:

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

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

- XII. Complete Agreement; Amendments.** This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the parties hereunder. This Agreement may not be altered, amended or modified except by written instrument executed by duly authorized representatives of the parties.
- XIII. Non-appropriation.** The County's obligation to pay the Monthly Fees, Boarding Fees, and Capital Contributions shall be subject to the annual appropriation of the necessary funds. Notwithstanding anything in this Agreement to the contrary, failure to obtain such appropriation shall result in the automatic termination of this Agreement, at the election of the FSPCA, and the County's obligation to pay any outstanding portion of the Monthly Fees, Boarding Fees, and Capital Contributions accrued through and including the date of termination, if applicable, shall survive such termination. All Animals whose standard or court-ordered hold periods have not expired as of the date of Agreement termination will be returned to the care and control of the County upon the termination date, and the FSPCA shall have no further obligations regarding those animals unless other arrangements are made.

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

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

COUNTY OF FLUVANNA, VIRGINIA
("County")

By: _____
Kristen Minnis
President, Board of Directors

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

Date: _____

Date: _____

Approved as to form:

By: _____
County Attorney

Date: _____

EXHIBIT A

The purpose of this EXHIBIT A is to more particularly describe the pound services ("Pound Services") which are the subject of that certain Agreement for the Provision of Pound Services (the "Agreement"), dated as of _____, 2011, by and between the Fluvanna Society for the Prevention of Cruelty to Animals (the "FSPCA"), and the County of Fluvanna, Virginia (the "County").

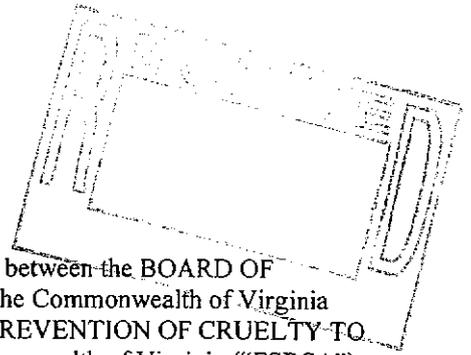
All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Except as otherwise specifically provided in the Agreement, or as required by applicable law, the manner in which Pound Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal, shall be in the sole reasonable discretion of the FSPCA.

Pursuant to the Agreement, the FSPCA shall provide Pound Services as follows in accordance with, and to the extent permitted by, applicable state law, regulations and local ordinances:

1. Impound and care for all dogs and cats ("Animals") delivered to the Facility by the ACOs.
2. Impound and care for Animals delivered to the Facility by County residents who are not the owners of such Animals.
3. Place, hold, euthanize, transfer, or otherwise dispose of impounded Animals.
4. Provide treatment and controlled drugs for euthanasia and other medical purposes.
5. Provide applicable license and documentation as required by applicable law.
6. Maintain and publicize appropriate hours of operation.
7. Maintain accurate written or computerized accounts of all Animals impounded (except where the ACOs are required to maintain such records, as provided in the Agreement).
8. Permit authorized representatives of the County to access FSPCA impoundment records, upon reasonable prior notice.
9. Perform all procedures required by applicable law, including those relating to impounded Animals that have bitten a person.
10. Respond in a timely manner to any violations that are identified, in writing, as a result of State inspections of the Facility.
11. Allow the ACOs to have access to the Facility premises for the purpose of delivering Animals twenty-four (24) hours a day.
12. Properly dispose of euthanized animals.
13. Provide regular maintenance and cleaning of impoundment areas of the Facility, as required by applicable law.
14. Make dog and cat runs or cages available at all times for Animals delivered by the ACOs.
15. Provide reasonable and necessary veterinary treatment and vaccinations to impounded Animals.
16. Notify the local office of the Virginia Department of Health of biting Animals delivered by parties other than ACOs, confine such Animals in accordance with applicable law, and ensure that such Animals are available for inspection by the Virginia Department of Health at the end of the applicable confinement period.
17. Comply with all other requirements for Animal impoundment under applicable law.
18. Exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the Fluvanna County Administrator.

Current
contract



THIS AGREEMENT, made this 1st day of July, 2008, by and between the BOARD OF SUPERVISORS OF FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia ("the County"); and the FLUVANNA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a not-for-profit entity organized under the laws of the Commonwealth of Virginia ("FSPCA").

WITNESSETH:

WHEREAS the County is required by law to cause to be maintained a pound or enclosure for keeping of certain dogs and other animals; and

WHEREAS FSPCA has an interest in providing shelter to abandoned, stray and unwanted animals in the County and has operated the County's animal shelter for such purposes; and

WHEREAS FSPCA is currently operating a shelter facility from which FSPCA operated such pound under contract with the County dated July 2, 2005; and

WHEREAS FSPCA and the County wish to modify the terms of their agreement for the maintenance of a lawful pound;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

(1) FSPCA agrees to maintain a lawful pound for the County ("the shelter") in accordance with Virginia Code Section 3.1-796.96. In so doing, FSPCA may employ volunteers, compensated employees or both, at its discretion and expense. Receiving, showing, feeding, watering and otherwise caring for animals kept at the shelter as well as provisions for adoption and euthanasia of such animals, shall be done in accordance with FSPCA policies; provided that such policies shall at all times be consistent with all applicable law, including, but not limited to, the guidelines issued by the Department of Agriculture and Consumer Services ("the Department"). FSPCA shall be responsible for maintaining the shelter in a lawful manner, including the correction of all reported deficiencies and keeping adequate records as required by law.

(2) The shelter shall accept dogs, cats and any other animals as stated in the special use permit which are required to be confined in accordance with any duly adopted ordinance or other policy of the County, or as determined by the County to be necessary to protect the public health, safety and welfare, including, but not limited to, dogs running at large without the tag required by Virginia Code Section 3.1-796.92 or otherwise required by law to be confined. In addition, FSPCA may accept for shelter such other animals as it may elect to accept. Any animal, which is required or permitted, to be confined at the shelter shall be so confined for a period not less than that required by law. In addition, FSPCA may, in its discretion, retain such animal for a longer period, provided that such additional confinement shall not in derogation of the rights of the rightful owner of such animal.

(3) Following the expiration of the holding period for each such animal as required by law, FSPCA may dispose of such animal in any of the methods provided by law, including, but not limited to, euthanasia, which may be performed in accordance with the regulations of the Department. No animal shall be adopted or otherwise released from the shelter until the rightful owner or other person adopting or otherwise removing such animal from the shelter shall provide proof to FSPCA that such animal has been vaccinated against rabies in accordance with Virginia Code Section 3.1-796.97:1 and has obtained all licenses for such animal required by the Fluvanna County Code.

(4) The County agrees that FSPCA's animal shelter, which is located on State Route 616 (5239 Union Mills Rd.) on property described as parcel (A) 16, Tax Map Section 10, shall be used for

maintenance of the shelter as provided hereinabove. FSPCA shall maintain the said animal shelter in such condition as to ensure that it shall comply with all applicable law, including, but not limited to, the Fluvanna County Code and the regulations of the Department, including all alterations and improvements as may be required by the Department or other lawful authority, from time to time. The County shall have reasonable access to the said animal shelter, including a reasonable number of keys, not to exceed three at any one time, to the access gate and to the facility.

(5) In the event that any animal confined to the shelter as required by law or by County policy shall be in need of emergency veterinary services and the owner of such animal cannot be contacted or is unable or unwilling to provide such services, FSPCA may contract for such services up to \$300. All veterinary services provided to such animals shall be provided by FSPCA. If estimated emergency vet services are above \$300, FSPCA has the discretion to have the animal euthanized by contracted veterinarian provided that such euthanization shall comply with the provisions of Virginia Code Section 3.1-196.96.

(6) The county shall pay to FSPCA for its services a monthly fee of \$6000 for year one, \$6300 for year two and \$6600 for year three of the contract. Payment shall be made monthly, beginning July 1, 2008 and ending June 30, 2011.

(7) The fees set forth hereinabove may be increased by FSPCA effective upon the anniversary of the effective date of this agreement, subject to the approval of the County's board of supervisors.

(8) In the event any court of competent jurisdiction requires the FSPCA to hold a dog or cat for a period greater than 10 days, the FSPCA will have the right to bill the County for a sum of \$6 per day per animal.

(9) FSPCA shall have the right to charge

- (a) A reasonable fee per day for each such animal which is subsequently released to its rightful owner and to recover its actual expenses for the provision of veterinary services, including, but not limited to, the provision of all necessary vaccinations;
- (b) A reasonable fee for adoption of such animal in accordance with Virginia Code Section 3.1-796.96-C., including, but not limited to, the provision of all necessary vaccinations and licenses; and
- (c) A reasonable fee, to be approved by the treasurer, but not to exceed \$1.00 per license in addition to the County fee, for each dog license issued by FSPCA as agent for the treasurer. ~~until such time as the treasurer shall begin collecting dog license fees via mailed statements along with personal property tax bills.~~

(10) FSPCA shall, prior to effective date of this agreement, file with the County certificates or policies of workers' compensation, public liability, automobile liability, (including non-ownership and hired vehicles) and property damage insurance satisfactory to the County and in compliance with the law, and in form and amount sufficient to protect the County. Each certificate of policy shall carry the provision that the insurance shall not terminate, lapse, be canceled or reduced without prior notice by the insurance carrier to the County. All insurance required by this agreement shall be and remain in full force and effect for the entire life of the agreement, **and THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER ALL SUCH INSURANCE CONTRACTS EXCEPT THOSE RELATED TO WORKERS COMPENSATION.** The certificate of insurance shall also provide that the insurance carrier will not invoke the defense of performance of a governmental function by FSPCA in performing this contract.

The Minimum Limits of Liability Coverage shall be as follows:

A. Comprehensive General Liability, including Premises and Operations; and Contractual Liability, for the contract.

Limits: \$1,000,000/2,000,000
(Per occurrence/annual aggregate)

B. Comprehensive Automobile Liability, including all Owned Automobiles; Non-Owned Automobiles; Hired Car Coverage.

Limits: \$500,000/1,000,000
(Per occurrence/annual aggregate)

C. Workers' Compensation, including Employer's Liability

Limits: Statutory
Employer's Liability \$100,000

The County may obtain such insurance, but in no event shall the obtaining of such insurance or any provision hereof be deemed to be a waiver of the County's sovereign immunity.

- (11) The shelter shall be staffed at such times as FSPCA shall determine, subject to the requirement of the special use permit 96:2 and shall be accessible to the public 9:00 a.m. to 3:00 p.m. except for major holidays. *as specified by the FSPCA and the County Administrator.*
- (12) The County shall have the right to inspect the records of the FSPCA providing a 48-hour notice to the shelter manager. It is understood and agreed that, for purposes of this section, FSPCA's records relating to the identity of adopters and donors; FSPCA membership lists; and fund-raising documents shall not be deemed to be records subject to inspection by the County pursuant to this agreement. *aj*
- (13) The County Administrator is hereby designated as the County's representative for the administration of this contract.
- (14) This agreement shall be effective upon execution hereof by letter of the parties and shall remain in effect for a period of three years from such date; provided, however, that the obligations of the County hereunder shall be subject to appropriation by the board of supervisors in each fiscal year of funds sufficient to satisfy the same. In the event that the board of supervisors shall fail to appropriate funds therefore in any fiscal year, this agreement may be terminated by either party at the end of 60 days; provided that in no event shall the County be liable beyond the moneys appropriated therefore by the board of supervisors.

Witness the following signatures.

BOARD OF SUPERVISORS OF FLUVANNA COUNTY

Date: 17 July 2008 BY *Marion M...*

Approved as to form: *Samuel...*
County Attorney

FLUVANNA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Date: 21 July 2008 BY Oliver E. Waters

COUNTY OF FLUVANNA
A/P VENDOR HISTORY REPORT
FLUVANNA SPCA

VENDOR NAME	INVOICE #	DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT	CONTRACT	VARIANCE
000654 FLUVANNA SPCA		1/2/2003 Contract Services	2/19/2003	41992	4,000.00		
000654 FLUVANNA SPCA	FSPCA031303	Professional Service	3/31/2003	42804	2,000.00		
000654 FLUVANNA SPCA	SPCA04242003	Professional Service	5/7/2003	43290	2,000.00		
000654 FLUVANNA SPCA	FSPCA03	Professional Service	6/4/2003	43537	2,000.00		
000654 FLUVANNA SPCA		Jun-03 Professional Service	6/27/2003	43829	2,000.00		
		Total Fiscal Year 2003			12,000.00		
000654 FLUVANNA SPCA	SPCA662003	Professional Service	8/6/2003	44314	441.26		
	654	7/11/2003 Professional Service	8/6/2003	44314	2,000.00		
000654 FLUVANNA SPCA		8/12/2003 Professional Service	9/3/2003	44635	2,000.00		
000654 FLUVANNA SPCA		9/15/2003 Professional Service	9/30/2003	44936	2,000.00		
000654 FLUVANNA SPCA	SPCA 1	Professional Service	11/4/2003	45298	2,000.00		
000654 FLUVANNA SPCA		11/10/2003 Professional Service	12/2/2003	45663	2,000.00		
000654 FLUVANNA SPCA		12/11/2003 Professional Service	1/6/2004	45949	2,000.00		
000654 FLUVANNA SPCA		1/11/2004 Professional Service	1/22/2004	46150	2,000.00		
000654 FLUVANNA SPCA		2/17/2004 Professional Service	3/2/2004	46635	2,000.00		
000654 FLUVANNA SPCA		11042003 Professional Service	3/16/2004	46817	531.08		
000654 FLUVANNA SPCA		3/17/2004 Professional Service	4/6/2004	47022	2,000.00		
000654 FLUVANNA SPCA		4/9/2004 Professional Service	4/20/2004	47248	2,000.00		
000654 FLUVANNA SPCA		5/17/2004 Professional Service	6/15/2004	47990	2,000.00		
		Total Fiscal Year 2004			22,972.34		
000654 FLUVANNA SPCA		6/15/2004 Professional Service	7/7/2004	48371	2,000.00		
000654 FLUVANNA SPCA	AUGUST 24,2004	Contract Services	9/3/2004	20168	2,000.00		
	654	JULY24,2004 Contract Services	9/3/2004	20168	2,000.00		
700865 FLUVANNA SPCA		Sep-04 Professional Service	10/15/2004	20780	2,000.00		
700865 FLUVANNA SPCA	#2 OCTOBER 2004	Professional Service	10/29/2004	20940	2,000.00		
700865 FLUVANNA SPCA	VN70900	Professional Service	12/30/2004	23066	4,000.00		
700865 FLUVANNA SPCA	VN70911	Professional Service	2/10/2005	23541	4,000.00		
700865 FLUVANNA SPCA		Mar-05 Professional Service	3/28/2005	24262	2,000.00		
700865 FLUVANNA SPCA		5/16/2005 Professional Service	5/20/2005	25058	2,000.00		
700865 FLUVANNA SPCA	700865	5/16/2005 Professional Service	5/20/2005	25058	2,000.00		
700865 FLUVANNA SPCA		Jun-05 Professional Service	6/30/2005	25588	2,000.00		
		Total Fiscal Year 2005			26,000.00		
700865 FLUVANNA SPCA	VN70967	Professional Service	7/29/2005	26101	4,000.00		
700865 FLUVANNA SPCA	VN70988	Contribution to FSPC	9/16/2005	26793	4,000.00		
700865 FLUVANNA SPCA	VN70995	Contribution to FSPC	9/22/2005	26918	4,000.00		
700865 FLUVANNA SPCA	VN70999	Contract Services	10/7/2005	27029	732.00		
700865 FLUVANNA SPCA	VN70696	Contribution to FSPC	10/21/2005	27282	4,000.00		
700865 FLUVANNA SPCA	VN70809	Contribution to FSPC	12/9/2005	27982	4,000.00		
700865 FLUVANNA SPCA	VN70829	Contribution to FSPC	1/6/2006	28346	4,000.00		
700865 FLUVANNA SPCA	VN70844	Contribution to FSPC	2/10/2006	28841	4,000.00		
700865 FLUVANNA SPCA	VN70863	Contribution to FSPC	3/3/2006	43	4,000.00		
700865 FLUVANNA SPCA	VN70758	Office Supplies	4/14/2006	509	79.98		
700865 FLUVANNA SPCA	700865	VN70768 Contribution to FSPC	4/14/2006	509	4,000.00		
700865 FLUVANNA SPCA	VN70782	Contribution to FSPC	4/21/2006	690	4,000.00		
700865 FLUVANNA SPCA	MAY 15,2006	Animal Friendly DMV	6/6/2006	1165	662.42		
700865 FLUVANNA SPCA	700865	May-06 Professional Service	6/6/2006	1165	4,000.00		
700865 FLUVANNA SPCA	FCSPA1	Professional Service	6/16/2006	1350	4,000.00		
		Total Fiscal Year 2006			49,474.40	48,000.00	1,474.40
700865 FLUVANNA SPCA		Jul-06 Professional Service	8/4/2006	2258	4,000.00		
700865 FLUVANNA SPCA		Aug-06 Professional Service	9/12/2006	2685	4,000.00		
700865 FLUVANNA SPCA		Sep-06 Contribution to FSPC	10/11/2006	3086	4,000.00		
700865 FLUVANNA SPCA		Oct-06 Contribution to FSPC	11/9/2006	3529	4,000.00		
700865 FLUVANNA SPCA		Dec-06 Contribution to FSPC	12/19/2006	4106	4,000.00		
700865 FLUVANNA SPCA	700865	Nov-06 Contribution to FSPC	12/19/2006	4106	4,000.00		
700865 FLUVANNA SPCA		Jan-07 Contribution to FSPC	2/8/2007	4815	4,000.00		
700865 FLUVANNA SPCA		Feb-07 Contribution to FSPC	3/8/2007	5173	4,000.00		
700865 FLUVANNA SPCA		Mar-07 Contribution to FSPC	3/22/2007	5324	4,000.00		
700865 FLUVANNA SPCA		29-Mar-07 Animal Friendly DMV	4/5/2007	5531	732.62		
700865 FLUVANNA SPCA		Apr-07 Contribution to FSPC	4/19/2007	5697	4,000.00		
700865 FLUVANNA SPCA		May-07 Contribution to FSPC	6/14/2007	6470	4,000.00		
		Total Fiscal Year 2007			44,732.62	48,000.00	(3,267.38)
700865 FLUVANNA SPCA		Jun-07 Contribution to FSPC	7/12/2007	6809	4,000.00		
700865 FLUVANNA SPCA		Jul-07 Contribution to FSPC	7/13/2007	6901	4,000.00		
700865 FLUVANNA SPCA		Aug-07 Contribution to FSPC	8/23/2007	7487	4,000.00		
700865 FLUVANNA SPCA		Sep-07 Contribution to FSPC	10/5/2007	8100	4,000.00		
700865 FLUVANNA SPCA		Oct-07 Contribution to FSPC	11/5/2007	8497	4,000.00		
700865 FLUVANNA SPCA		Nov-07 Contribution to FSPC	11/16/2007	8667	4,000.00		
700865 FLUVANNA SPCA		Dec-07 Contribution to FSPC	1/10/2008	9352	4,000.00		
700865 FLUVANNA SPCA		Jan-08 Contribution to FSPC	1/25/2008	9518	4,000.00		
700865 FLUVANNA SPCA	700865	3.1-796.124 Contribution to FSPC	1/25/2008	9518	1,584.00		
700865 FLUVANNA SPCA		Feb-08 Contribution to FSPC	2/21/2008	9980	4,000.00		
700865 FLUVANNA SPCA	700865	FSPCA1 Contribution to FSPC	2/21/2008	9980	1,116.00		
700865 FLUVANNA SPCA	FSPCA1	03/07 Contribution to FSPC	3/19/2008	10415	1,044.00		
700865 FLUVANNA SPCA		Mar-08 Contribution to FSPC	4/2/2008	10615	4,000.00		
700865 FLUVANNA SPCA		Apr-08 Contribution to FSPC	4/16/2008	10782	4,000.00		
700865 FLUVANNA SPCA	FSPCA1	3/31 Contribution to FSPC	4/30/2008	10989	432.00		
700865 FLUVANNA SPCA		8-May Contribution to FSPC	6/11/2008	11520	4,000.00		

COUNTY OF FLUVANNA
A/P VENDOR HISTORY REPORT
FLUVANNA SPCA

VENDOR NAME	INVOICE #	DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT	CONTRACT	VARIANCE
	700865	8-Jun Contribution to FSFC	6/11/2008	11520	4,000.00		
		Total Fiscal Year 2008			56,176.00	48,000.00	8,176.00
700865 FLUVANNA SPCA		8-Jul Contribution to FSFC	7/24/2008	12061	6,000.00		
700865 FLUVANNA SPCA	08-08 8/1	Contribution to FSFC	8/22/2008	12662	6,000.00		
700865 FLUVANNA SPCA		8-Sep Contribution to FSFC	9/16/2008	12906	6,000.00		
700865 FLUVANNA SPCA		8-Oct Contribution to FSFC	10/17/2008	13302	6,000.00		
700865 FLUVANNA SPCA		8-Nov Contribution to FSFC	11/10/2008	13662	6,000.00		
700865 FLUVANNA SPCA		8-Dec Contribution to FSFC	12/8/2008	14117	6,000.00		
700865 FLUVANNA SPCA		9-Jan Contribution to FSFC	1/15/2009	17251	6,000.00		
700865 FLUVANNA SPCA		9-Feb Contribution to FSFC	2/13/2009	400633	6,000.00		
700865 FLUVANNA SPCA		9-Mar Contribution to FSFC	3/13/2009	400942	6,000.00		
700865 FLUVANNA SPCA		9-Apr Contribution to FSFC	4/10/2009	401295	6,000.00		
700865 FLUVANNA SPCA		May-09 Contribution to FSFC	5/22/2009	401757	6,000.00		
		Total Fiscal Year 2009			66,000.00	72,000.00	(6,000.00)
700865 FLUVANNA SPCA		Jul-09 Contribution to FSFC	7/17/2009	402551	6,300.00		
	700865	Jun-09 Contribution to FSFC	7/17/2009	402551	6,000.00		
700865 FLUVANNA SPCA		Aug-09 Contribution to FSFC	8/13/2009	402976	6,300.00		
700865 FLUVANNA SPCA		9-Sep Contribution to FSFC	9/11/2009	403286	6,300.00		
700865 FLUVANNA SPCA		9-Oct Contribution to FSFC	10/9/2009	403605	6,300.00		
700865 FLUVANNA SPCA		Nov-09 Contribution to FSFC	11/20/2009	404055	6,300.00		
700865 FLUVANNA SPCA		9-Dec Contribution to FSFC	12/18/2009	404442	6,300.00		
700865 FLUVANNA SPCA		10-Jan Contribution to FSFC	1/14/2010	404675	6,300.00		
700865 FLUVANNA SPCA		10-Feb Contribution to FSFC	2/12/2010	404979	6,300.00		
700865 FLUVANNA SPCA		Mar-10 Contribution to FSFC	3/12/2010	405269	6,300.00		
700865 FLUVANNA SPCA	FY2009 03/	Animal Friendly DMV	3/26/2010	405447	668.67		
700865 FLUVANNA SPCA		1-Apr Contribution to FSFC	6/18/2010	406325	420.00		
	700865	2-Apr Contribution to FSFC	6/18/2010	406325	12,600.00		
	700865	3-Apr Contribution to FSFC	6/18/2010	406325	6,300.00		
		Total Fiscal Year 2010			82,688.67	75,600.00	7,088.67
700865 FLUVANNA SPCA		4-Apr Contribution to FSFC	8/2/2010	406906	6,300.00		
700865 FLUVANNA SPCA	9 & 10	Contribution to FSFC	9/10/2010	407338	13,614.00		
700865 FLUVANNA SPCA		10-Oct Contribution to FSFC	10/8/2010	407589	6,600.00		
700865 FLUVANNA SPCA		10-Nov Contribution to FSFC	11/5/2010	407908	6,600.00		
700865 FLUVANNA SPCA	SUP 10-06	Planning-Sign Deposi	12/3/2010	408205	90.00		
700865 FLUVANNA SPCA		10-Dec Contribution to FSFC	12/10/2010	408326	6,600.00		
700865 FLUVANNA SPCA		11-Jan Contribution to FSFC	1/14/2011	408642	6,834.00		
700865 FLUVANNA SPCA		11-Feb Contribution to FSFC	2/10/2011	408958	6,600.00		
			4/8/2011	410156	17,800.00		
			6/30/2011	4282513	16,520.00		
		Total Fiscal Year 2011			87,558.00	79,200.00	8,358.00
		Grand Total Fiscal Years			447,602.03		15,829.69

15,829.69 Add'l money pd over over contract

MOTION: I move to authorize the write-off of 40 accounts for a total of \$17,181.72 from the Fork Union Sanitary District current accounts receivable list as of June 30, 2011.

AGENDA

BOARD OF SUPERVISORS

AUGUST 3, 2011

SUBJECT: Authorization to Write Off Uncollectible Fork Union Sanitary District (FUSD) Water Account Balances

RECOMMENDATION: Staff recommends that the Board of Supervisors approve the write-off of 40 accounts for total of \$17,181.72 from the FUSD current accounts receivable list. At the July 26, 2011, the FUSD Advisory Board endorsed the write-off of these accounts.

TIMING: June 30, 2011

FISCAL IMPLICATIONS: Remove uncollectible water accounts from the balance sheet of the FUSD.

POLICY IMPLICATIONS: None

DISCUSSION: Each month staff in the County's Finance Dept and FUSD manages a list of customers owing money for water service; this is known as accounts receivables. A report is printed of the customers and the balances due by categories of current due, over 30, 60, and 90 days late. Staff uses this report to collect monies due for water services.

Per the County Code Sec. 9-2-6 staff has developed procedures for collecting monies over 30 days late.

Current collection practices are:

1. Water payments are due by the 10th of each month.
2. Delinquent letters are hand deliver to customers on the 45th day for balances over 30 days late.
3. If payments are not received within 15 days of the date of the delinquent letter, then water service are disconnected on the 60th day.

When results are not achieved with these collection efforts, staff resorts to contacting property owners per the County Code Sec. 9-2-7.

Statistical information as June 30, 2011 for the FUSD's accounts receivables.

- 434 active accounts with an amount due or zero balance
- \$60,198 accounts owing money
- 361 active accounts owing a total of \$34,157
- 47 inactive accounts owing a total of \$26,041
- 81% of active total are current

- 11% of active total are 30 days past due
- 6% of active total are 60 days past due
- 2% of active total are 90 days past due

There are 47 inactive accounts that have balances 90 days past due. Staff sent collection letters to property owners and we were able to collect on some. Through numerous hours of researching these accounts for addresses of property owners to send letters, it has been discovered that properties have been sold since the last date of payment deeming the account uncollectible; Chapter 7 Bankruptcy had been filed making balance non collectible; or property owners have passed away and there's no clear ownership or heirs are not responding to letters to collections.

These inactive accounts have been on FUSD account receivables for several years. These accounts have been deemed uncollectible because of there 90 day past due balance and the efforts of staff in researching accounts to collect have been unsuccessful.

Staff is requesting that 40 accounts for total of \$17,181.72 be removed from the current accounts receivable list. This represents 28% in dollar value and 9% in accounts. There are:

- 3 accounts property sold after last date of payment
- 2 accounts Chapter 7 Bankruptcy declared
- 17 accounts greater 10 years past due
- 14 accounts between 5 – 9 years past due
- 4 accounts with a negative balance.
-

Because these accounts are requested to be written off, does not mean that staff will stop efforts to collect. We have seen some of these inactive accounts request service which presents opportunities to collect on the old outstanding balance, however, this is an infrequent occurrence. At the FUSD Advisory Board meeting on 7/26/2011 a subcommittee of two advisory members was set up to take the accounts requesting write-off to research properties and collect the monies.

LEGISLATIVE HISTORY:

Staff: Renee Hoover, Director of Finance

Copy: John Robins, Director of Public Works

Attachments:

.....
For County Administrator's Use Only:

Comments:

Jay Scudder, IV, County Administrator

MOTION: I move Fluvanna County Opt Out of the State Sponsored Program through Resolution: Irrevocable Election Not to Participate in the Line of Duty Act Fund and authorize the County Administrator to enter into an addendum to the Member Agreement with Virginia Association of Counties Group Self Insurance Risk Pool (VACoRP) to allow the County to self-insure and pool liabilities for the Line of Duty Act.

AGENDA

BOARD OF SUPERVISORS

AUGUST 3, 2011

SUBJECT: Line of Duty Funding-Opt Out of State Sponsored Program, Fund through Virginia Association of Counties Group Self Insurance Risk Pool (VACoRP)

RECOMMENDATION: Staff recommends the Board of Supervisors adopted the resolution Opt Out of the State Sponsored Program – Irrevocable Election Not to Participate in Line of Duty Act Fund and fund the Line of Duty Act through the VACoRP.

TIMING: Retroactive to July 1, 2011.

FISCAL IMPLICATIONS: There was \$46,776 appropriated in the FY12 budget. By funding through VACoRP of \$24,457, there would be a savings of \$22,319.

POLICY IMPLICATIONS: Mandatory

DISCUSSION: In 1972 the General Assembly passed the Line of Duty Act (LODA) program, which provided a death benefit for public safety officers killed in the line of duty. The State bore the responsibilities for these payments. Since then, the General Assembly has expanded the population of employees eligible for the benefit and has liberalized the benefits by providing a health insurance component. The increasing costs of the program and the requirement to show the liability for these benefits on the State's balance sheets prompted the General Assembly to renege on its promise to pay for the program and create an unfunded mandate for localities. In 2010, the legislature passed on to local governments the responsibility for funding the LODA benefits for local employees.

Local governments can finance these benefits through contributions to a trust managed by the Virginia Retirement System (VRS), finance them on their own, or through programs outside of VRS, such as one offered through the Virginia Association of Counties (VACO). The FY 2012 County budget allocated \$46,776 for LODA based on the best available information at the time.

Local governments have until June 30, 2012 to make an irrevocable decision about whether to stay in the VRS trust fund or pay the costs some other way. Staff has analyzed the risks and costs associated with the various funding options and believes that opting out of the VRS program prior to July 1, 2011 and financing these liabilities through a guaranteed cost insurance program offered by VACO is the best option.

VRS quoted an estimated cost of \$94,201 for the first year, the rate does not provide funding for future liabilities and the rates are projected to at least triple by 2015. VRS does not provide any claims management in this Trust Fund plan, counties will be bearing a disproportionate share of past liability costs. In addition, VRS has indicated that they will bill non-LODA participating localities for actual claims paid at time of opt out. Cost estimates for known potential claims for FY 2011 and FY 2012 may exceed \$250,000 between the two fiscal years.

Staff also recommends that the Board authorize the County Administrator to enter into an addendum to the Member Agreement for the VACoRP which will allow the County to self-insure and pool liabilities for the LODA. This guaranteed no deductible cost insurance provides for:

- Claims occurring between July 1, 2011 and July 1, 2012;
- Unknown claims occurring between July 1, 2006 and July 1, 2011; and
- Past liabilities of known active claims, including actual claims paid in FY 2011 that will be billed by the State.

Localities are individually rated on their past claims so that the overall rates are more equitable. VACoRP will also provide claims management, risk control, and administrative services. VACoRP is also the County's current workers' compensation carrier, so coordination of claims will be much more efficient. The cost for this insurance plan is approximately \$24,456.

LEGISLATIVE HISTORY: None

Staff: Renee Hoover, Director of Finance

Copy: Barbara Wall-Magee, Human Resources Manager

Attachments: Resolution: Irrevocable Election Not to Participate in Line of Duty Act Fund

For County Administrator's Use Only:

Comments:

Jay Scudder, County Administrator

RESOLUTION

Irrevocable Election Not to Participate in Line of Duty Act Fund

WHEREAS, pursuant to Item 258 of the Appropriations Act, paragraph B, the Virginia General Assembly has established the Line of Duty Act Fund (the "Fund") for the payment of benefits prescribed by and administered under the Line of Duty Act (Va. Code § 9.1-400 et seq.); and

WHEREAS, for purposes of administration of the Fund, a political subdivision with covered employees (including volunteers pursuant to paragraph B2 of Item 258 of the Appropriations Act) may make an irrevocable election on or before July 1, 2012, to be deemed a non-participating employer fully responsible for self-funding all benefits relating to its past and present covered employees under the Line of Duty Act from its own funds; and

WHEREAS, it is the intent of Fluvanna County make this irrevocable election to be a non-participating employer with respect to the Fund;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Fluvanna County hereby elects to be deemed a non-participating employer fully responsible for self-funding all benefits relating to its past and present covered employees under the Line of Duty Act from its own funds; and it is further

RESOLVED that the following entities,

Sheriff's department, together with all its law enforcement personnel.

The Fluvanna County Volunteer Fire Department, Inc., at present consisting of Fork Union Volunteer Fire Company, Kents Store Volunteer Fire Company, Palmyra Volunteer Fire Company; and the Lake Monticello Fire Department;

The Fluvanna Rescue Squad, Inc., at present consisting of Kents Store Rescue Squad, Fork Union Rescue Squad and Palmyra Rescue Squad; and the Lake Monticello Rescue Squad;

All other law enforcement personnel of the county not included in above;

to the best of the knowledge of Fluvanna County, constitute the population of its past and present covered employees under the Line of Duty Act; and it is further

RESOLVED that, as a non-participating employer, Fluvanna County agrees that it will be responsible for, and reimburse the State Comptroller for, all Line of Duty Act benefit payments (relating to existing, pending or prospective claims) approved and made by the State Comptroller on behalf of Fluvanna County on or after July 1, 2010; and it is further

RESOLVED that, as a non-participating employer, Fluvanna County agrees that it will reimburse the State Comptroller an amount representing reasonable costs incurred and associated, directly and indirectly, with the administration, management and investment of the Fund; and it is further

RESOLVED that Fluvanna County shall reimburse the State Comptroller on no more than a monthly basis from documentation provided to it from the State Comptroller.

Adopted in Fluvanna County, Virginia this 3rd day of August, 2011.

John Gooch
Chair of Fluvanna County Board of Supervisors



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
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BOARD OF SUPERVISORS

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STAFF

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

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

July 27, 2011

Jane P. Barry, CPA
Compliance Auditor
Virginia Retirement System
P.O. Box 2500
Richmond, VA 23218

Dear Ms. Berry:

After much deliberation, the Fluvanna County staff has made a recommendation to the Fluvanna Board of Supervisors to opt out of the VRS LODA Fund. As we have discussed, they were prepared to have a special called meeting to act on this item before the July 31, 2011, deadline. As County Administrator, I am confident that the Board will support this recommendation and adopt the attached draft resolution to opt out, at their August 3, 2011, meeting. I am forwarding the draft resolution and this letter of intent, as you requested in your email to Barbara Wall-Magee, of my staff.

Thank you for your assistance in this matter. I am confident that there will be more to come in the future on the LODA funding options and outcome.

Sincerely,

Jay Scudder
County Administrator

MOTION: I move to accept the federal Community Development Block Grant (CDBG) Planning Grant administered by the Department of Housing and Community Development for up to \$25,000 with the understanding that the Columbia Town Council will continue to remain an active partner in the funded project. Further, I move to authorize the County Administrator to execute contracts associated with the grant subject as to form by the County Attorney; and authorize a budget change consisting of a supplemental appropriation of \$25,000 in Fund 202 grant funds and \$3,000 in local funds to revenue and expenditure lines as assigned by the Finance Department.

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: Accept DHCD grant award

TIMING: Routine.

POLICY IMPLICATIONS: The County has been invited to administer the DHCD grants awarded to the Town of Columbia. The County will serve as fiscal agent, assume responsibility for the CDBG Planning Grant, and contract with the Thomas Jefferson Planning District Commission (TJPDC) to provide Program Management. The Columbia Town Council will continue to actively participate in the Planning Grant activities. Under this arrangement, the County will serve as fiscal agent, providing the Town Council with the expertise in fiscal management required of federal grants, a task typically not handled by elected officials. By accepting the invitation, the County will further demonstrate a commitment to assisting the Town of Columbia in their revitalization efforts, a commitment key to existing and future grant funding for Columbia. The TJPDC will continue as Program Manager, conducting the program related work associated with the grant. The Town Council members, other Columbia citizens and local government department and agency representatives will continue to serve on the Management Team convened for the purpose of guiding the direction of the project. The Planning Grant is expected to result in a larger Community Improvement Grant, implementing the plan to benefit residents of Low to Moderate Income (LMI).

Agreeing to administer the CDBG Planning Grant will assist the Town in establishing and implementing necessary agreements, policies, partnerships, and projects to achieve its identified goals. The Town Council is in support of this arrangement. As an elected body with no grant administration staff, they welcome the assistance.

FISCAL IMPLICATIONS: The Town of Columbia will provide the \$3,000 required for construction application expenses. There is no other cost to the County other than minimal time spent by the County Grants Administrator for fiscal oversight and ensuring program compliance. The work of the grant will be completed by contractual services provided by the Thomas Jefferson Planning District Commission.

DISCUSSION: For optimal success to be achieved in the revitalization effort for Columbia, federal grants of one or more million dollars will be required. Demonstrating to grantors that the County and TJPDC have joined with the Town of Columbia as partners to actively seek changes in the community will increase the likelihood of future grant funding success.

LEGISLATIVE HISTORY:

04/10/2010 Planning Grant Preliminary Award – notice to proceed issued by DHCD following submission of application completed by the TJPDC.

07/01/2010 Worked needed in order to demonstrate eligibility for full Planning Grant award completed. A public meeting, two Management Team meetings, preliminary housing assessment, preliminary infrastructure assessment, and neighborhood surveys were facilitated/completed by the TJPDC.

05/2011 Federal authorization received by DHCD to engage contracts.

Staff: Pat Groot, Grants Administrator

Attachments: Sample grant award contract

CONTRACT #: **11-PG-12**
GRANTEE: **County of Fluvanna**

PLANNING GRANT AGREEMENT

This AGREEMENT, entered into as of this **4th day of August, 2011**, by and between the **Virginia Department of Housing and Community Development** hereinafter referred to as "DHCD" and the **County of Fluvanna**, Virginia hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of Virginia to distribute and administer CDBG funds in the form of Planning Grants according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Planning Grant Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for Planning Grant funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a Planning Grant in an amount of the total allowable eligible costs in carrying out the activities included in the scope of work herein described. The initial award is up to \$3,000; additional funding up to a combined maximum total of **\$25,000** is available on a performance basis (see SPECIAL CONDITIONS).
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its Planning Grant.
3. The GRANTEE will commence, carry out and complete the following scope of work (more thoroughly described in the GRANTEE'S Proposal).

PROJECT TITLE: St. James Street Revitalization Project

OUTCOME: Improving the living conditions of eight (8) households, all of which are LMI, in the Town of Columbia's St. James Street Revitalization project area by planning for the provision of acquisition, demolition and permanent relocation assistance.

PRODUCTS:

DESCRIPTION	TOTAL BUDGET	CDBG BUDGET	NON-CDBG BUDGET
Execution of PG Contract	\$3,000	\$3,000	
Procurement of Consultants		\$1,000	
Execution of contracts with grant administrator and appraiser @ \$500 per			
Finish Assessments and Surveys:	\$2,500	\$2,500	
The GRANTEE will finish the assessments and surveys of the project area: Identifying owner-occupied versus investor owner; renter versus Section 8 tenant; amount of rent; identifying non-LMI v LMI household; low LMI v Moderate LMI household; identifying ethnicity; female-headed, elderly and/or disabled households, etc.			
Property Acquisition Plan:	\$5,500	\$5,500	
The plan will take into account both URA and DHCD requirements. CDBG funds may not be used for acquisition so the plan must identify alternative funding sources. It must outline the proposed review appraisal process. It will provide a spreadsheet, which identifies all properties to be acquired, including the name of each property owner, property address, and legal address, on a form to be provided by DHCD.			
Draft @ \$2,000			
Final @ \$4 3,500			
Relocation Plan:	\$5,500	\$5,500	
The plan will take into account both URA and DHCD requirements. It must provide a plan for “one for one” replacement of affordable housing and housing opportunities must be provided within the Town’s boundaries. It must outline how the GRANTEE will oversee the relocation of any Section 8 tenants. It will also provide a spreadsheet, which identifies all households and businesses to be relocated on a form to be provided by DHCD.			
Draft @ \$2,000			
Final @ \$ 3,500			
Property Disposition Plan:	\$4,500	\$4,500	
The plan will take into account both URA and			

DHCD requirements. All housing units purchase in this project must be completely demolished. Demolition participation agreements must be obtained from all households and as many property owners of vacant structures as possible. It will provide a spreadsheet, which identifies all properties to be demolished, including name of each property owner, property address, and legal address, on a form to be provided by DHCD. It will also address potential new uses for the acquired land.			
Draft @ \$1,500			
Final @ \$3,000			
Monthly Progress Reports	\$500	\$500	
The GRANTEE will submit 22 reports @ \$22.72 per from September 2011 to June 2013 on a form to be provided by DHCD.			
Community Improvement Grant Application	\$3,000		\$3,000
If the GRANTEE decides that submitting a Comprehensive Improvement Grant is in the Town's best interest, it will do so by the deadline established in the 2013 Program Design.			
Completion of all Pre-Contract Activities	\$2,500	\$2,500	
Pre-contract activities includes all requested research, documentation, and notification to satisfy the <i>Environmental Review Record and Section 106 requirements</i> associated with the potential or perceived outcomes of investments in the project area will be completed. These activities are to be completed no later than June 30, 2013.			
TOTAL	\$28,000	\$25,000	\$3,000

All thresholds are considered sequential and progression from one to the next depends upon the satisfactory results of each respective threshold. Satisfactory completion of each threshold is contingent upon DHCD concurrence.

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will initiate work on the PRODUCT(S) required by the CONTRACT DOCUMENTS beginning **August 4, 2011** unless grant special condition(s) require additional action on specified PRODUCT(S) before proceeding with that activity(s). In such instances the GRANTEE will initiate action to remove the special condition(s) beginning with the execution of this agreement.

6. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS by the dates identified in the SPECIAL CONDITIONS. If PRODUCTS are not completed by that date, all Planning Grant funding and this Agreement may be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.

7. The term CONTRACT DOCUMENTS means the following documents which are part of this Agreement, and are incorporated by reference herein as if set out in full:
 - A. GRANTEE'S PLANNING GRANT PROPOSAL (including revisions);
 - B. AGREEMENT;
 - C. PLANNING GRANT MANAGEMENT MANUAL;
 - D. GENERAL CONDITIONS;
 - E. SPECIAL CONDITIONS;
 - F. AMENDMENTS;
 - G. ASSURANCES;
 - H. FACILITATED PLANNING STRATEGY; and
 - I. PROGRAM DESIGN, PROPERTY ACQUISITION PLAN, RELOCATION PLAN, AND PROPERTY DISPOSITION PLAN.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this Agreement in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____

Lisa. A. Atkinson, Deputy Director

City of Richmond,
Commonwealth of Virginia

I do certify that Lisa A. Atkinson personally appeared before me and made oath that she is Deputy Director of the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 2011.

Notary Public

Registration Number

COUNTY OF FLUVANNA
COMMONWEALTH OF VIRGINIA

BY: _____ DATE: _____

Jay Scudder, County Administrator

City/County/Town of _____,
Commonwealth of Virginia

I do certify that Jay Scudder personally appeared before me and made oath that he is County Administrator of the County of Fluvanna and that he is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 2011.

Notary Public

Registration Number

SPECIAL CONDITIONS

1. Upon completion of the Facilitated Planning Strategy Session within 60 days of the date of this contract, and upon completion, submission and acceptance of a **written** Planning Strategy, DHCD will release up to \$3,000 (based on a negotiated performance budget) to the GRANTEE. Subsequent payments will be released based solely on completion and delivery of agreed-upon products. Note that Planning Grant funds may NOT be used to fund the development of construction grant applications.
2. A 2013 Community Improvement Grant (CIG) application shall be prepared and submitted by the deadline published in the 2013 Program Design.
3. The following Precontract requirements necessary for a Community Improvement Grant shall be **completed** by **June 30, 2013**: 1) Environmental Review and Request for Release of Funds, including all applicable publications; 2) adoption of a local business and employment plan; 3) adoption of a local nondiscrimination policy; 4) publication of an advertisement soliciting the participation of local businesses and employees and publication of an advertisement soliciting the participation of minority- and female-owned businesses; 5) completion of a handicapped accessibility assessment, and adoption of a “504 Self Assessment and Policy Plan; 6) adoption of a local anti-displacement plan; 7) certification of intent to take a yearly action to affirmatively further fair housing; 8) completion of at least two public hearings; 9) initiation of procurement of an engineer, rehab specialist, or grant administrator, as applicable; 10) completion of a *draft* program design, as applicable; and 11) completion of utility user agreements, as applicable. Your Community Representative **must** be consulted as you move forward with completion of these items.
4. Ten percent (10%) of the total grant shall not be reimbursed unless and until **all** activities, including the CIG application submission and the completion of the CIG precontract requirements, have been completed and satisfactorily reviewed by the deadlines outlined above, *regardless of whether the CIG application is funded*. Please note that this 10% is NOT meant to pay for these activities. Rather, it is contract retainage. Neither Planning Grant nor Construction Grant funds pay for development and submission of a CIG application. Reasonable expenses involved in the completion of precontract requirements may be reimbursed out of a CIG (if the applicant is successful), and with a formally executed approval of those prior-authorized expenses
5. A minimum of \$3,000.00 in leverage funds is committed to this project by the GRANTEE. Sources of these funds are as follows:

Town of Columbia	\$3,000.00
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These funds shall be expended prior to or in proportion to DHCD's Planning Grant funds within the budget, per activity. If additional leverage funds are committed to the project beyond those outlined above, the required leverage will remain at the originally approved amount. Documentation of the expenditure of these funds shall be maintained by the Grantee and reported to DHCD at the time of request for final payment.

6. It must be documented that project area stakeholders are involved in all planning activities and phases of project development.
7. All grant-related work shall occur using a management team concept and representing all stakeholders, including but not limited to neighborhood residents (sparkplugs), the engineer and/or architect, the rehab specialist, the housing program administrator, the grant administrator, the appraiser, the Chief Executive, the Director of Public Works, and the local Planner, as appropriate.
8. No Planning Grant funds shall be obligated until a revised budget is received and approved if applicable.
9. Drawdowns against this contract will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the locality and the Community Representative. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.
10. DHCD reserves the right to end funding at any point beyond the initial investment outlined in number 1 above. DHCD may exercise this right at any time beyond the initial investment should the project prove not to be viable and to be a poor investment of CDBG resources.
11. As part of the planning process, the GRANTEE must consider the demolition of all vacant structures and the relocation of all businesses with the final boundaries of the project area as part of any 2013 CIG application.
12. As part of the planning process, the GRANTEE must re-visit the boundaries of the project area in conjunction with the development of the Property Acquisition, Relocation and Property Disposition Plans and adjust them as necessary in consultation with DHCD.
13. The GRANTEE must set-up a CDBG Special Revenue account to be used solely for the planning grant.
14. The GRANTEE must update the Project Management Plan, including its timeline. The revised document must be resubmitted within thirty (30) days of the contract's execution for DHCD's review and concurrence.

GENERAL CONDITIONS

1. **DEFINITIONS** - Whenever used in the CONTRACT DOCUMENTS the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **PRODUCT** - A Project product constitutes a specific portion of the project, and as such is covered by its own budget account.
 - B. **AMENDMENT** - A formal addition or modification to the CONTRACT DOCUMENTS which has been approved by both parties, and which affects the scope, objectives or completion date of the PROJECT, or which affects the manner in which the PROJECT is to be carried out.
 - C. **APPLICANT** - The entity which made the proposal for Planning Grant funding and accepted responsibility for assuring compliance and performance of all conditions.
 - D. **ASSURANCES** - The Assurances which are attached to this document.
 - E. **PLANNING GRANT** - The funds, the project and activities to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to GRANTEES from Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development.
 - F. **CONTRACT DOCUMENTS** - The legal agreement between DHCD and the GRANTEE including the Agreement, and all documents referenced in paragraph 7 thereof.
 - G. **GRANTEE** - The entity which is the recipient of Planning Grant funds and as such must comply with CONTRACT Documents.
 - H. **PROJECT** - The physical activities undertaken to meet the overall stated outcome for which Planning Grant funding is utilized.
 - I. **WRITTEN NOTICE** - Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.
 - J. **MANUAL** - The Planning Grant Management Manual, which contains required procedures for the management of a CDBG Planning Grant project.

2. **ADMINISTRATIVE PROCEDURES** - The GRANTEE shall deliver all contracted PRODUCTS and administer all grant funds and activities in conformance with the general terms and special conditions set forth where required in DHCD's MANUAL and any WRITTEN NOTICES from DHCD.
3. **ACCOUNTING RECORDS** - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of 24 CFR Part 85, the DHCD MANUAL requirements, and any written instructions from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE.

4. **COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION** - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.
5. **GRANT BUDGET** - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but not such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 12 of these General Conditions.
6. **RECORDS** - The GRANTEE agrees to maintain such complete and accurate books and records pertaining to GRANTEE costs and expenditures associated with undertaking their Contract. Records shall be readily accessible to DHCD, appropriate state and federal agencies and the general public during the course of the project and shall remain intact and accessible for three years thereafter. Except if any litigation, claim, or audit is started before the expiration of the three year period the records shall be retained until such action is resolved.
7. **REPORTS** - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The GRANTEE accepts the responsibility to assure that all grant funded activities shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.
9. **COMMUNICATIONS - WRITTEN NOTICES** shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions. All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **EXCESS GRANTS FUNDS** - At the completion of all Grant activities DHCD shall have the right to recapture any excess grant funds, provided that the GRANTEE has not had DHCD approval on any amendments or reprogramming of the funds.
11. **METHOD OF PAYMENT** - DHCD agrees to pay to the Grantee the amounts specified in number 1 of the Agreement, which shall constitute full and complete funding for the Grantee's work and activities set forth in the proposal. Such sums will be paid on a reimbursement basis for actual costs incurred by the Grantee in accordance with the Project budget and the Special Conditions. Requisitions made to DHCD by the Grantee shall specify that work has been performed in conformance with the activities listed in the Proposal, and the requirements, terms and conditions of this Agreement and that the Grantee is entitled to receive the amount requisitioned under the terms and conditions of this Agreement.
12. **BUDGET REVISIONS/AMENDMENTS** - The GRANTEE shall not obligate, encumber, spend or otherwise utilize Planning Grant funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless:
 - A. The GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions; or
 - B. The activity or purpose is consistent with the objectives and scope of the approved PROJECT and does not entail a budget change between PRODUCTS or between line

items within PRODUCTS exceeding 5% of the total Grant amount cumulatively, including all previous budget changes.

13. **CHANGE ORDERS** – DHCD must approve all change orders on contracts. Any change order, regardless of cost, which results in a change of project scope will be a disallowed cost.

14. **TERMINATION, SUSPENSION, CONDITIONS -**

A. For cause - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the agreement shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

B. For convenience - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- (1) The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- (2) The activities which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S Planning Grant Proposal, or will be completed by the GRANTEE through its own or other resources; and
- (3) The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and
- (4) DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CDBG recipient.

15. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to insure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT's Assurances and Certifications.

16. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. INTEREST OF MEMBER OF AGENCY AND OTHERS

No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

18. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

19. CERTIFICATIONS

The GRANTEE certifies that it will comply with the following: a) Freedom of Information Act; b) Virginia Conflict of Interest Act; c) Virginia Fair Employment Contracting Act; d) Virginia Public Procurement Act.

20. **BENEFICIARIES**

There are no third party beneficiaries of this contract. The provisions contained in these CONTRACT DOCUMENTS represent the entire agreement between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE'S Planning Grant Proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE'S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE'S community or elsewhere as a third-party beneficiary of this contract.

ASSURANCES

The Grantee hereby assures and certifies that:

- A. It possesses legal authority to execute the project.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the project proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the project proposal and to provide such additional information as may be required.
- C. Its chief executive officer or other officer of grantee approved by the Virginia Department of Housing and Community Development:
 - (1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
 - (2) Is authorized and consents on behalf of the grantee and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
- D. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations (24 CFR Part 85), OMB Circular A-133, and OMB Circular A-87, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
- E. It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the grantee, this assurance shall obligate the grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, which provides that no person because of race, color, religion, sex, national origin, age, handicap, or familial status shall be discriminated against in the sale or rental of housing, in the financing of housing or in the provision of brokerage services.
 - (3) Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or part with funds provided under this Grant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to this Grant.
 - (4) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - (5) Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
- F. It will establish safeguards to prohibit employees from using 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 provisions of the Hatch Act which limits the political activity of employees.
- H. It will require buildings or facilities designed with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, in accordance with the Virginia Uniform Statewide Building Code. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

- I. It will comply with Executive Order 11246, as amended by Executive Orders 11247 and 11375, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provides that no persons shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted contracts over \$10,000. Contractors and subcontractors of Federal and federally assisted contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- K. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control, and abatement of water pollution.
- L. It will comply with Section 104 (l) of the Housing and Community Development Act of 1974, as amended, in that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.
- M. It will implement all required actions to ensure compliance with 24 CFR 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities.

 Jay Scudder, County Administrator

Date:_____

MOTION: I move the Board of Supervisors approve the attached budget carryover requests totalling \$138,700. A detailed listing of each request along with a justification for each item and their respective general ledger lines is attached to this motion. If approved this action will reappropriate FY11 remaining budget authority to the FY12 budget.

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: FY11 to FY12 Budget Carryover Requests

RECOMMENDATION: Approval

TIMING: Routine

FISCAL IMPLICATIONS: The following FY12 Budgets will increase:
General Fund - 100 - \$ 16,700 (Registrar \$9,700 and Convenience Ctr \$7,000); Social Services - 105 - \$ 4,000; Capital Improvement Fund - 302 - \$118,000 (Human Services Building)

POLICY IMPLICATIONS: none

DISCUSSION: This request includes the following:
Registrar request to utilize unspent contract services funding for personnel funding for additional elections - \$9,700
Convenience Center request to utilize unspent repair and maintenance funding for lighting equipment - \$7,000
Public Works and Facilities request to utilize unspent utility funding for additional funding for the HVAC, geothermal wells and painting costs for the Human Services building - \$118,000
Social Services request to utilize unspent personnel funds for furniture and fixtures for new space upon completion of renovations of Human Services Building - \$4,000

Per the budget policy this request excludes outstanding operating encumbrances, insurance reimbursements, grants, and existing capital projects. It also does not include the reappropriation of remaining local school funding. Permission to carry those funds forward was given at the April 20, 2011 board meeting at the time of the budget adoption. Final carryover amounts are contingent upon fiscal year closing data.

Staff: Crystal Besecker, Budget Analyst

Copy: Mrs. Gena C. Keller, Joyce Pace, Susan Muir, John Robbins and Garland Nuckols.

Attachments: Detailed carryover requests and justifications submitted by each department with respective general ledger lines impacted; Letter from Mrs. Keller detailing the Schools request.

For County Administrator's Use Only:

Comments:

County Administrator's Signature

**Board of Elections
Carryover Request for FY11 to FY12**

Department	FY11 Org & Object	FY12 Org & Object	Carryover \$	Title of g/l account	Justification: Why should the funds be carried forward? Why was the project was not completed within FY10? If this request is denied, what impact will it have on your department's ability to function efficiently? (MUST ANSWER ALL 3)
Registrar	10017000 403300	10017000 401300	\$9,700	Part-time salaries	<p>The funds will be utilized to support personnel needed in order to meet the additional demands for the upcoming 2011/12 election cycle and redistricting. The Town of Columbia election will be also be included if a change is not made prior to May 2012.</p> <p>The proposed redistricting plan was not received until after SBE deadlines were passed. The June Primary has been moved to August to accommodate redistricting.</p> <p>Without additional personnel/staff there will be further delays in meeting federal, state and local deadlines.</p>
Total Carryover Request			\$ 9,700		

**Convenience Center
Carryover Request FY11 to FY12**

Department	FY11 Org & Object	FY12 Org & Object	Carryover \$	Title of g/l account	Justification: Why should the funds be carried forward? Why was the project was not completed within FY10? If this request is denied, what impact will it have on your department's ability to function efficiently? (MUST ANSWER ALL 3)
Convenience Ctr.	10043500 403100	10043000 403310	\$7,000	Bldg/Equip/Veh Repairs & Maint.	Placement of lights at Convenience Center. The use of landfill money to install lights at the Convenience Center will save rental charges for lights. 1. These funds should be carried forward to illuminate the Convenience Center when we are open at night. 2. This was not completed in FY11 because it was not in the budget for FY11. The use of carryover funds will allow us to complete it. 3. If this is denied we can either close early when it becomes dark or rent lights.
Total Carryover Request			\$ 7,000		

Social Services Carryover Request for FY11 to FY12

Department	FY11 Org & Object	FY12 Org & Object	Carryover \$	Title of g/l account	Justification: Why should the funds be carried forward? Why was the project not completed within FY11? If this request is denied, what impact will it have on your department's ability to function efficiently? (MUST ANSWER ALL 3)
1 Social Services	10553000-401100	10553000-408102	\$4,000	Furniture & Fixtures	<p><u>Carysbrook Renovation:</u> To work in conjunction with Public Works to complete the project and enhance available funding to include:</p> <ul style="list-style-type: none"> • Furnishing and refurbishing office fixtures & interior work <p>Funds were not requested or budgeted for FY11 or FY12 because the renovation was not approved until March 2, 2011.</p> <p>If unfunded, staff will be working with inadequate equipment impacting ability to provide effective services meeting mandated timelines.</p> <p>Completion of the project will improved efficient work flow through utilizing appropriate equipment and fixtures within old and new office space.</p>
Total Carryover Request			\$ 4,000		

**Capital Improvement Fund (General Services and Social Services)
Carryover Request FY11 to FY12**

Department	FY11 Org & Object	FY12 Org & Object	Carryover \$	Title of g/l account	Justification: Why should the funds be carried forward? Why was the project not completed within FY10? If this request is denied, what impact will it have on your department's ability to function efficiently? (MUST ANSWER ALL 3)
1 General Svcs	10042000 403320	30200000 403300 HUMAN	\$27,000	Contract Services HUMAN Svc Bldg/CIP	Addition of geothermal wells and lines to the Carysbrook project. The current remodel project only included the first floor and had only wells to cover this floor. The use of this money to add geothermal wells to cover the second floor of HVAC system would be efficient. 1. The funds should be carried forward to complete the geothermal wells for the entire Social Services building. 2. This is an addition to an existing project from FY11 and was not originally scheduled to be completed in FY11. That is why it was not completed in FY11.
2 General Svcs	10042000 405110	30200000 403300 HUMAN	\$27,000	Contract Services HUMAN Svc Bldg/CIP	Continued from above. 3. If denied, we will need to advertise for the installation of geothermal wells for the second floor which will incur costs along with duplicate mobilization costs from the driller. In summary installing them now will save the County money. This is the same justification for this one and above.
3 Social Services	10553000-401100	30200000 403300 HUMAN	\$56,000	Contract Services HUMAN Svc Bldg/CIP	<u>Carysbrook Renovation:</u> To work in conjunction with Public Works to complete the project and enhance available funding to include: <ul style="list-style-type: none"> • HVAC - Expand the aged and struggling HVAC for the second floor. <p>Funds were not requested or budgeted for FY11 or FY12 because the renovation was not approved until March 2, 2011.</p> <p>Interruption of effective work processes due to break downs and repair needs.</p> <p>Completion of the project will improve efficient work flow within old and new office spaces having consistent heating and cooling which doesn't interrupt the work process and offset current maintenance cost, as it currently can do.</p> <p>Funds were not requested or budgeted for FY11 or FY12 because the renovation was not approved until March 2, 2011.</p>
4 Social Services	10553000-401100	30200000 403300 HUMAN	\$8,000	Contract Services HUMAN Svc Bldg/CIP	<u>Carysbrook Renovation:</u> To work in conjunction with Public Works to complete the project and enhance available funding to include: <ul style="list-style-type: none"> • Paint <p>Paint exterior windows for maintenance (both floors) as they are showing signs of rot and degradation. Paint the second floor interior for the first time in approximately 14 years.</p> <p>Investment in maintenance of the historic building enhances county owned real estate.</p>
Total Carryover Request			\$ 118,000		

MOTION: I move to appoint/reappoint _____ and _____ to the Economic Development Authority (EDA), with terms to begin September 1, 2011, and to terminate on August 31, 2015.

AGENDA BOARD OF SUPERVISORS DATE: August 3, 2011

SUBJECT: Appointment to Economic Development Authority (EDA).

RECOMMENDATION: Approval

TIMING: Normal

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

DISCUSSION: There are two term expiring on August 31, 2011, that of Richard Van Nierop and Stephen Scott, who both wish to be reappointed.

Applicants who have shown an interest in this appointment are:

Richard Van Nierop, current EDA
Steven Scott, current EDA
Tom Barnes, currently on the Agricultural/Forestral Advisory Committee
Tammy Grigg, currently on the EDC
William Grigg
Shelley Murphy, currently serving on the EDC
Catherine Palmer, currently on the EDC and JAUNT Board
Curtis Putnam
Harvey Sorum
Robert Trumbull
Michael Williams

LEGISLATIVE HISTORY: None

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

Copy: Scott Marshall, Chairman, Economic Development Authority

Enclosure: Boards and Commissions Applications

County Administrator's Use Only

Jay Scudder, County Administrator

Interest in Economic Development Authority (formerly ID

Rivanna

Last Name Barnes **First Name** Tom **Date Recieved** 10/1/2008
Mailing Address 8 Colonial Road **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 589-8473 **Work Phone** 4348725066 **Cell Phone/Other** (434) 509-5441
Fax **Email Address** tombarnes813@comcast.net
Physical Address Same **City** **State** **Postal Code**

Education and Experience:

BS Biology, Glenville State College, Assoc. Forest Technology, 23yrs in insurance industry

Civic Activities and Committee Memberships:

Supervisor Committee of State Farm Federal Credit Union, United Way Campaign Chair; Member of Central VA Chapter of CPCU, Society of SCLA, Lake Christian Church

Interest in Committee:

I have always been involved in the communities where I have lived. This will also allow me to increase my knowledge along w/volunteering.

Comments:

Interest in Economic Development Authority (formerly ID

Fork Union

Last Name Grigg **First Name** Tammy **Date Recieved** 4/24/2009
Mailing Address 1837 Central Plain Road **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 589-5558 **Work Phone** 4345893262 **Cell Phone/Other**
Fax **Email Address** grigg9111@earthlink.net
Physical Address **City** **State** **Postal Code**

Education and Experience:

B.S. Old Dominion University; Admin. Asst. Fluvanna Chamber

Civic Activities and Committee Memberships:

1st Women President Fluvanna Ruritan Club Foundation for Education, Leadership Program; Ruritan Club, CERT

Interest in Committee:

To bring my experience from the Chamber to help move the county forward

Comments:

Interest in Economic Development Authority (formerly ID

Fork Union

Last Name Grigg **First Name** William **Date Recieved** 4/24/2009
Mailing Address 1837 Central Plains Road **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 589-5558 **Work Phone** **Cell Phone/Other**
Fax **Email Address** grigg9111@earthlink.net
Physical Address **City** **State** **Postal Code**

Education and Experience:

President of ECIS, ACI, ASCE, VRMCA

Civic Activities and Committee Memberships:

Ruritan Club, Board at Holiday Lake, Emery & Henry College; Fork Union Baptist Church, Fluvanna Ruritan Club

Interest in Committee:

To bring knowledge about business to help the county succeed. To give insight from my experience

Comments:

Interest in Economic Development Authority (formerly ID

Rivanna

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:

Master's; Organizational Mangement, Unviersity of Phoenix; Affordable Housing, Real Estate, Econ Development, Aging/Seniors, Nonprofit Community based org's Social Services & Planning, Education Youth

Civic Activities and Committee Memberships:

Albemarle Co. School Board/Charter School

Interest in Committee:

To become involved in my community

Comments:

Interest in Economic Development Authority (formerly ID

Palmyra

Last Name Palmer **First Name** Catherine **Date Recieved** 7/12/2010
Mailing Address 1997 Troy Road **City** Troy **State** VA **Postal Code** 22974-
Home Phone (434) 589-8596 **Work Phone** **Cell Phone/Other**
Fax **Email Address** herbcatt12@embarqmail.com
Physical Address **City** **State** **Postal Code**

Education and Experience:

High School; 28 years in business office for telephone company

Civic Activities and Committee Memberships:

Leadership Development Class and committee and Ruritans; Three Chopt Community Center Association

Interest in Committee:

I am now retired and have time to devote to doing whatever I can to make Fluvanna a better and more prosperous county. I enjoy working with others and meeting new people.

Comments:

Interest in Economic Development Authority (formerly ID

Columbia

Last Name Putnam **First Name** Curtis **Date Recieved** 6/1/2007
Mailing Address 16408 James Madison Hwy. **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 589-2136 **Work Phone** 4345911925 **Cell Phone/Other**
Fax **Email Address** curtisputnam@hotmail.com
Physical Address 15408 James Madison Hwy. **City** Palmyra **State** VA **Postal Code** 22963

Education and Experience:

BS in Sociology - Minor in Chemistry, Teaching from Western Michigan University, 1974. Experience & professional expertise in retail sales and marketing, teaching and small business owner (ceramics)

Civic Activities and Committee Memberships:

Board member - Missouri Mental Health Consumer Network. Past membership in Kiwanis. I attend Seays Chapel and am a graduate of Fluvanna Leadership Development Program of 2007.

Interest in Committee:

I wish to serve the County which has nurtured me, and contribute my voice to the future of Fluvanna.

Comments: County Employee

Interest in Economic Development Authority (formerly ID

Fork Union

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:

B.S. University of Wisconsin; Chairman of President Regan's first global technology transfer with Soviet Union. Consultative Council, National Institute of Building Sciences, NIBS; Forum Chairman, NIBS, Metric Symposium

Civic Activities and Committee Memberships:

Scottsville United Methodist - Lay Preacher

Interest in Committee:

Take Part in growth of Fluvanna County

Comments:

Interest in Economic Development Authority (formerly ID

Fork Union

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:

B.S. & MS degrees; Virginia Commonwealth University; plus additional coursework @ Longwood and UVA; Organizational and financial background based on experience as a teacher, school principal, and school system Finance Director

Civic Activities and Committee Memberships:

Board member and past president Farmville area Habitat for Humanity; Board member Southside Family YMCA; Member and past president of the Virginia Piedmont Chapter of PDK, Farmville Jayees, Virginia Assoc. of School Business Officials and currently a member of the Fluvanna Ruritan Club

Interest in Committee:

While a fairly new resident of Fluvanna County, my ties here go back over 40 yrs. I would consider it an honor to be of service to my new home and my wife's home for the past 4 generations.

Comments: No committees interested in listed

Interest in Economic Development Authority (formerly ID

Rivanna

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, Business Management- University of Rochester; Charter graduate: Fluvanna Leadership Development Program; Design, implementation & management of information systems; business process management; customer support; budget development/mgmt.

Civic Activities and Committee Memberships:

Lake Monticello Owners' Assn: Director (3 yrs), Treasurer (2 yrs), Secretary, Chair of Finance, Contracts, Elections committees; Asst. Secretary for Policy Review (3 yrs); Chair-Rivanna Community Planning Committee. President/Director: Williamson (NY) Flying Club; Asst. Chair-Sts Peter & Paul Church Finance Committee

Interest in Committee:

Desire to help make Fluvanna County a better place to live & work

Comments:

Interest in Economic Development Authority (formerly ID

Fork Union

Last Name Williams **First Name** Michael **Date Recieved** 4/12/2009
Mailing Address P.O. Box 421 **City** Fork Union **State** VA **Postal Code** 23055-
Home Phone (434) 842-9151 **Work Phone** **Cell Phone/Other**
Fax **Email Address** williamm@fuma.org
Physical Address **City** **State** **Postal Code**

Education and Experience:

M.S.; VCU; FUMA - 8 yrs; Univ. of Richmond - 2 yrs.

Civic Activities and Committee Memberships:

Bethel Baptist Church

Interest in Committee:

Children soon to enter Parks & Rec. I see a need here.

Comments:

MOTION: I move to reappoint _____ to the Youth Advisory Council, Board of Supervisors Representative, with a term to begin immediately, and to terminate on July 31, 2013.

AGENDA BOARD OF SUPERVISORS DATE: August 3, 2011

SUBJECT: Appointment to Youth Advisory Council, Board of Supervisors representative.

RECOMMENDATION: Approval

TIMING: Normal

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: None

DISCUSSION: Ms Booker's term expires on July, 31st, 2011 and she would like to be reappointed.

Applicants who have shown an interest in this appointment are:
Mozell Booker, current representative

LEGISLATIVE HISTORY: None

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

Copy: Dr. Jacqueline Meyers, CSA Director

County Administrator's Use Only

Jay Scudder, County Administrator

MOTION: I move that the Board of Supervisors authorize the County Administrator to execute the lease and Memorandum of Lease Agreement (MOL) on behalf of the County, pending approval as to form by the County Attorney's office.

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: Weber City Water Tank Lease and MOL with USCOC of Virginia RSA #3, Inc. (U.S. Cellular)

TIMING: This process follows the legal requirements for leases of real property in the Commonwealth.

POLICY IMPLICATIONS: This action implements the type of lease agreement envisioned in the County's contract with CityScape Consultants, in part, regarding the management of leases for telecommunication facilities on County-owned properties. Further, this action is consistent with the intent of the Telecommunications Master Plan which the Board will formally consider in the near future, along with public comments received during the development of the master plan regarding the desirability of the County using its property for such facilities.

FISCAL IMPLICATIONS: The revenue generated by this agreement will be dedicated to the Fork Union Sanitary District (FUSD) and will result in a net payment of \$16,200 annually for the first year of the lease term, with an annual rent increase of 3% per year for the remainder of the five year initial term and the automatic extensions of four additional five year terms. After the five year initial term, per CityScapes' contract, the cost for lease management services will decrease five percent, thus resulting in an increase in annual revenues.

DISCUSSION: The leasing of County properties for telecommunication facilities, including the Weber City and Omohundro Water tanks, is envisioned in the Telecommunications Master Plan that the Board will consider in September, along with the County's contract with CityScape Consultants to manage such lease agreements on behalf of the County. The leasing of water towers, in particular, is of benefit to the Fork Union Sanitary District (FUSD) better enabling them to pay back existing debt to the County or pay for more capital improvements as necessary and prudent.

This lease agreement presented to the Board of Supervisors has undergone months of rigorous negotiating with the Lessee as to form and content by Staff, the County Attorney's Office, and CityScape consultants. It provides for a competitive monthly revenue stream along with the construction of a platform that will allow another telecommunication facility to be leased on the Weber City Water Tower.

Please contact staff if there are any questions or concerns regarding this proposed action.

Staff: Darren Coffey, Planning Director
John Robins, Public Works Director

- Attachments: A) Memorandum of Lease Agreement (MOL)
B) Water Tower Lease Agreement
C) Site Plan Sketch
D) Survey of Leased Premises (not a boundary survey)

County Administrator's Use Only

Jay Scudder, County Administrator

Weber City Water Tank
MOL USCOC 7-19-11

Tax Map: 51-A-78

Prepared by and
Upon Recording, Return to:

Payne & Hodous, LLP
414 East Jefferson Street
Charlottesville, VA 22902

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of WATER TOWER LEASE AGREEMENT is made this _____ day of _____, 201__, between the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, with a mailing address of 132 Main Street, Palmyra, Virginia 22963, hereinafter collectively referred to as "LESSOR", and **USCOC OF VIRGINIA RSA #3, INC.**, a Virginia corporation with its principal offices at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space, consisting of twelve (12) antenna mount locations ("the Tower Space"), on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 2984 James Madison Highway, Brems Bluff, Virginia 23022, as shown on the Tax Map of the County of Fluvanna as Tax Map Number 51-A-78, and being further described in Deed Book 74, Page 129, as recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia (the entirety of LESSOR's property on which the Tower is located is referred to hereinafter as the "Property"), together with a 42' x 30' area of land within the Property (the "Land Space") for the

installation of LESSEE's equipment building and generator; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day (subject to Paragraph 39 of the Agreement), on foot or motor vehicle, including trucks, along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, James Madison Highway, to the Land Space; and together with the non-exclusive use of any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". The Premises are further depicted on the survey attached hereto as Exhibit "B". In the event any public utility is unable to use the Further Rights of Way, the LESSOR may, in its sole discretion, agree to grant an additional right-of-way(s) either to the LESSEE or to the public utility. LESSOR and LESSEE acknowledge and agree that neither Exhibit "A" nor Exhibit "B" is a boundary survey of the Property and that Exhibits "A" and "B" are intended solely as exhibits for purposes of describing the LESSEE's Premises.

Notwithstanding any other provision of the Agreement, this Memorandum, or any Exhibit attached thereto, LESSOR and LESSEE acknowledge that existing structures on the Property may encroach on the Right of Way and that the Right of Way shall be less than 20' in width as necessary to accommodate such existing structures. LESSOR and LESSEE additionally agree that LESSOR may relocate the Right of Way at any time, at LESSOR's expense.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be on the first day of the next calendar month after the date LESSEE commences construction, but in no event later than September 1, 2011 (such date being the "Commencement Date"). .
4. The terms, covenants and provisions of the Agreement are hereby confirmed and shall extend to and be binding upon the respective heirs, successors, personal representatives and assigns of LESSOR and LESSEE.
5. This Memorandum is not a complete summary of the Agreement. Provisions in this Memorandum shall not be used in interpreting the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed.

**LESSOR:
BOARD OF SUPERVISORS OF FLUVANNA
COUNTY, VIRGINIA**

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF VIRGINIA)
)
COUNTY OF FLUVANNA)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his/her own act and deed on behalf of the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 201__.

Notary Public

My commission expires:
Notary registration number:

SEAL

APPROVED AS TO FORM:

Fluvanna County Attorney

LESSEE:

USCOC of Virginia RSA #3, Inc.,

BY: _____
Name:
Title:

DATE: _____

STATE OF _____)
CITY/COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is the _____ of **USCOC of Virginia RSA #3, Inc.**, and that he, as _____, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** on behalf of **USCOC of Virginia RSA #3, Inc.**

WITNESS my hand and official Notarial Seal, this ____ day of _____, 201__.

Notary Public

My commission expires:
Notary registration number:

SEAL

EXHIBIT A

**DESCRIPTION OF "PREMISES"
SITE DRAWINGS – SHEETS C-3, C-3A, C-4**

EXHIBIT B

SURVEY OF THE PREMISES

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 201__, between the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, with its principal offices at 132 Main Street, Palmyra, Virginia 22963, hereinafter designated LESSOR and **USCOC of Virginia RSA #3, Inc.**, a Virginia corporation with its principal offices at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space, consisting of twelve (12) antenna mount locations ("the Tower Space"), on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 2984 James Madison Highway, Bremono Bluff, Virginia 23022, as shown on the Tax Map of the County of Fluvanna as Tax Map Number 51-A-78, and being further described in Deed Book 74, Page 129, as recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia (the entirety of LESSOR's property on which the Tower is located is referred to hereinafter as the "Property"), together with a 42' x 30' area of land within the Property (the "Land Space") for the installation of LESSEE's equipment building and generator; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day (subject to Paragraph 39), on foot or motor vehicle, including trucks, along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, James Madison Highway, to the Land Space; and together with the non-exclusive use of any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". The Premises are further described on the survey attached hereto as Exhibit "B".

In the event any public utility is unable to use the Further Rights of Way, the LESSOR may, in its sole discretion, agree to grant an additional right-of-way(s) either to the LESSEE or to the public utility.

Notwithstanding any other provision of this Lease or any Exhibit attached hereto, LESSOR and LESSEE acknowledge that existing structures on the Property may encroach on the Right of Way and that the Right of Way shall be less than 20' in width as necessary to accommodate such existing structures. LESSOR and LESSEE additionally agree that LESSOR may relocate the Right of Way at any time, at LESSOR's expense.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto, which shall be maintained by LESSEE at all times in good, safe, and sightly condition;

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase the number of frequencies utilized or the structural loading of said Tower. Additionally, if any such replacement changes the frequencies used by LESSEE, LESSEE agrees to provide written notice to LESSOR of such frequency changes.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to prepare an "as-built" survey of the Property and Premises following installation of LESSEE's equipment, antennas and appurtenances. Upon approval by LESSOR said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total initial annual rental of Twenty-One Thousand and Six-Hundred and NO/100 (\$21,600.00) dollars to be paid in equal monthly installments of Eighteen Hundred and NO/100 (\$1800.00) dollars on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on the first day of the next calendar month after the date LESSEE commences construction, but in no event later than September 1, 2011, (the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Rent shall be payable to LESSOR's designated Site Manager, CityScape Consultants, Inc., at 7050 W Palmetto Park Rd #15-652, Boca Raton, FL 334333. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE the following documentation (the "Rental Documentation"): (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other similar documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance

with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to deliver any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the delivery of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to deliver any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE shall be solely responsible for obtaining any electrical service to the Premises required by LESSEE. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if required by the local utility company servicing the Premises, LESSEE'S electrical service may be provided through LESSOR'S electrical meter, in which event LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall reimburse the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at U.S. Cellular, P.O. Box 31339, Chicago, Illinois 60631-0339. Notwithstanding any other provision of this Agreement, in no event shall LESSOR have any liability or obligation to LESSEE, or be deemed to be in default under this Agreement, as a result of any loss or interruption of electrical service. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property as shown on Exhibits "A" and "B". LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises as shown on Exhibits "A" and "B".

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. RENT INCREASE, EXTENSION RENTALS. The annual rent for each year of each term shall increase three (3%) percent over the annual rent due for the immediately preceding year.

6. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement after the first five year initial term upon the annual anniversary of the Commencement Date provided that (6) months prior notice is given to LESSOR.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the activities or business conducted by LESSOR or LESSEE, respectively, at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of any income taxes applicable to LESSOR in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges applicable to LESSOR owed on the Property and shall do so prior to the imposition of any lien on the Property. Notwithstanding any other provision of this paragraph, LESSEE acknowledges that LESSOR is a tax-exempt public entity and that the Property and any personal property of LESSOR is tax-exempt in the hands of LESSOR. LESSEE shall have the responsibility to pay any taxes owed by LESSEE as a result of this Agreement, including but not limited to real estate taxes. LESSEE shall pay any personal property taxes levied against LESSEE's equipment building, base station equipment, and any other personal property of LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense, to the extent that such cooperation is required as the owner of the Property, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable

dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided such does not increase the number of frequencies used or the tower loading of said Tower, and provided that LESSEE notifies LESSOR of such changes prior to making same. It is understood and agreed that LESSEE intends to obtain after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests, structural analysis, and title examination which will permit LESSEE use of the Premises as set forth above. LESSEE shall promptly apply for and shall diligently pursue the Governmental Approvals, tests, analysis, and examination following execution of this Agreement. LESSOR shall cooperate with LESSEE at LESSEE's expense, to the extent that such cooperation is required as the owner of the Property, in its effort to obtain such approvals and shall take no action inconsistent with the terms of this Agreement which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. Nothing contained in this Agreement shall be deemed to require LESSOR to issue any Governmental Approval. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests, structural analysis, or title examination is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement prior to commencing installation of its equipment or any other work on the Premises or August 5, 2011, whichever is earlier. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR prior to such time in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. All rentals paid to said termination date, if applicable, shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE. LESSEE agrees that at its own cost and expense, it will continuously maintain commercial general liability insurance covering LESSEE's work and operations upon the Property with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured.

LESSOR shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000) as well as all risk property insurance covering all LESSOR fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles.

Nothing contained in this Agreement shall be deemed to be a waiver of sovereign immunity by LESSOR.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INTENTIONALLY OMITTED.

13. ACCESS TO TOWER. Subject to the provisions of paragraph 39, LESSOR agrees the LESSEE shall have free access to the Premises at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. Upon request by LESSOR, LESSEE shall provide LESSOR with a list of the names and contact information of all such persons authorized to enter the Premises, and shall update such list as changes occur.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission (FCC) with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas, transmission lines or platform/corral that will cause corrosion or rust or deterioration of the Tower structure or its

appurtenances. LESSEE agrees that it shall not perform any welding on any portion of the Tower, nor allow any penetration of any part of the Tower, except pursuant to plans and specifications, approved by the LESSOR and prepared by a qualified third party consultant approved by the LESSOR and LESSEE. LESSEE shall be responsible for any costs associated with obtaining such plans and specifications. LESSEE shall not place or store any equipment or materials on the Tower, in the equipment compound or the Property that are not actively in use exclusively for radio communications services as contemplated at this site by this Lease. LESSEE shall place around the perimeter of the ground space portion of the Premises a security fence and landscaping which meets LESSOR's approval.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where such lines enter any user's equipment space.

LESSOR hereby agrees that, if because of LESSEE's operations on the Premises, any laws or regulations of the Federal Aviation Administration ("FAA"), FCC or any other relevant governmental agency or body require or recommend that LESSEE's antennas be lit and/or marked, LESSEE shall install and maintain any required lighting and markings. LESSOR will permit LESSEE access to all portions of the Premises that LESSEE may need in order to check and replace such required or recommended lighting or markings.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of any received structural analysis reports with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of any future structural analysis reports received with respect to the Tower promptly after the receipt of the same.

LESSOR and LESSEE agree that LESSOR may lease space on the Tower to third parties, and that such collocation by third parties may necessitate replacement, expansion or improvements to the platform and corral on the Tower on which LESSEE's equipment will be located. LESSOR and LESSEE agree that any Temporary Relocation necessitated by collocation on the Tower by third parties shall be subject to all of the terms and requirements of this Section Fourteen (14).

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR credits against LESSEE's rent obligation 1/2 of the costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

- c. LESSOR gives LESSEE at least one hundred fifty (150) days written notice prior to requiring LESSEE to relocate, except in exigent circumstances where public health or safety requires Temporary Relocation on shorter notice, in which case LESSOR shall provide notice to LESSEE as soon as it can be determined that Temporary Relocation will be necessary;
- d. LESSEE's use at the Premises is not unreasonably interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties and lessees which are co-locating on the Tower simultaneous with LESSEE. LESSEE acknowledges that Verizon Wireless is co-locating on the Tower simultaneous with LESSEE. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR (except for any public safety equipment of LESSOR) and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such after-installed equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. LESSEE further agrees to install FCC type accepted or approved equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any public safety equipment of LESSOR, either existing or later installed on or adjacent to the Property. In the event of such interference to such public safety equipment, LESSEE shall immediately remedy such interference upon notice from LESSOR utilizing the FCC's "Best Practices Guide".

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to

its original condition, reasonable wear and tear and casualty damage not caused by LESSEE'S activities excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the then existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then LESSEE shall be liable to LESSOR for rent at the rate of one hundred-fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination or the actual damages suffered by LESSOR as a result of such holdover, whichever is greater.

18. INTENTIONALLY OMITTED.

19. INTENTIONALLY OMITTED.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises, subject to the terms of this Agreement.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and that there are no liens or judgments affecting LESSOR's title to the same.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property

is located. Exclusive jurisdiction and venue of any dispute or matters involving litigation between the Parties shall be in the courts of Fluvanna County, Virginia.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. No such sale, assignment or transfer of this Agreement shall release the selling, assigning or transferring LESSEE from the obligations of this Agreement. LESSEE shall not sublet or otherwise allow any third party to occupy any of the Premises without the express written consent of LESSOR, at its sole discretion.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Board of Supervisors of Fluvanna County, Virginia
ATTENTION: County Administrator
P.O. Box 540
132 Main Street
Palmyra, Virginia 22963

LESSEE: USCOC of Virginia RSA #3, Inc.
Attention: Real Estate
8410 West Bryn Mawr, Ave, Suite 700
Chicago, IL 60631
RE: 765338 Fork Union

Notice shall be effective three (3) days following deposit postage prepaid in the U.S. Mail, if sent by certified mail, return receipt requested, or upon actual receipt or refusal as shown on the courier's receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

27. PLATFORM CONSTRUCTION. LESSOR and LESSEE agree and acknowledge that LESSEE shall construct on the Tower a new platform and corral (the "New Platform") capable of accommodating LESSEE's equipment as well as at least one (1) other set of

comparable communications equipment that utilizes the same amount of area as LESSEE's equipment (to include, without limitation, the communications equipment proposed to be installed pursuant to a lease being negotiated between LESSOR and Verizon Wireless for co-location on the Tower (the "Verizon Wireless Lease"). The New Platform will be in addition to the existing platform and corral on the Tower.

The work shall be performed by LESSEE pursuant to plans and specifications (specifying matters including but not limited to materials, cost & budget, methodology, insurance, bonding and timeline) approved by LESSOR. All work performed by LESSEE shall be approved by LESSOR and completed in a good and workmanlike manner, and in accordance with the approved plans and specifications, the provisions of Paragraph 14 of this Lease, and the provisions of Exhibit "D" attached hereto and made a part hereof. The plans and specifications shall be prepared and all materials, insurance, bonding and work provided and performed at LESSEE's cost and expense. LESSEE shall achieve substantial completion of the New Platform by Septmeber 1, 2011, time being of the essence, to permit full installation and operation of LESSEE's equipment together with all equipment to be installed pursuant to the Verizon Wireless Lease on the New Platform on or before October 1st, 2011.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement acceptable in form to LESSOR, which LESSEE shall record with the appropriate recording officer. In the event the Memorandum of this Agreement is executed prior to the Commencement Date, the date set forth in the Memorandum of Lease shall be for recording purposes only and bears no reference to commencement of either the Term or rent payments. In such event, LESSEE and LESSOR shall execute and LESSEE shall thereafter record an amendment to the Memorandum reflecting the Commencement Date and the date on which the initial term expires.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with the ability of LESSOR or any other tenant of the Property to conduct its business on the Property, violates any applicable environmental law, or would increase the cost any fire and extended coverage insurance of Lessor; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall

not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused in whole or in part by the activities of LESSEE at the Premises.

b. Both LESSOR and LESSEE shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability, at each party's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses,

costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law relating to the Tower or Property, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent that such non-compliance results from concerns or conditions caused in whole or in part by the other party; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon by each respective party, except to the extent that such conditions are caused in whole or in part by the other party's activities at Tower or Property. Notwithstanding anything to the contrary contained in this Section, LESSEE shall have no responsibility, duty or obligation hereunder with respect to or by reason of any environmental or industrial hygiene conditions present or located at or on or upon or the Tower or Property (or any part thereof) as of the date of this Lease

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises not the fault of LESSEE that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. In addition, in the event of damage to the Tower or Property by fire or other casualty, if LESSOR determines that the Tower is no longer needed as a water supply facility or that repair or restoration of the Tower or Property is impracticable, LESSOR may, at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days prior written notice to LESSEE. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15)

days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid or unenforceable, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Provided, however, that LESSEE shall at all times, at LESSEE's sole cost and expense, comply with (a) all Laws applicable to LESSEE's use of the Premises; and (b) all building codes requiring modifications to the Tower or Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. COMMUNICATIONS FACILITIES OF LESSOR AND OTHER TENANTS. Lessor may from time to time operate governmental communications facilities, including but not limited to public safety equipment, on the Tower. In addition, Lessor may permit operations on the Tower from time to time by one or more other tenants. Lessee's use of the Tower (including

the platform/corral, if applicable, and the New Platform) and the Land Space shall be non-exclusive of the use of the Tower and the Property by Lessor and/or other tenants, whether commercial or non-commercial, whose use may include but shall not be limited to, attachment of antennas to the Tower at any unoccupied attachment locations not inconsistent with the specifications set forth in Exhibits "A" and "B" hereto, installation of any and all lines, anchors, connections, devices, equipment and line bridge facilities for operation of the antennas and connection to ground equipment, and construction of one or more equipment shelters for use in connection with such antennas and equipment. Lessee's lines, conduits, connections, devices, and equipment between the Tower Space and the Land Space shall be located so as to accommodate the possibility of such operations by the Lessor and one or more other tenants, (including Verizon Wireless) and so as not to unreasonably disturb or prevent such operations. Lessee agrees to cooperate with Lessor in connection with the addition or installation of equipment for other communications facilities on the Tower, including possible temporary relocation or interruption of Lessee's facilities in order to construct a larger platform.

39. WATER SUPPLY FACILITY; PROTECTION OF PUBLIC. LESSEE acknowledges that LESSOR is a political subdivision of the Commonwealth of Virginia and that the Property and Tower are first and foremost a water supply facility serving citizens within the County of Fluvanna and the Fork Union Sanitary District, as such district may exist from time to time. Notwithstanding any other provision of this Agreement, at no time shall LESSEE's activities at the Premises interfere with such operation of the Property and Tower or violate any Laws relating to such operation. LESSOR reserves the right to construct, repair, maintain, modify, improve, replace and operate the water supply facility as LESSOR sees fit, in LESSOR's sole discretion, provided however, that LESSOR will endeavor to minimize the impact, interference or interruption to LESSEE of any such activity. LESSEE specifically acknowledges that the Property and Tower may be included in LESSOR's public safety program and that LESSOR may be required by Laws or may determine in its sole discretion that it is necessary for LESSOR to institute increased security measures for the Property and/or Tower at a later time and from time to time in order to protect against actual or potential threats. Such measures may include but shall not be limited to requiring that the Property, the Tower and any easements be secured in a manner permitting the access to be opened only by LESSOR's designee and/or requiring that any person accessing the Premises by or on behalf of LESSEE be accompanied by LESSOR's designee. LESSOR shall promptly notify LESSEE of any change in security measures that would affect LESSEE's free access to the Premises, shall provide LESSEE with instructions as to how access to the Premises shall be provided to LESSEE, and shall to the extent reasonably possible and upon reasonable notice, provide LESSEE with access to the Premises seven (7) days a week, twenty-four (24) hours a day in the event of emergency and during normal business hours for routine operations.

40. ATTORNEY'S FEES. In the event of any litigation arising under this Agreement, the substantially-prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred from time to time and at all levels of proceedings, including but not limited to appeals, collections and bankruptcy.

41. DUPLICATE ORIGINALS. This Agreement is executed in duplicate originals, either of which shall be equally authentic.

SIGNATURE PAGE IMMEDIATELY FOLLOWING

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:
BOARD OF SUPERVISORS OF FLUVANNA
COUNTY, VIRGINIA**

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE: USCOC of Virginia RSA #3, Inc.

By: _____

Date: _____

APPROVED AS TO FORM:

FLUVANNA COUNTY ATTORNEY

EXHIBIT "A"

Description of "Premises"

EXHIBIT "B"
Survey

EXHIBIT "C"

Equipment List to be installed by LESSEE
within LESSEE Premises

- (1) 12' x 20' Equipment Shelter
- (1) Emergency Propane Generator
- (1) Propane Storage Tank
- (12) panel type antennas

Sector 1 (alpha) – 4 antennas

- Antel WPA 80063 (3) – 94.7"x11.8"x3.9" – 19lbs
- Powerwave P65-17-XL-R (1) – 96"x12"x6" – 59lbs

Sector 2 (beta) – 4 antennas

- Antel WPA 80063 (3) – 94.7"x11.8"x3.9" – 19lbs
- Powerwave P65-17-XL-R (1) – 96"x12"x6" – 59lbs

Sector 3 (gamma) – 4 antennas

- Antel WPA 80063 (3) – 94.7"x11.8"x3.9" – 19lbs
- Powerwave P65-17-XL-R (1) – 96"x12"x6" – 59lbs

(18) coax lines – 1 5/8" diameter

TX – 869.04 – 879.99 MHz
890.01 - 891.48 MHz
704MHz – 710MHz

RX – 824.04 – 834.99MHz
845.01 – 846.48 MHz
734MHz – 740MHz

Along with all other ancillary and required equipment, Rights-of-Way and Easements as shown in the construction drawings dated 7/6/11 drawn by BTM Engineering and attached hereto as a visual description of Exhibit "C". This equipment shall be operated and maintained during the life of this Agreement and considered a material part of the LESSEE'S Premises. Subject to the Provisions of this Lease, LESSEE may make like-for-like changes to this equipment list at anytime, without LESSOR'S consent for any reasonable maintenance concern that would hinder LESSEE'S coverage capabilities at this site.

EXHIBIT "D"

NEW PLATFORM CONSTRUCTION

1. LESSEE shall cause all materials to be provided and work to be performed at LESSEE's sole cost and expense, and (i) in accordance with the Lease, this Exhibit "D", and the plans and specifications therefor approved by LESSOR within 5 business days of submittal, (ii) free of liens; (iii) in a good and workmanlike manner, (iv) in compliance with all applicable laws, rules, ordinances and regulations; and (v) with diligence.
2. Without limitation, LESSEE shall (i) cause all welds to be inspected by a third party firm designated by LESSOR; (ii) repair all interior and exterior paint damaged in the course of the work in accordance with paint specifications to be provided by LESSOR; (iii) cause all paint repairs to be inspected by a third party firm designated by LESSOR; and (iv) notify LESSOR prior to commencing work on the Property, coordinate the work schedule with LESSOR, and conduct all work in a manner which does not interfere with the operation of the Property and Tower for water supply purposes or with access by water utility staff.
3. LESSEE will commence construction promptly upon LESSOR's approval of the plans and specifications provided by LESSEE and LESSEE's receipt of all Government Approvals necessary for the construction of the New Platform. LESSEE shall achieve substantial completion of construction by September 1, 2011, time being of the essence, to permit full installation and operation of LESSEE'S equipment together with all equipment to be installed pursuant to the Verizon Wireless Lease on the New Platform on or before October 1, 2011.
4. Upon installation on the Tower, the New Platform, together with all appurtenances to the structure, shall automatically become the property of LESSOR, free and clear of any and all liens and encumbrances, without the necessity for any separately documented bill of sale.
5. In addition to the insurance required by the Lease, until the construction of the New Platform, including but not limited to all inspections and the repair of all interior and exterior paint damage, has been completed and accepted by LESSOR, LESSEE will carry, at its own cost and expense, the following insurance in connection with LESSEE's work and operations upon the Property: (i) Workers' Compensation Insurance in the amounts required by Virginia law; and (ii) "builder's risk" property insurance in the amount of at least \$500,000.00 providing coverage against loss or damage to any improvements on the Property, by fire or other casualty and theft, naming LESSOR as an additional insured. LESSEE shall provide insurance by a company licensed to do business in Virginia. LESSEE shall provide LESSOR with certificates evidencing such insurance prior to commencing work on the Property. Nothing contained in this Exhibit "D" shall be deemed a waiver of LESSOR'S sovereign immunity. Acceptance of any work by LESSOR shall not be deemed a waiver or release of claims arising from (i) any failure of LESSEE or the work to comply with the terms of the Lease, this Exhibit "D", or the approved plans and specifications; or (ii) faulty or defective work.
6. Capitalized terms not defined in this Exhibit "D" shall have the meanings set forth in the Lease.

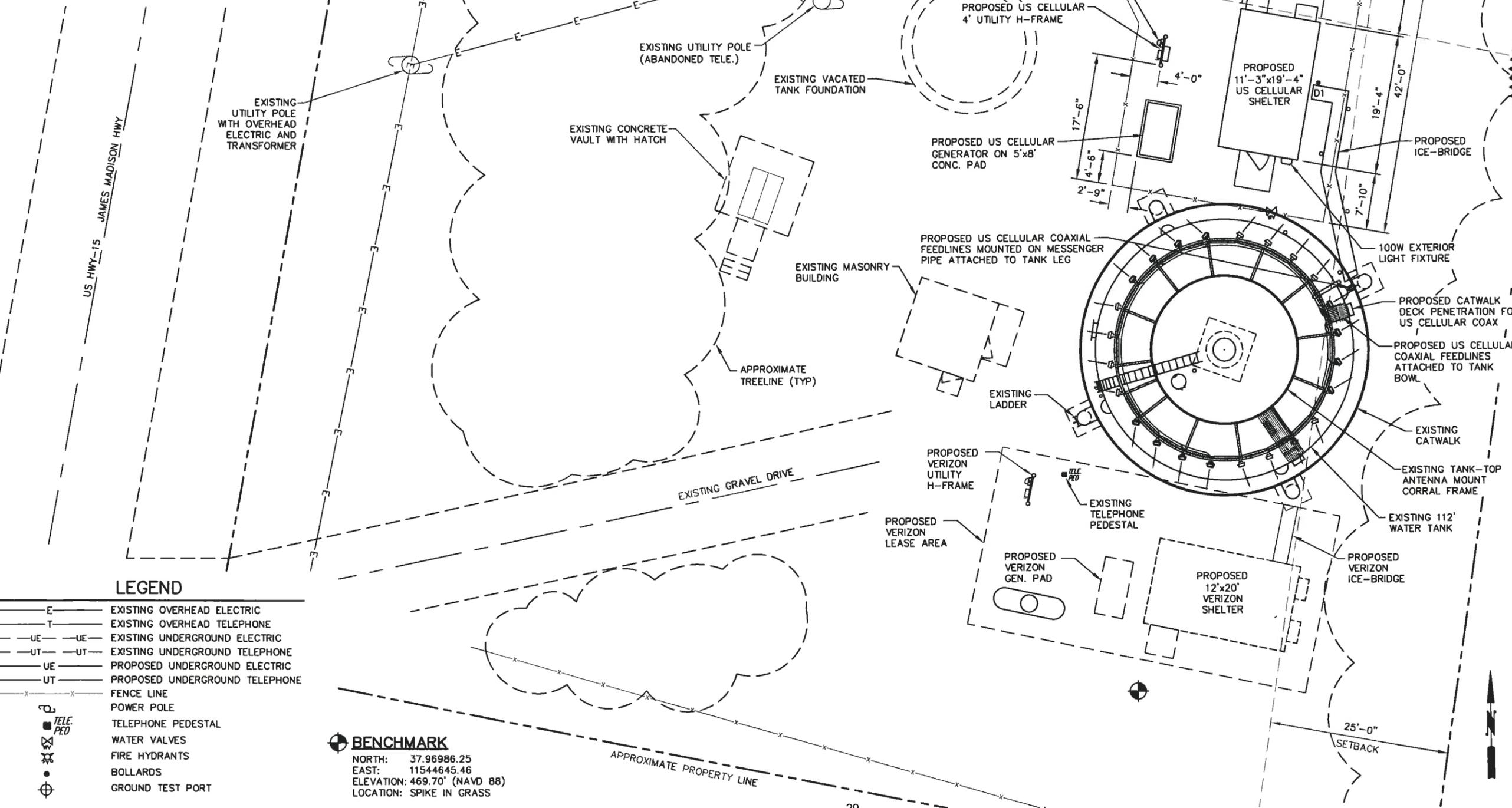
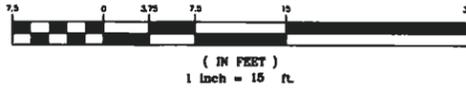
SITE PLAN NOTES

THE PROPOSED DEVELOPMENT IS FOR A COLOCATION ON A 112 FOOT WATER TANK. IT IS LOCATED AT 2984 JAMES MADISON HIGHWAY, BREMO BLUFF, VA 23022.

THE WATER TANK IS ACCESSED BY AN EXISTING STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (US-15), A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

CENTERLINE OF EXISTING TOWER GEOGRAPHIC LOCATIONS:
 LATITUDE: 37°45'3.244"N
 LONGITUDE: 78°17'11.169"W

GRAPHIC SCALE



LEGEND

- E— EXISTING OVERHEAD ELECTRIC
- T— EXISTING OVERHEAD TELEPHONE
- UE— EXISTING UNDERGROUND ELECTRIC
- UT— EXISTING UNDERGROUND TELEPHONE
- UE— PROPOSED UNDERGROUND ELECTRIC
- UT— PROPOSED UNDERGROUND TELEPHONE
- x-x- FENCE LINE
- POWER POLE
- TELE. PED.
- WATER VALVES
- ⊗ FIRE HYDRANTS
- BOLLARDS
- ⊕ GROUND TEST PORT

BENCHMARK
 NORTH: 37.96986.25
 EAST: 11544645.46
 ELEVATION: 469.70' (NAVD 88)
 LOCATION: SPIKE IN GRASS

ATTACHMENT C

 3806 Thirlane Road NW
 Roanoke, VA 24019

BT Engineering, Inc.
 3001 TAYLOR SPRINGS DRIVE
 LOUISVILLE, KENTUCKY 40220
 (502) 459-8402 PHONE
 (502) 459-8427 FAX

COMMONWEALTH OF VIRGINIA
PROFESSIONAL ENGINEER
D. BRETT GRAVES
 Lic. No. 041094

SITE NAME: FORK UNION WT

SITE NUMBER: 768333

SITE ADDRESS:
 2984 JAMES MADISON HIGHWAY
 BREMO BLUFF, VA 23022

AREA:
 LEASE AREA = 1260 SQ. FT.

TOWER TYPE: WATER TANK

TOWER HEIGHT: 112'

LATITUDE: 37°45'3.244" N
 LONGITUDE: 78°17'11.169" W

NO.	REVISION/ISSUE	DATE
1	LEASE EXHIBIT	4/19/11
2	ISSUE FOR COMMENT	6/23/11
3	CONSTRUCTION ISSUE	7/6/11

TITLE:
OVERALL SITE LAYOUT

SHEET:
C-3

GENERAL NOTES

- DRAWINGS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY. THE WORK INDICATED ON THE DRAWINGS SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO COMPLETE THE WORK. VERIFY ALL EQUIPMENT LOCATIONS WITH CONSTRUCTION MANAGER.
- PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, INCLUDING DEMOLITION, MECHANICAL AND ELECTRICAL INSTALLATIONS AND SHALL ADJUST BID ACCORDINGLY.
- CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS ON THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THE CONSTRUCTION DOCUMENTS (ALSO KNOWN AS CONSTRUCTION PLANS) CAN BE ACCOMPLISHED AS SHOWN BEFORE PROCEEDING.
- NOTIFY CONSTRUCTION MANAGER OF ANY MAJOR DISCREPANCY REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND/OR DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THIS CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK OR RELATED WORK IN QUESTION.
- INSTALL ALL EQUIPMENT AND MATERIALS PER MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- CONTRACTOR SHALL VISIT JOB SITE TO REVIEW SCOPE OF WORK AND EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL SERVICE, ELECTRICAL SERVICE AND OVERALL COORDINATION.
- ALL TELEPHONE/RADIO EQUIPMENT LAYOUT, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY CONSTRUCTION MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK AND CLEARANCE REQUIRED BY OTHERS RELATED TO SAID EQUIPMENT.
- ALL WORK PERFORMED AND MATERIALS SHALL MEET THE HIGHEST TRADE STANDARDS. AS A MINIMUM STANDARD, CONFORM WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES HAVING JURISDICTION. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK.
- ELECTRICAL SYSTEMS SHALL BE INSTALLED PER N.E.C. AND IN ACCORDANCE WITH ALL APPLICABLE UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUB-CONTRACTORS OR WORKMEN ARE ON THE JOB SITE AND SHALL SUPERVISE AND DIRECT ALL WORK. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- CONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE (IBC) 2003 EDITION, ALONG WITH 2003 UPC, UMC, AND THE 2005 NEC. CONTRACTOR SHALL PROTECT ALL EXISTING FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING CONSTRUCTION.
- SEAL ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED OR F.M. APPROVED MATERIALS. DETAILS AND SCHEMATICS PROPOSE TO SHOW END RESULT OF THE DESIGN.
- MINOR MODIFICATIONS MAY BE DEEMED NECESSARY TO SUIT JOB CONDITIONS AND DIMENSIONS. SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- VERIFY ALL FINAL EQUIPMENT LOCATIONS WITH OWNERS REPRESENTATIVE.
- DIMENSIONS ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED.
- CLEANUP AND SAFETY: KEEP PROJECT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND EQUIPMENT REMOVED AND NOT SPECIFIED TO REMAIN THE PROPERTY OF THE OWNER, ETC. LEAVE PREMISES IN A VACUUM AND BROOM CLEAN CONDITION; FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEMS EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY PROJECT MANAGER.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS WILL BE DONE AFTER THE SITE HAS BEEN AWARDED THE FINAL INSPECTION.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR CLEANING & WAXING SHELTER FLOORS AFTER ALL EQUIPMENT HAS BEEN INSTALLED.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TRASH RECEPTACLE AND A PORTABLE TOILET AT THE SITE FOR THE DURATION OF CONSTRUCTION.
- THE US CELLULAR SHELTER SHALL NOT BE USED FOR STORAGE OF TOOLS, EQUIPMENT, ETC., BY ANY CONTRACTORS OR SUB-CONTRACTORS.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR PICKING TRASH DAILY AND REMOVING ITS ACCUMULATION FROM THE CONSTRUCTION SITE. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A TRASH BIN TO BE ON SITE FROM THE START OF CONSTRUCTION UNTIL RELEASED BY A US CELLULAR REPRESENTATIVE.

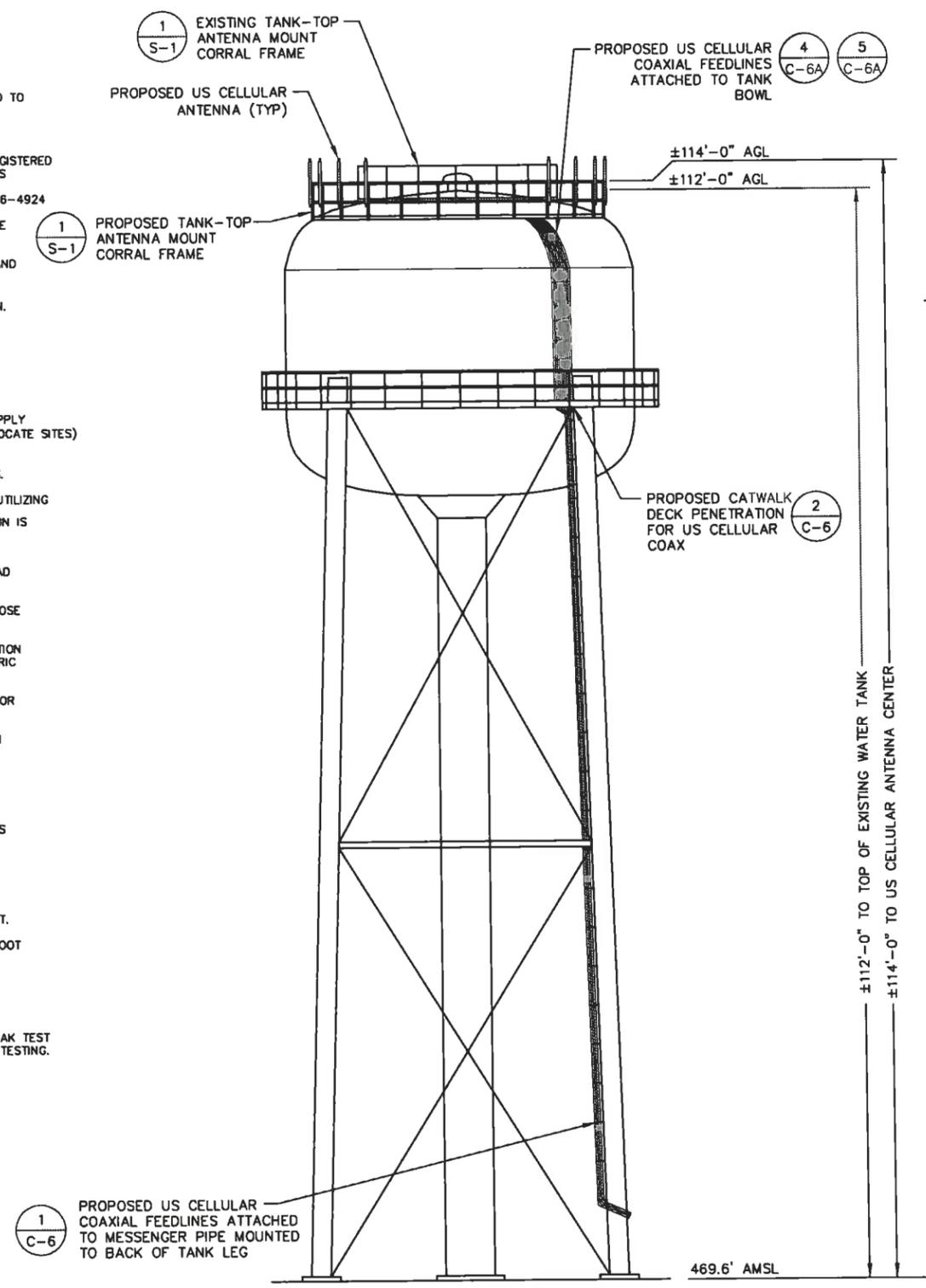
NOTE:
PAINTING REQUIRMENTS AND COLOR TO BE COORDINATED WITH THE TANK OWNER.

NOTE:
A THIRD-PARTY TANK INSPECTOR IS TO REVIEW THE INSTALLATION AT THE COMPLETION OF WORK. COORDINATE THE INSPECTION WITH THE TANK OWNER.

NOTE:
THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORAL PURPOSES ONLY. REFER TO TOWER PLANS FOR TOWER DESIGN.

CONSTRUCTION NOTES

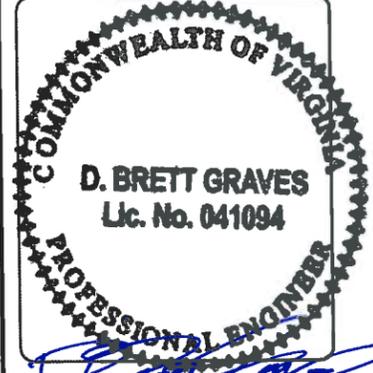
- CONFIRM SURVEY STAKES AND SET ELEVATIONS PRIOR TO ANY CONSTRUCTION.
- THE COMPLETE ROAD AND SITE AREA WILL BE GRUBBED PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.
- PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES BELOW ORIGINAL GROUND LEVEL.
- UNLESS OTHERWISE INSTRUCTED BY CONSTRUCTION MANAGER TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- CONSTRUCT TEMPORARY CONSTRUCTION ZONE ACCESS DRIVE.
- THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATION.
- APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
SOIL STERILIZERS
TOTAL KILL PRODUCT 910 - EPA 10292-7
PHASAR CORPORATION
P. O. BOX 5123
DEARBORN, MI 48128 TEL 313 563-8000
AMBUSH HERBICIDE - EPA REGISTERED
FRAMAR INDUSTRIAL PRODUCTS
1435 MORRIS AVENUE
UNION, NJ 07083 TEL 800 526-4924
- SOIL STERILIZER SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE EMERGENCE DESIGN AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING SITE AND ACCESS ROAD TO BASE COURSE ELEVATION, WATER TO INSURE GROWTH.
- DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- SEED FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES NOT OTHERWISE RIPRAPPED.
- REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY CONSTRUCTION MANAGER.
- AFTER COMPLETION OF CONSTRUCTION BUT PRIOR TO THE FINAL PUNCH LIST INSPECTION, APPLY THREE (3) INCHES OF 3/4 INCH CRUSHED & WASHED STONE (OR MATCH EXISTING ON CO-LOCATE SITES) TO ALL GRAVELED AREAS (REFER TO GRAVEL PAVEMENT DETAIL).
- AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO THE STONE SURFACES.
- CONTRACTOR SHALL PROVIDE 90 DAY WEED CONTROL ON THE INSIDE OF COMPOUND ONLY, UTILIZING GROUND STERILANT OF CHOICE SUCH AS PRAMITAL 25E WITH SAHARA. THIS INSTRUCTION APPLIES TO ALL BUILDS (RAW LAND AND CO-LOCATION). CLOSEOUT BINDER DOCUMENTATION IS REQUIRED.
- ROAD AND SITE MATERIALS AND CONSTRUCTION PRACTICES SHALL CONFORM TO VIRGINIA TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
- THE CONTRACTOR SHALL REPAIR ALL AREAS DAMAGED DURING CONSTRUCTION, BACK AS CLOSE TO ORIGINAL AS POSSIBLE.
- IF UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED THEY SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND WHERE POSSIBLE STABILIZED WITH MIRAFI-600X FABRIC OR EQUIVALENT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- ELEVATIONS FOR SITE AND ACCESS ROAD ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES INDICATED.
- THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION TO PERMIT USE, COMPACTION AND OBSERVATION DURING CONSTRUCTION OF THE SITE.
- AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- THE CONTRACT SHALL BE ASSUMED TO INCLUDE GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE.
- WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFT AND COMPACT BEFORE PLACING NEXT LIFT.
- THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES.
- RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- GENERAL CONTRACTOR IS TO COORDINATE CONCRETE TESTING AND PROVIDE CONCRETE BREAK TEST RESULTS. CONTRACTOR IS RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH CONCRETE TESTING.



TANK ELEVATION
NOT TO SCALE



BTM Engineering, Inc
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX



SITE NAME: FORK UNION WT

SITE NUMBER: 768333

SITE ADDRESS: 2984 JAMES MADISON HIGHWAY
FORK UNION, VA 23022

AREA: LEASE AREA = 1260 SQ. FT.

TOWER TYPE: WATER TANK

TOWER HEIGHT: 112'

LATITUDE: 37°45'3.244" N
LONGITUDE: 78°17'11.169" W

NO.	REVISION/ISSUE	DATE
1	LEASE EXHIBIT	4/19/11
2	ISSUE FOR COMMENT	6/23/11
3	CONSTRUCTION ISSUE	7/6/11

TITLE: NOTES AND ELEVATION

SHEET: C-4

LEGEND

- E— E — EXISTING OVERHEAD ELECTRIC
- T— T — EXISTING OVERHEAD TELEPHONE
- UE— UE — EXISTING UNDERGROUND ELECTRIC
- UT— UT — EXISTING UNDERGROUND TELEPHONE
- E— E — PROPOSED UNDERGROUND ELECTRIC
- UT— UT — PROPOSED UNDERGROUND TELEPHONE
- x— x — FENCE LINE
- — SURVEY LINE
- POWER POLE
- TELE. PED. TELEPHONE PEDESTAL
- WATER VALVES
- FIRE HYDRANTS
- SET 5/8" IRON ROD
- COMPUTED POINT
- AS NOTED

BENCHMARK
 NORTH: 3796986.25
 EAST: 11544645.46
 ELEVATION: 469.70' (NAVD 88)
 LOCATION: SPIKE IN GRASS

**COORDINATE POINT LOCATION
 CENTERLINE OF EXISTING WATER TANK**
 NAD 1983
 LATITUDE: 37°45'03.244"N
 LONGITUDE 78°17'11.169"W
 BASE ELEVATION: 470.4' (NAVD 88)
 TOP ELEVATION: 589.4' (NAVD 88)
 STATE PLANE COORDINATE
 NORTHING: 3797035.28
 EASTING: 11544663.63

PROPOSED LEASE AREA LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF THE PROPOSED 1,260 SQUARE FOOT LEASE AREA; SAID POINT BEING N 64°08'15" E 140.03' FROM A 1" CRIMPED PIPE FOUND, THENCE N 10°48'16" E 42.00' TO A POINT; THENCE S 79°11'44" E 30.00' TO A POINT; THENCE S 10°48'16" W 42.00' TO A POINT; THENCE N 79°11'44" W 30.00' TO THE POINT OF BEGINNING AND CONTAINING 1,260 SQUARE FEET.

PROPOSED 20' ACCESS EASEMENT

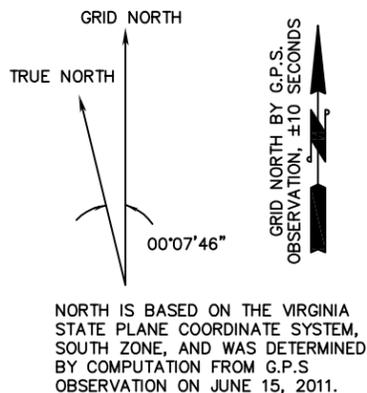
BEGINNING AT A POINT, SAID POINT BEING N 10°48'16" E 6.68' FROM THE SOUTHWEST CORNER OF THE PROPOSED LEASE PARCEL; THENCE WITH THE CENTERLINE OF THE PROPOSED 20' EASEMENT S 72°52'24" W 38.82' TO A POINT; THENCE S 23°24'47" W 30.80' TO A POINT; THENCE S 70°15'54" W 82.78' TO A CRIMPED PIPE FOUND IN THE EASTERN RIGHT-OF-WAY LINE OF ROUTE 15.

PROPOSED 10' TELEPHONE EASEMENT

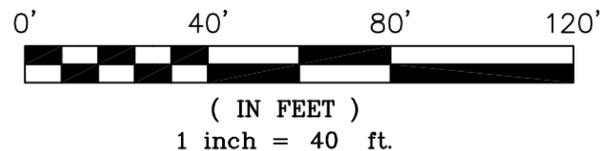
BEGINNING AT A POINT, SAID POINT BEING N 10°48'16" E 6.68' FROM THE SOUTHWEST CORNER OF THE PROPOSED LEASE PARCEL; THENCE WITH THE CENTERLINE OF THE PROPOSED 10' EASEMENT S 29°07'49" W 25.85' TO A POINT; THENCE S 09°23'31" E 23.71' TO A TELEPHONE PEDESTAL.

PROPOSED 10' ELECTRIC EASEMENT

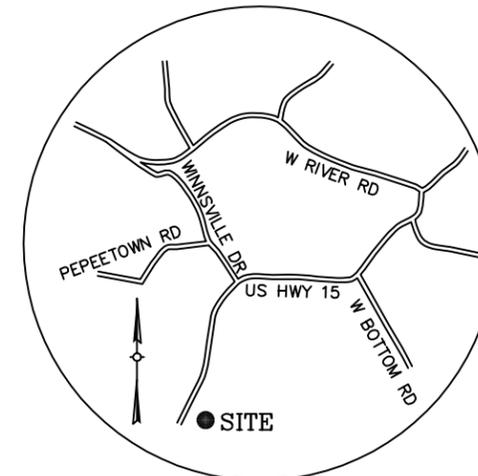
BEGINNING AT A POINT, SAID POINT BEING S 10°48'16" W 6.86' FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE PARCEL; THENCE WITH THE CENTERLINE OF THE PROPOSED 10' EASEMENT N 84°44'01" W 31.26' TO A SERVICE POLE.



GRAPHIC SCALE



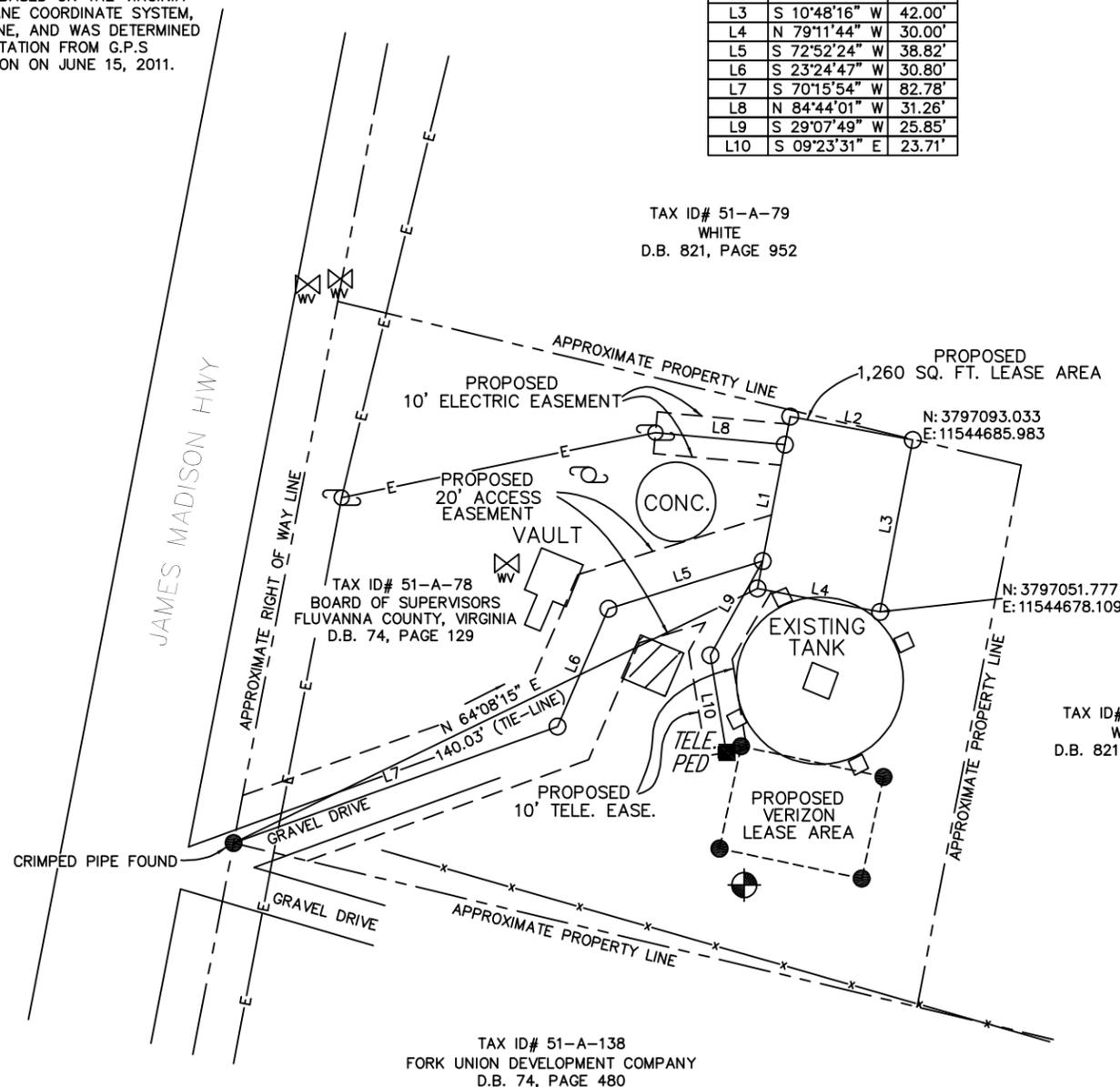
Line	Bearing	Distance
L1	N 10°48'16" E	42.00'
L2	S 79°11'44" E	30.00'
L3	S 10°48'16" W	42.00'
L4	N 79°11'44" W	30.00'
L5	S 72°52'24" W	38.82'
L6	S 23°24'47" W	30.80'
L7	S 70°15'54" W	82.78'
L8	N 84°44'01" W	31.26'
L9	S 29°07'49" W	25.85'
L10	S 09°23'31" E	23.71'



LOCATION MAP
NOT TO SCALE

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 51065C0175C DATED MAY 16, 2008 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.



3001 TAYLOR SPRINGS DRIVE
 LOUISVILLE, KENTUCKY 40220
 (502) 459-8402 PHONE
 (502) 459-8427 FAX

BLUE RIDGE

SURVEYING & MAPPING, INC.
 864 WEST STUART DRIVE
 HILLSVILLE, VIRGINIA 24343
 PHONE/FAX 276.728.2022
 EMAIL: brsurvey@comcast.net

SITE NAME: FORK UNION WATER TANK

SITE NUMBER: 768333

SITE ADDRESS: 2984 JAMES MADISON HWY
 BREMO BLUFF, VA 23022, FLUVANNA COUNTY

AREA: LEASE AREA = 1,260 SQ. FT.

PROPERTY OWNER: BOARD OF SUPERVISORS
 FLUVANNA COUNTY, VIRGINIA

TAX MAP NUMBER: 51-A

PARCEL NUMBER: 78

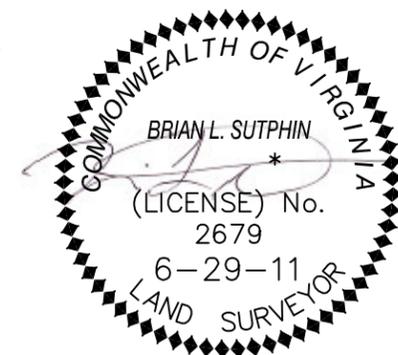
SOURCE OF TITLE: D.B. 74, PAGE 129

LATITUDE: 37°45'03.244"N
 LONGITUDE: 78°17'11.169"W

NO.	REVISION/ISSUE	DATE
1	SURVEY	6/15/11

TITLE: **SITE SURVEY**
 LOCATED ON "ROUTE 15"
 FORK UNION MAGISTERIAL DISTRICT
 FLUVANNA COUNTY, VIRGINIA

SHEET: C-2



NOTES:

- THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
- THIS IS NOT A BOUNDARY SURVEY.
- THIS PLAT WAS BASED ON A PROPERTY REPORT FURNISHED BY LINEAR TITLE & CLOSING, DATED APRIL 6, 2011.
- THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVITUDES AND PRIOR LEASES WHETHER SHOWN HEREON OR NOT. A TITLE REPORT MAY REVEAL EASEMENTS OR OTHER DEFECTS WHETHER SHOWN HEREON OR NOT.

MOTION: I move that the Board of Supervisors authorize the County Administrator to execute the lease and Memorandum of Lease Agreement (MOL) on behalf of the County, pending approval as to form by the County Attorney's office.

AGENDA

BOARD OF SUPERVISORS

August 3, 2011

SUBJECT: Weber City Water Tank Lease and MOL with CELLCO Partnership (Verizon Wireless)

TIMING: This process follows the legal requirements for leases of real property in the Commonwealth.

POLICY IMPLICATIONS: This action implements the type of lease agreement envisioned in the County's contract with CityScape Consultants, in part, regarding the management of leases for telecommunication facilities on County-owned properties. Further, this action is consistent with the intent of the Telecommunications Master Plan which the Board will formally consider in the near future, along with public comments received during the development of the master plan regarding the desirability of the County using its property for such facilities.

FISCAL IMPLICATIONS: The revenue generated by this agreement will be dedicated to the Fork Union Sanitary District (FUSD) and will result in a net payment of \$21,600 annually for the first year of the lease term, with an annual rent increase of 3% per year for the remainder of the five year initial term and the automatic extensions of four additional five year terms. Since negotiations for this lease precede the County's contract with CityScape Consultants, they have agreed to manage the agreement at no cost thus resulting in 25% more revenue for the County than with the lease agreement with U.S. Cellular.

DISCUSSION: The leasing of County properties for telecommunication facilities, including the Weber City and Omohundro Water tanks, is envisioned in the Telecommunications Master Plan that the Board will consider in September, along with the County's contract with CityScape Consultants to manage such lease agreements on behalf of the County. The leasing of water towers, in particular, is of benefit to the Fork Union Sanitary District (FUSD) better enabling them to pay back existing debt to the County or pay for more capital improvements as necessary and prudent.

This lease agreement presented to the Board of Supervisors has undergone months of rigorous negotiating with the Lessee as to form and content by Staff, the County Attorney's Office, and CityScape consultants. It provides for a competitive monthly revenue stream and comprises the second leased tenant on the Weber City Water Tower.

Please contact staff if there are any questions or concerns regarding this proposed action.

Staff: Darren Coffey, Planning Director
John Robins, Public Works Director

- Attachments: A) Memorandum of Lease Agreement (MOL)
B) Water Tower Lease Agreement
C) Site Plan Sketch
D) Survey of Leased Premises (not a boundary survey)

County Administrator's Use Only

Jay Scudder, County Administrator

LESSEE SITE NAME: BREMO BLUFF
LESSOR SITE NAME: WEBER CITY
BJM/02.10.2011

Tax Map: 51-A-78

Upon Recording, Return to:

Pennington Law Firm, L.L.C.
Post Office Box 2844
Columbia, South Carolina 29202

STATE OF VIRGINIA)
)
COUNTY OF FLUVANNA)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of WATER TOWER LEASE AGREEMENT is made this ____ day of _____, 201__, between the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, with a mailing address of 132 Main Street, Palmyra, Virginia 22963, hereinafter collectively referred to as “LESSOR”, and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the “Agreement”) for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space, consisting of twelve (12) antenna mount locations (“the Tower Space”) on the LESSOR's water tower, hereinafter referred to as the “Tower”, located at 2984 James Madison Highway, Breomo Bluff, Virginia 23022, as shown on the Tax Map of the County of Fluvanna as Tax Map Number 51-A-78, and being further described in Deed Book 74, Page 129, as recorded in the Clerk’s Office of the Circuit Court of Fluvanna County, Virginia (the entirety of LESSOR’s property on which the Tower is located is referred to

hereinafter as the "Property"), together with a 25' x 48' area of land within the Property (the "Land Space") for the installation of LESSEE's equipment building and generator; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day (subject to Paragraph 37 of the Agreement), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, James Madison Highway, to the Land Space; and together with the non-exclusive use of any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". The Premises are further depicted on the survey attached hereto as Exhibit "B". In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR may, in its sole discretion, agree to grant an additional right-of-way(s) either to the LESSEE or to the public utility. LESSOR and LESSEE acknowledge and agree that neither Exhibit "A" nor Exhibit "B" is a boundary survey of the Property and that Exhibits "A" and "B" are intended solely as exhibits for purposes of describing the LESSEE's Premises.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be on the first day of the month LESSEE commences installation of the equipment on the Premises, but in no event later than March 1, 2012. In the event the date LESSEE commences installation of the equipment on the Premises is prior to March 1, 2012 and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the installation commences prior to March 1, 2012 and such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of such dates or March 1, 2012 being the "Commencement Date").
4. The terms, covenants and provisions of the Agreement are hereby confirmed and shall extend to and be binding upon the respective heirs, successors, personal representatives and assigns of LESSOR and LESSEE.
5. This Memorandum is not a complete summary of the Agreement. Provisions in this Memorandum shall not be used in interpreting the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT A

**WRITTEN METES AND BOUNDS OF THE PREMISES
AND INGRESS/EGRESS AND UTILITIES RIGHT OF WAY**

LEGAL DESCRIPTION:

Lessee 20' Access/Utility Right of Way (Described By Centerline)

**Bremo Bluff
Bremo Bluff, Virginia**

Beginning at a iron rod found in the eastern right of way of James Madison Highway (U.S. Highway 15); said rod being a corner to Tax Map 59(A)138; thence N10°50'50"E, 539.95' feet to the TRUE Point Of Beginning of a 20' Access/Utility Easement; thence N88°13'47"E, 59.28 feet to a point passing a 10' Utility Easement at 9.99'; thence S76°05'08"E, 35.96 feet to a point on the line of a 25' x 48' Lease Parcel as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

Lessee 10' Utility Easement (Described By Centerline)

**Bremo Bluff
Bremo Bluff, Virginia**

Beginning at a combination power and telephone pole number B320F6; thence S10°51'19"W, 54.78' feet to a point in the northern edge of a Proposed Lessee 20' Access/Utility Easement as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

LEGAL DESCRIPTION:

New 25' x 48' Land Space

**Bremo Bluff
Bremo Bluff, Virginia**

Beginning at the end of the proposed 20' Access/Utility Easement; thence N11°58'22"E, 11.90 feet to an iron rod set at the TRUE Point Of Beginning of the 25' x 48' Lease Parcel; thence S78°01'38"E, 48.00 feet to an iron rod set; thence S11°58'22"W, 25.00 feet to an iron rod set; thence N78°01'38"W, 48.00 feet to an iron rod set; thence N11°58'22"E, 25.00 feet to the TRUE Point Of Beginning and containing 0.028 Acres (1,200 Square Feet) as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

LESSEE SITE NAME: BREMO BLUFF
LESSOR SITE NAME: WEBER CITY
BJM/02.10.2011

EXHIBIT B

**BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITIES RIGHT OF WAY**

LESSEE SITE NAME: BREMO BLUFF
 LESSOR SITE NAME: WEBER CITY
 BJM/02.10.2011

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 201__, between the **BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, with its principal offices at 132 Main Street, Palmyra, Virginia 22963, hereinafter designated LESSOR and **CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

a. LESSOR hereby leases to the LESSEE a portion of that certain space, consisting of twelve (12) antenna mount locations (the "Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 2984 James Madison Highway, Brema Bluff, Virginia 23022, as shown on the Tax Map of the County of Fluvanna as Tax Map Number 51-A-78, and being further described in Deed Book 74, Page 129, as recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia (the entirety of LESSOR's property on which the Tower is located is referred to hereinafter as the "Property"), together with a 25' x 48' area of land within the Property (the "Land Space") for the installation of LESSEE's equipment building and generator; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day (subject to Paragraph 37), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, James Madison Highway, to the Land Space; and together with the non-exclusive use of any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". The Premises are further described on the survey attached hereto as Exhibit "B".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR may, in its sole discretion, agree to grant an additional right-of-way(s) either to the LESSEE or to the public utility.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "A" and Exhibit "C" attached hereto, which shall be maintained by LESSEE at all times in good, safe, and sightly condition.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment with notice to LESSOR, provided said replacement does not change the tower loading of said Tower. Any replacement or addition of equipment by LESSEE which changes the tower loading on the Tower will require the prior approval of LESSOR, such approval not to be unreasonably withheld, conditioned or delayed. LESSEE shall not be required to obtain the prior consent of LESSOR in order to modify or add to the frequencies it utilizes at the Premises. However, LESSEE agrees to provide at least two weeks prior written notice, by certified mail, to LESSOR of such frequency alteration or addition.

b. LESSOR and LESSEE agree and acknowledge that LESSOR is currently in lease negotiations with U.S. Cellular or a related entity ("U.S. Cellular") to enable U.S. Cellular to install and maintain equipment on the Tower, and that U.S. Cellular will, as part of its collocation on the Tower, construct a new platform and corral on the Tower in order to accommodate the equipment to be installed by U.S. Cellular, as well as the equipment of LESSEE (as set forth on Exhibit "C" attached hereto) (the new platform and corral is hereinafter referred to as the "New Platform"). It is the intent of LESSOR that the New Platform will be constructed on the Tower in addition to the existing platform and corral. In the event that U.S. Cellular does not construct the New Platform for any reason, LESSEE shall be entitled to either: a) install and operate its equipment on the platform currently existing on the Tower as of the date of this Agreement, or b) construct a new platform (subject to the terms set forth in Paragraph 1, Subparagraph (c) below, but with no rent abatement unless such platform is sized sufficient to accommodate LESSEE's equipment and at least two (2) other sets of comparable communications equipment that each utilize the same amount of area as LESSEE's equipment), the plans and specifications of which to be agreed upon by LESSOR and LESSEE. In the event of either (a) or (b), Exhibit A to this Agreement shall be updated to depict any resulting change in the Tower Space and the Further Rights of Way. If the New Platform is not substantially completed, such that the New Platform is able to accommodate the full installation and operation of LESSEE's equipment by November 1, 2011, LESSEE shall be entitled, in its sole discretion, to terminate this Agreement.

c. LESSOR and LESSEE agree that LESSOR may, subject to Paragraphs Fifteen (15) and Thirty-Six (36) of this Agreement, lease space on the Tower to third parties, and that such collocation by third parties may necessitate replacement, expansion or improvements (together referred to hereinafter as "improvements") to the existing platform and corral on the Tower or the New Platform, as applicable, on which LESSEE's equipment will be located. In the event a potential collocation by a third party necessitates improvements to the Tower platform or corral on which LESSEE's equipment is located (other than the construction of the New Platform as provided in Paragraph 1, Subparagraph (b) above), LESSOR shall notify LESSEE of the need

for such improvements, and LESSEE shall have the option, but not the obligation, to perform such needed improvements to the Tower and receive rent abatement for the cost of such improvements. If LESSEE opts to make such Tower improvements in accordance with LESSOR's specifications regarding the work, including but not limited to materials, cost & budget, methodology, insurance, bonding and timeline, and pursuant to approvals provided by LESSOR, the improvements and rent abatement shall be set forth in an amendment to this Agreement, executed by both LESSOR and LESSEE. All work performed by LESSEE shall be approved by LESSOR and completed in a good and workmanlike manner, and in accordance with the approved plans and specifications and the provisions of Paragraph 14 of this Lease. The plans and specifications shall be prepared and all materials, insurance, bonding and work provided and performed at LESSEE's sole cost and expense, with LESSOR's sole obligation being the rent abatement to be set forth in said amendment. If LESSEE opts not to perform such improvements, however, and LESSOR or a third party performs such improvements to the Tower necessitating a Temporary Relocation (as defined in Paragraph Fourteen (14) of this Agreement) of LESSEE's equipment, LESSOR and LESSEE agree that any Temporary Relocation necessitated by collocation on the Tower by third parties shall be subject to all of the terms and requirements of Paragraph Fourteen (14) herein. LESSOR and LESSEE further agree that in this event LESSEE shall not be responsible for any capital contribution or other costs associated with such improvements to the Tower, including the platform and/or corral installed thereon, necessitated by or arising out of the collocation on the Tower by any third party.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total initial annual rental of Twenty-One Thousand Six Hundred and No/100ths Dollars (\$21,600.00), to be paid in equal monthly installments of One Thousand Eight Hundred and No/100ths Dollars (\$1,800.00) on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of the month LESSEE commences installation of the equipment on the Premises, but in no event later than March 1, 2012. In the event the date LESSEE commences installation of the equipment on the Premises is prior to March 1, 2012 and such date falls between the 1st and 15th of the month, the Agreement

shall commence on the 1st of that month and if the date installation commences is prior to March 1, 2012 and such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of such dates or March 1, 2012 being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Rent shall be payable to LESSOR's designated Site Manager, CityScape Consultants, Inc., at 7050 W Palmetto Park Rd #15-652, Boca Raton, FL 334333. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE the following documentation (the "Rental Documentation"): (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other similar documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to deliver any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the delivery of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to deliver any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE shall be solely responsible for obtaining any electrical service to the Premises required by LESSEE. If permitted by the local utility company servicing the Premises, LESSEE

shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if required by the local utility company servicing the Premises, LESSEE'S electrical service may be provided through LESSOR'S electrical meter, in which event LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall reimburse the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, P.O. Box 182727, Columbus, Ohio 43218. Notwithstanding any other provision of this Agreement, in no event shall LESSOR have any liability or obligation to LESSEE, or be deemed to be in default under this Agreement, as a result of any loss or interruption of electrical service. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a propane generator and fuel tank (the "Temporary Power Source") and all related equipment and appurtenances within the Premises, or elsewhere on the Property as shown on Exhibits "A" and "B". LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises as shown on Exhibits "A" and "B". If such a Temporary Power Source is installed on the Premises by LESSEE, in the event LESSOR installs public safety communications equipment on the Premises and in the event of an emergency which causes a power interruption at the Premises, LESSOR shall be entitled, at LESSEE's sole discretion, to connect to and use LESSEE's Temporary Power Source and related equipment and appurtenances. In no event shall LESSOR be entitled to connect to and use LESSEE's Temporary Power Source without first obtaining the consent of LESSEE, and in no event shall LESSOR's use of the such Temporary Power Source impede or impair LESSEE's ability to use such Temporary Power Source for the operation of LESSEE's equipment at the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. RENT INCREASE, EXTENSION RENTALS. The annual rent for each year of each term shall increase three (3%) percent over the annual rent due for the immediately preceding year.

6. ADDITIONAL EXTENSIONS. Following the Initial Term and all renewal terms as set forth in Paragraph Four (4) of this Agreement, the term of this Agreement may be extended upon renegotiation of the terms hereof by LESSEE and LESSOR prior to the expiration of the Term and in accordance with applicable law. The foregoing shall not be

construed in any way to require either the LESSOR or the LESSEE to enter into such an extension.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the activities or business conducted by LESSOR or LESSEE, respectively, at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of any income taxes applicable to LESSOR in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges applicable to LESSOR owed on the Property and shall do so prior to the imposition of any lien on the Property. Notwithstanding any other provision of this paragraph, LESSEE acknowledges that LESSOR is a tax-exempt public entity and that the Property and any personal property of LESSOR is tax-exempt in the hands of LESSOR.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense, to the extent that such cooperation is required as the owner of the Property, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio communications facility

and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates (subject to the notice requirement in Paragraph 1 for frequency changes), whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided such does not change the tower loading of said Tower (in which case the LESSOR's consent will be required, such consent not to be unreasonably withheld, conditioned or delayed), and provided that LESSEE notifies LESSOR of such changes prior to making same. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests, structural analysis, and title examination which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE at LESSEE's expense, to the extent that such cooperation is required as the owner of the Property, in its effort to obtain such approvals and shall take no action inconsistent with the terms of this Agreement which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. Nothing contained in this Agreement shall be deemed to require LESSOR to issue any Governmental Approval. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected through no fault of LESSEE; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of LESSEE; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests, structural analysis, or title examination is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE or upon such later date as designated by LESSEE. All rentals paid to said termination date, if applicable, shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR

9. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR or its employees, contractors or agents.

10. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will continuously maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence or \$2,000,000 combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured. Nothing contained in this Agreement shall be deemed to be a waiver of sovereign immunity by LESSOR.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement after the first five year initial term upon the annual anniversary of the Commencement Date provided that (6) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. Subject to the provisions of paragraph 37, LESSOR agrees the LESSEE shall have free access to the Premises at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. Upon request by LESSOR, LESSEE shall provide LESSOR with a list of the names and contact information of all such persons authorized to enter the Premises, and shall update such list as changes occur.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 33 below). If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the

highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers, if applicable.

No materials may be used in the installation of the antennas, transmission lines or platform/corral (if applicable) that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. LESSEE agrees that it shall not perform any welding on any portion of the Tower, nor allow any penetration of any part of the Tower, except pursuant to plans and specifications approved by LESSOR and prepared by a qualified third party consultant approved by the LESSOR and LESSEE. LESSEE shall be responsible for any costs associated with obtaining such plans and specifications. LESSEE shall not place or store any equipment or materials on the Tower, in the equipment compound or the Property that are not actively in use by LESSEE for the permitted use as set forth in this Agreement. LESSEE shall place around the perimeter of the ground space portion of the Premises a chain link security fence and one (1) row of landscaping around the perimeter of the communications facility which is sufficient to screen the fenced compound from outside view.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where such lines enter any user's equipment space.

LESSOR hereby agrees that, if because of LESSEE's operations on the Premises, any laws or regulations of the Federal Aviation Administration ("FAA"), FCC or any other relevant governmental agency or body require or recommend that LESSEE's antennas be lit and/or marked, LESSEE shall install and maintain any required lighting and markings. LESSOR will permit LESSEE access to all portions of the Premises that LESSEE may need in order to check and replace such required or recommended lighting or markings.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of any received structural analysis reports with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of any future structural analysis reports received with respect to the Tower promptly after the receipt of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing replacement, expansion, improvements, maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is

fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- b. LESSOR credits against LESSEE's rent obligation all of the costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination, at an amount up to fifty percent (50%) of the rent due per month until such costs are completely reimbursed to LESSEE;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate, except in exigent circumstances where public health or safety requires Temporary Relocation on shorter notice, in which case LESSOR shall provide notice to LESSEE as soon as it can be determined that Temporary Relocation will be necessary;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation, including a Cell on Wheels ("COW") or similar installation, on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties and lessees which are co-locating on the Tower simultaneous with LESSEE. LESSEE acknowledges that U.S. Cellular is co-locating on the Tower simultaneous with LESSEE. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR (except for any public safety equipment of LESSOR) and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such after-installed equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to

equitable remedies, such as, without limitation, injunctive relief and specific performance. LESSEE further agrees to install FCC type accepted or approved equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any public safety equipment of LESSOR, either existing or later installed on or adjacent to the Property. In the event of such interference to such public safety equipment, LESSEE shall immediately remedy such interference upon notice from LESSOR utilizing the FCC's "Best Practices Guide".

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the then existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then LESSEE shall be liable to LESSOR for rent at the rate of one hundred fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises, subject to the terms of this Agreement.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement, and that there are no liens or judgments affecting LESSOR's title to the same.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by

the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. Exclusive jurisdiction and venue of any dispute or matters involving litigation between the Parties shall be in the courts of Fluvanna County, Virginia.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. No such sale, assignment or transfer of this Agreement shall release the LESSEE from the obligations of this Agreement. LESSEE shall not sublet or otherwise allow any third party to occupy any of the Premises without the express written consent of LESSOR, at its sole discretion.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Board of Supervisors of Fluvanna County, Virginia
ATTENTION: County Administrator
P.O. Box 540
132 Main Street
Palmyra, Virginia 22963

LESSEE: Cellco Partnership
d/b/a Verizon Wireless

180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective three (3) days following deposit postage prepaid in the U.S. Mail, if sent by certified mail, return receipt requested, or upon actual receipt or refusal as shown on the courier's receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement, a copy of which is attached hereto as Exhibit D, which LESSEE shall record, at LESSEE'S sole expense, with the appropriate recording officer.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with the ability of LESSOR to conduct its business on the Property which is directly related to the operation of the water tower or LESSOR's public safety and emergency communications equipment installed thereon, violates any applicable environmental law, or would increase the cost any fire and extended coverage insurance of Lessor; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if

performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE. If LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest (if applicable), due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL. Except as permitted by law, neither Party will allow any hazardous substances, including without limitation any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604, pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903, or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or Property or on any structures located on the Premises from any source whatsoever. Each party, to the extent allowed by law, covenants to indemnify and hold the other party harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs (collectively, "Claims") arising from the indemnitor's material misrepresentations or from existing or future discharge or from the presence or release of any hazardous substances or hazardous wastes on the Premises (either intentionally or accidentally) by the indemnitor or its predecessors in interest, agents, licensees or assigns, unless caused by the indemnitee or persons acting under the indemnitee.

30. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days

following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. In addition, in the event of damage to the Tower by fire or other casualty such that the Tower cannot reasonably be expected to be repaired within 180 days or if LESSOR determines that the Tower is no longer needed as a water supply facility, LESSOR may, at any time following such fire or other casualty, terminate this Agreement upon ninety (90) days prior written notice to LESSEE. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of

non-exclusive use. Notwithstanding the foregoing, the use of the Tower by LESSOR and any other tenants, whether commercial or non-commercial, may include but shall not be limited to, attachment of antennas to the Tower at any unleased and unoccupied attachment locations which are not inconsistent with the specifications set forth in Exhibits A and B hereto, installation of any and all lines, anchors, connections, devices, equipment and line bridge facilities for operation of the antennas and connection to ground equipment in locations which do not materially interfere with LESSEE's equipment and which are not inconsistent with the specifications set forth in Exhibits A and B hereto, and construction of one or more equipment shelters which do not encroach upon LESSEE's Land Space for use in connection with such antennas and equipment. Lessee's lines, conduits, connections, devices, and equipment between the Tower Space and the Land Space shall be installed in a reasonable manner so as not to unreasonably restrict future tenants from installing equipment on the Tower.

37. WATER SUPPLY FACILITY; PROTECTION OF PUBLIC. LESSEE acknowledges that LESSOR is a political subdivision of the Commonwealth of Virginia and that the Property and Tower are first and foremost a water supply facility serving citizens within the County of Fluvanna and the Fork Union Sanitary District, as such district may exist from time to time. Notwithstanding any other provision of this Agreement, at no time shall LESSEE's activities at the Premises interfere with such operation of the Property and Tower or violate any applicable Laws relating to such operation. LESSOR reserves the right to construct, repair, maintain, modify, improve, replace and operate the water supply facility as LESSOR sees fit, in LESSOR's sole discretion, provided however, that LESSOR will endeavor to minimize the impact, interference or interruption to LESSEE of any such activity. LESSEE specifically acknowledges that the Property and Tower may be included in LESSOR's public safety program and that LESSOR may be required by Laws to institute increased security measures for the Property and/or Tower in order to protect against actual or potential threats to public safety. Such measures may include but shall not be limited to requiring that the Property, the Tower and any easements be secured in a manner permitting the access to be opened only by LESSOR's designee and/or requiring that any person accessing the Premises by or on behalf of LESSEE be accompanied by LESSOR's designee. LESSOR shall promptly notify LESSEE of any change in security measures that would affect LESSEE's free access to the Premises, shall provide LESSEE with instructions as to how access to the Premises, and shall to the extent reasonably possible and upon reasonable notice, provide LESSEE with access to the Premises seven (7) days a week, twenty-four (24) hours a day.

38. ATTORNEY'S FEES. In the event of any litigation arising under this Agreement, the substantially-prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred from time to time and at all levels of proceedings, including but not limited to appeals, collections and bankruptcy.

such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid or unenforceable, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Provided, however, that LESSEE shall at all times, at LESSEE's sole cost and expense, comply with (a) all Laws applicable to LESSEE's specific use of the Premises; and (b) all building codes requiring modifications to the Tower or Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. COMMUNICATIONS FACILITIES OF LESSOR AND OTHER TENANTS. Subject to Paragraph Fifteen (15) of this Agreement (Interference), Lessor may from time to time operate governmental communications facilities, including but not limited to public safety equipment, on the Tower. In addition, Lessor may permit operations on the Tower from time to time by one or more other tenants. Notwithstanding the foregoing, LESSOR and LESSEE agree and acknowledge that LESSEE's Land Space and Tower Space, as depicted on Exhibit A attached hereto, shall be exclusive to LESSEE, except that LESSOR, provided it does not materially disturb or interfere with LESSEE's equipment, shall not be excluded from access to the portion of the Tower leg within the Land Space, and that LESSEE's Right of Way and Further Rights of Way, also as depicted on Exhibit A, attached hereto, shall be for LESSEE's

LESSEE SITE NAME: BREMO BLUFF
LESSOR SITE NAME: WEBER CITY
BJM/02.10.2011

39. DUPLICATE ORIGINALS. This Agreement is executed in duplicate originals, either of which shall be equally authentic.

SIGNATURE PAGE IMMEDIATELY FOLLOWING

LESSEE SITE NAME: BREMO BLUFF
LESSOR SITE NAME: WEBER CITY
BJM/02.10.2011

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:
BOARD OF SUPERVISORS OF FLUVANNA
COUNTY, VIRGINIA**

By: _____

Print Name: _____

Title: _____

Date: _____

**LESSEE:
CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS**

By: _____

David R. Heverling
Area Vice President Network

Date: _____

APPROVED AS TO FORM:

FLUVANNA COUNTY ATTORNEY

LESSEE SITE NAME: BREMO BLUFF
LESSOR SITE NAME: WEBER CITY
BJM/02.10.2011

EXHIBIT A

SITE PLAN AND TOWER ELEVATION

See Attached.

EXHIBIT B

LEGAL DESCRIPTION AND SURVEY

Page 1 of 2

LEGAL DESCRIPTION:

Lessee 20' Access/Utility Right of Way (Described By Centerline)

Bremo Bluff

Bremo Bluff, Virginia

Beginning at a iron rod found in the eastern right of way of James Madison Highway (U.S. Highway 15); said rod being a corner to Tax Map 59(A)138; thence N10°50'50"E, 539.95' feet to the TRUE Point Of Beginning of a 20' Access/Utility Easement; thence N88°13'47"E, 59.28 feet to a point passing a 10' Utility Easement at 9.99'; thence S76°05'08"E, 35.96 feet to a point on the line of a 25' x 48' Lease Parcel as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

Lessee 10' Utility Easement (Described By Centerline)

Bremo Bluff

Bremo Bluff, Virginia

Beginning at a combination power and telephone pole number B320F6; thence S10°51'19"W, 54.78' feet to a point in the northern edge of a Proposed Lessee 20' Access/Utility Easement as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

LEGAL DESCRIPTION:

New 25' x 48' Land Space

Bremo Bluff

Bremo Bluff, Virginia

Beginning at the end of the proposed 20' Access/Utility Easement; thence N11°58'22"E, 11.90 feet to an iron rod set at the TRUE Point Of Beginning of the 25' x 48' Lease Parcel; thence S78°01'38"E, 48.00 feet to an iron rod set; thence S11°58'22"W, 25.00 feet to an iron rod set; thence N78°01'38"W, 48.00 feet to an iron rod set; thence N11°58'22"E, 25.00 feet to the TRUE Point Of Beginning and containing 0.028 Acres (1,200 Square Feet) as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

EXHIBIT C

LESSEE EQUIPMENT

- Antennas: Twelve (12) panel antennas
- BXA-70063/8CF (One (1) per sector)
 - o 94.6" x 11.2" x 5.1"; 24 lbs.
 - BXA-185085/12CF (One (1) per sector)
 - o 72.4" x 6.1" x 4.1"; 13 lbs.
 - LPA-80080/8CF (Two (2) per sector)
 - o 94.5" x 5.5" x 13.2"; 24 lbs

Lines: Eighteen (18) lines of 1 5/8" coax

Frequencies:

TX: 880-890; 891.5-894; 1930-1945; 1970-1975; 776-786

RX: 835-845; 846.5-849; 1850-1865; 1890-1895; 746-757

Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". The Premises are further depicted on the survey attached hereto as Exhibit "B". In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR may, in its sole discretion, agree to grant an additional right-of-way(s) either to the LESSEE or to the public utility. LESSOR and LESSEE acknowledge and agree that neither Exhibit "A" nor Exhibit "B" is a boundary survey of the Property and that Exhibits "A" and "B" are intended solely as exhibits for purposes of describing the LESSEE's Premises.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be on the first day of the month LESSEE commences installation of the equipment on the Premises, but in no event later than March 1, 2012. In the event the date LESSEE commences installation of the equipment on the Premises is prior to March 1, 2012 and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the installation commences prior to March 1, 2012 and such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of such dates or March 1, 2012 being the "Commencement Date").
4. The terms, covenants and provisions of the Agreement are hereby confirmed and shall extend to and be binding upon the respective heirs, successors, personal representatives and assigns of LESSOR and LESSEE.
5. This Memorandum is not a complete summary of the Agreement. Provisions in this Memorandum shall not be used in interpreting the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT A

**WRITTEN METES AND BOUNDS OF THE PREMISES
AND INGRESS/EGRESS AND UTILITIES RIGHT OF WAY**

LEGAL DESCRIPTION:

Lessee 20' Access/Utility Right of Way (Described By Centerline)

**Bremo Bluff
Bremo Bluff, Virginia**

Beginning at a iron rod found in the eastern right of way of James Madison Highway (U.S. Highway 15); said rod being a corner to Tax Map 59(A)138; thence N10°50'50"E, 539.95' feet to the TRUE Point Of Beginning of a 20' Access/Utility Easement; thence N88°13'47"E, 59.28 feet to a point passing a 10' Utility Easement at 9.99'; thence S76°05'08"E, 35.96 feet to a point on the line of a 25' x 48' Lease Parcel as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

Lessee 10' Utility Easement (Described By Centerline)

**Bremo Bluff
Bremo Bluff, Virginia**

Beginning at a combination power and telephone pole number B320F6; thence S10°51'19"W, 54.78' feet to a point in the northern edge of a Proposed Lessee 20' Access/Utility Easement as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

LEGAL DESCRIPTION:

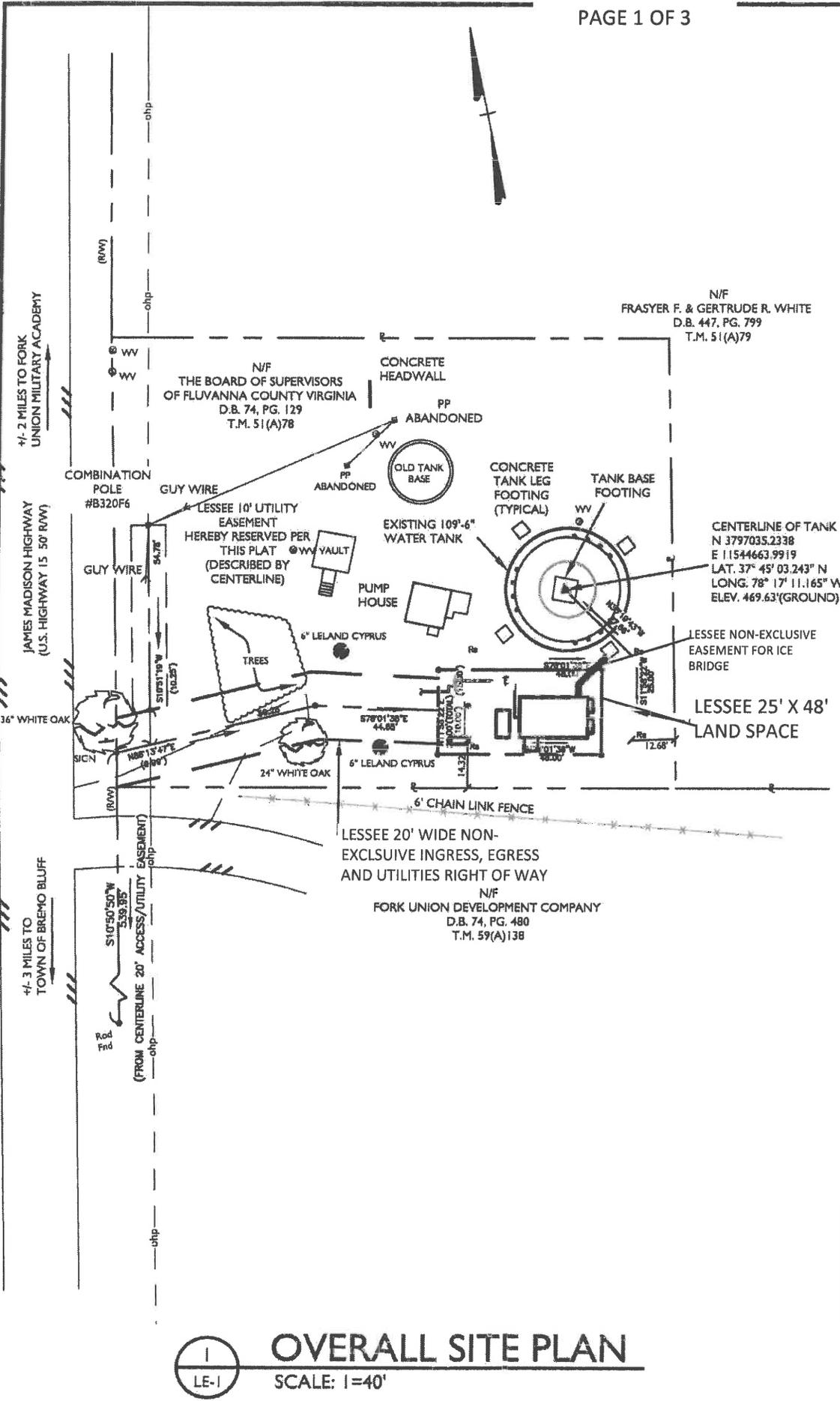
New 25' x 48' Land Space

**Bremo Bluff
Bremo Bluff, Virginia**

Beginning at the end of the proposed 20' Access/Utility Easement; thence N11°58'22"E, 11.90 feet to an iron rod set at the TRUE Point Of Beginning of the 25' x 48' Lease Parcel; thence S78°01'38"E, 48.00 feet to an iron rod set; thence S11°58'22"W, 25.00 feet to an iron rod set; thence N78°01'38"W, 48.00 feet to an iron rod set; thence N11°58'22"E, 25.00 feet to the TRUE Point Of Beginning and containing 0.028 Acres (1,200 Square Feet) as shown on a survey dated 19 July 2011 prepared by Thompson & Litton, Inc., Document No. 11033-11, Sheet Number Z-1.

EXHIBIT B

**BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITIES RIGHT OF WAY**



SUBMITTALS	
Date	Description
06-08-10	LEASE EXHIBIT REVIEW
06-14-10	FINAL LEASE EXHIBIT ISSUED
07-13-11	FINAL LEASE EXHIBIT REISSUED

ver7 on wireless
1831 RADY COURT
RICHMOND, VA. 23222

T&L Project No:	11032-01
Designed By:	GDW
Drawn By:	DJL
Checked By:	GOW
SCALE:	AS SHOWN

THOMPSON & LITTON
103 East Main Street
P.O. Box 1307
Wise, Virginia 24293

SHEET TITLE
LEASE EXHIBIT

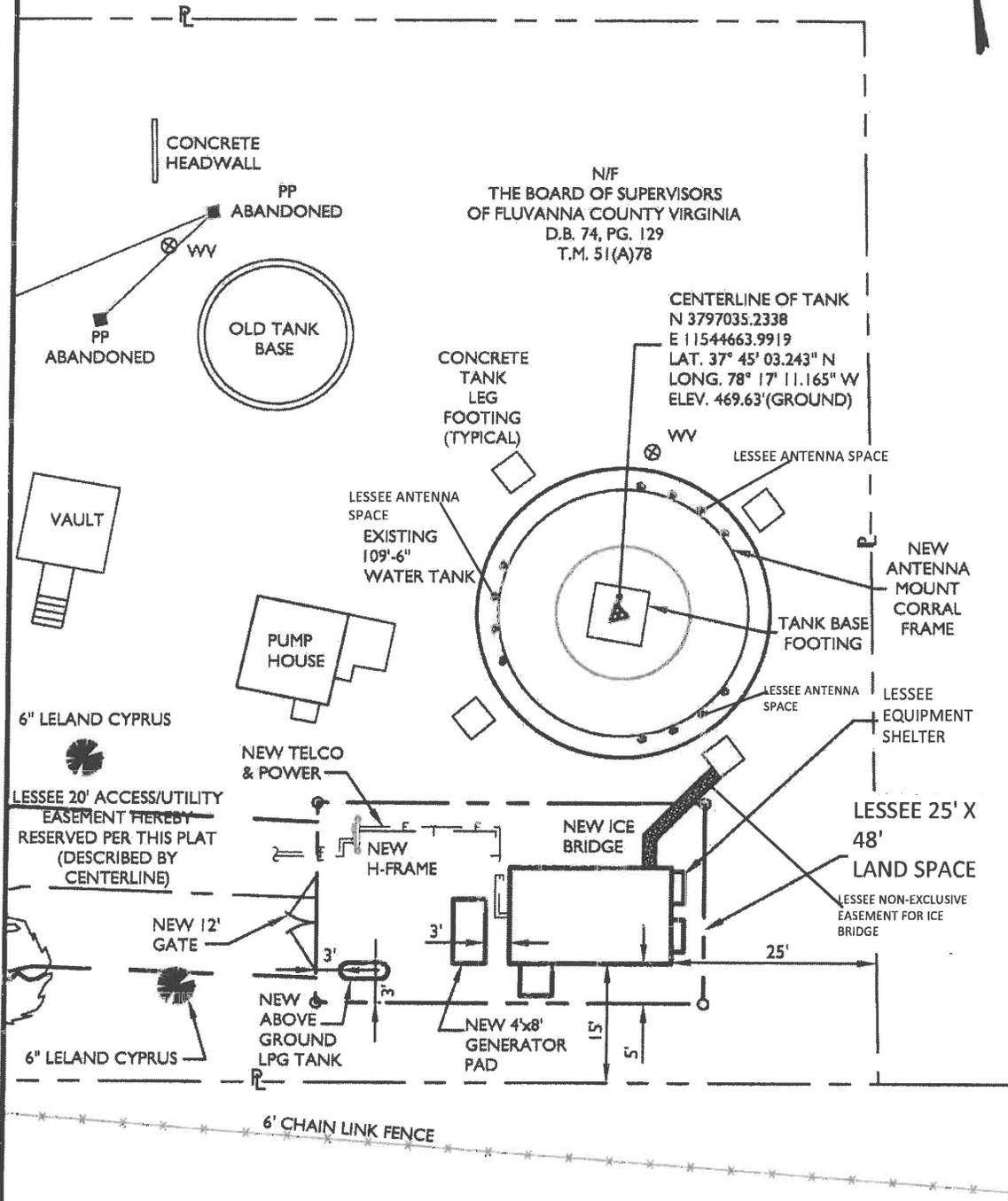
SITE INFO:
BREMO BLUFF
2984 JAMES MADISON HIGHWAY
BREMO BLUFF, VA. 23022
**WATER TANK
ANTENNA INSTALLATION**

TVV
VISIT DATE: 06-01-10

SHEET NUMBER
LE-1

OVERALL SITE PLAN
SCALE: 1=40'

N/F
FRASIER F. & GERTRUDE R. WHITE
D.B. 447, PG. 799
T.M. 51(A)79



N/F
THE BOARD OF SUPERVISORS
OF FLUVANNA COUNTY VIRGINIA
D.B. 74, PG. 129
T.M. 51(A)78

CENTERLINE OF TANK
N 3797035.2338
E 11544663.9919
LAT. 37° 45' 03.243" N
LONG. 78° 17' 11.165" W
ELEV. 469.63'(GROUND)

6" LELAND CYPRUS

LESSEE 20' ACCESS/UTILITY
EASEMENT HEREBY
RESERVED PER THIS PLAT
(DESCRIBED BY
CENTERLINE)

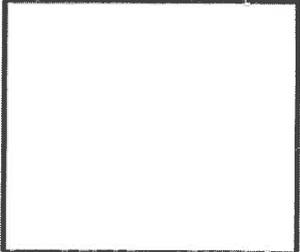
6" LELAND CYPRUS

N/F
FORK UNION DEVELOPMENT COMPANY
D.B. 74, PG. 480
T.M. 59(A)138

2
LE-2
SITE PLAN
SCALE: 1" = 20'

SUBMITTALS	
Date	Description
06-08-10	LEASE EXHIBIT REVIEW
06-14-10	FINAL LEASE EXHIBIT ISSUED
07-13-11	FINAL LEASE EXHIBIT REISSUED

verizon wireless
1831 RADY COURT
RICHMOND, VA. 23222



T&L Project No:	11033-01
Designed By:	GDW
Drawn By:	DJL
Checked By:	GDW
SCALE:	AS SHOWN

THOMPSON & LITTON
103 East Main Street
P.O. Box 1307
Wise, Virginia 24293

SHEET TITLE
**LEASE
EXHIBIT**

SITE INFO:
BREMIO BLUFF
2984 JAMES MADISON HIGHWAY
BREMIO BLUFF, VA. 23022
WATER TANK
ANTENNA INSTALLATION

TVV
VISIT DATE: 06-01-10

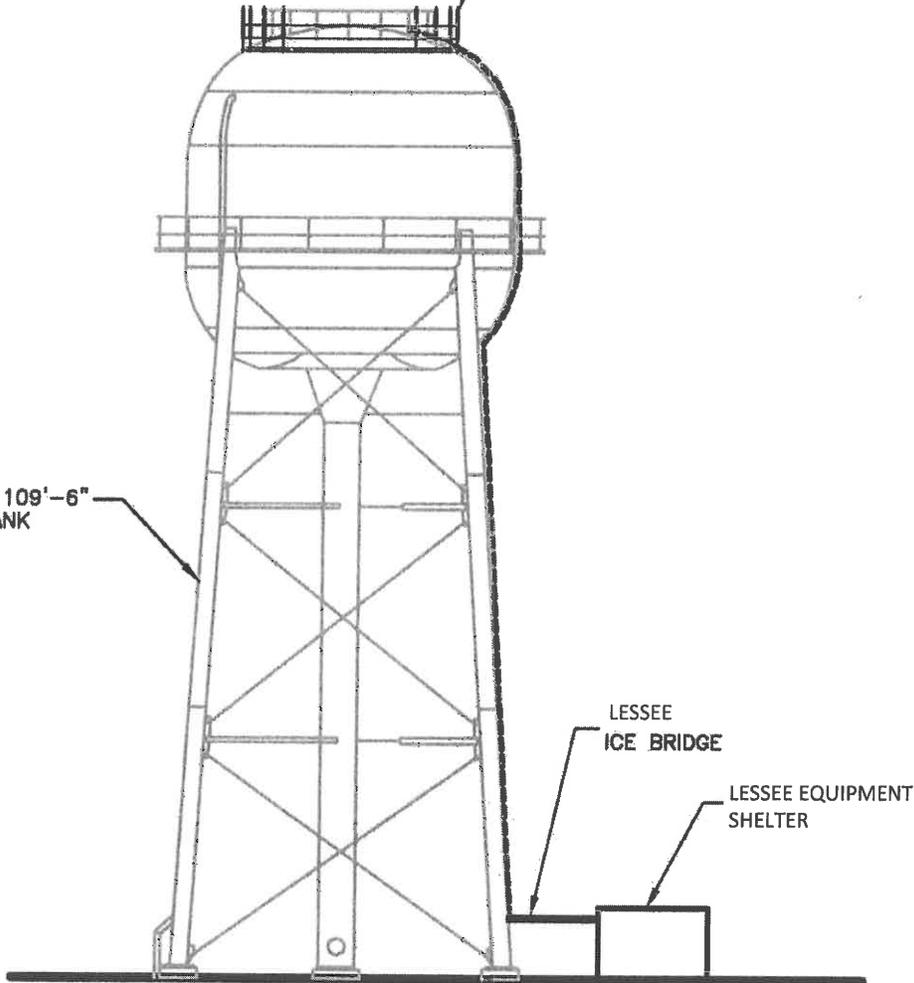
SHEET NUMBER
LE-2

NOTE:

ALL COAX CABLES SHALL BE SECURED TO THE EXISTING WATER TANK UTILIZING LEG BRACKETS AND SURFACE BRACKETS AS SHOWN ON SHEET C-8. SPACING OF BRACKETS SHALL BE IN ACCORDANCE WITH COAX MANUFACTURER'S RECOMMENDATIONS.

PROPOSED LESSEE ANTENNAS
 SECTOR A 40° @ 110' RAD CENTER
 SECTOR B 160° @ 110' RAD CENTER
 SECTOR C 280° @ 110' RAD CENTER

EXISTING 109'-6"
WATER TANK



LESSEE
ICE BRIDGE

LESSEE EQUIPMENT
SHELTER

3
LE-3

SITE ELEVATION
NOT TO SCALE

SUBMITTALS	
Date	Description
06-08-10	LEASE EXHIBIT REVIEW
06-14-10	FINAL LEASE EXHIBIT ISSUED
07-13-11	FINAL LEASE EXHIBIT REISSUED

verizon wireless
 1831 RADY COURT
 RICHMOND, VA. 23222

Title, Project No:	11033-01
Designed By:	GDW
Drawn By:	DJL
Checked By:	GDW
SCALE:	AS SHOWN

THOMPSON & LITTON
 103 East Main Street
 P.O. Box 1307
 Wise, Virginia 24293

SHEET TITLE
LEASE EXHIBIT

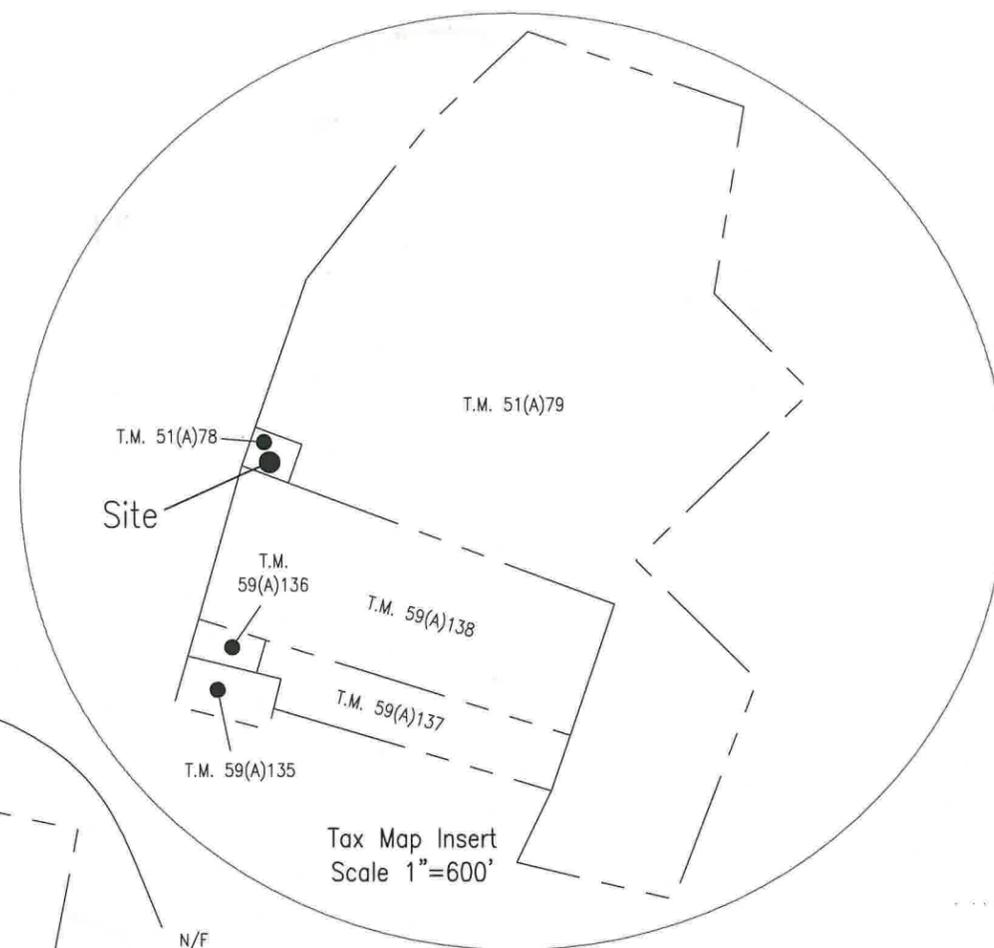
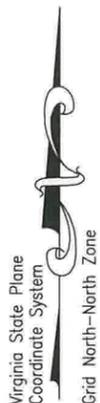
SITE INFO:
 BREMO BLUFF
 2984 JAMES MADISON HIGHWAY
 BREMO BLUFF, VA. 23022
 WATER TANK
 ANTENNA INSTALLATION

TIV
 VISIT DATE: 06-01-10

SHEET NUMBER
LE-3

Notes:

1. Survey Performed By Thompson & Litton, Radford, Va. On July 12, 2010. Metes And Bounds Were Compiled From Plats And/Or Deeds Of Record. No Complete Boundary Survey Was Performed By Thompson & Litton.
2. This Survey Was Prepared Without The Benefit Of A Title Report And May Not Show All Easements And Restrictions Of Record That May Effect The Subject Property.
3. Flood Zone Determination Is Based On The Flood Insurance Rate Maps And Does Not Imply That The Property Will Or Will Not Be Free From Flooding Or Damage.
4. This Site Appears To Be In The FIRM Zone "X" As Shown On Community Panel 51065 C 0175 C, Dated May 16, 2008.
5. No Wetland Areas Have Been Delineated.
6. All Location Of Utilities On This Site Is From Surface Evidence.
7. References: Fluvanna County Tax Map 51(A)78; D.B. 74, Pg. 129.
8. The Virginia Grid Coordinates Shown On This Plat Were Derived By Utilizing The NGS OPUS Service. The Vectors Were Adjusted Using FIXED/C.O.R.S. Stations (Minimum Of Three), Producing A Weighted Least Squares Adjustment Of The NAD 83 Positions. Coordinates Were Reported By Topcon Hiper Light+ Receiver And TDS Data Collector Software. GPS Run Time Of +2 Hours Was Used.



ATTACHMENT D

1831 RADY COURT
RICHMOND, VA. 23222

THOMPSON & LITTON

103 East Main Street
P.O. Box 1307
Wise, Virginia 24293

SUBMITTALS		
No.	Date	Description
1	07/27/10	Original
2	02/10/11	Lease Parcel Revision
3	07/19/11	Access/Utility Easement And Lease Parcel Revised

T&L Project No:	11033-11
Designed By:	----
Drawn By:	CHF \JLN
Checked By:	EGG

SITE NAME:
Bremo Bluff

SITE ADDRESS:
**2984 James Madison Highway
Bremo Bluff, VA 23022**

JURISDICTION:
Fluvanna County

SHEET TITLE
**SURVEY
EXHIBIT**

SHEET NUMBER
Z-1

Legend

N/F = Now Or Formally
P.O.B. = Point Of Beginning
R/W = Right Of Way
Sq. Ft. = Square Feet
ohp = Overhead Electric
P.B. = Plat Book
Pg. = Page





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: Crystal Besecker, Budget Analyst
SUBJECT: Contingency Balance
DATE: July 14, 2011

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

Board of Supervisors contingency: \$100,000.00

Grant contingency: \$ 0