



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

October 5, 2016, at 4:00 pm

TAB AGENDA ITEMS

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

2 – ADOPTION OF AGENDA

3 – COUNTY ADMINISTRATOR'S REPORT

4 – BOARD OF SUPERVISORS' UPDATES

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None.

7 – ACTION MATTERS

- | | |
|----|---|
| Mc | Determination of Violation of County Code Chapter 10 (Garbage, Refuse, and Waste)—Jason Stewart, Planning and Zoning Administrator |
| N | Update of Treasurer's Office Position Descriptions—Gail Parrish, Human Resources Manager |
| O | Position Description Change for Children Services Act (CSA) Position—Gail Parrish, Human Resources Manager |
| P | Clerk to the Board Position Upgrade - Gail Parrish, Human Resources Manager |
| Q | FY17 Pay Band and Schematic Update - Gail Parrish, Human Resources Manager |
| R | Deed of Gift from Fluvanna Rescue Squad – 90 Rescue Ln, Palmyra VA 22963—Eric Dahl, Deputy County Administrator / Finance Director |

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

None.

9 – CONSENT AGENDA

- | | |
|-----|---|
| S | Minutes of September 21, 2016 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board |
| T | FY17 FCPS Security Equipment Grant Supplemental Appropriation-Ed Breslauer, FCPS Finance Director |
| U | Approval of Open Space Contract for Mayfair Farm, Inc.—Andrew M. Sheridan, Commissioner of the Revenue |
| V | Approval of Open Space Contract for Minnie M. McGehee—Andrew M. Sheridan, Commissioner of the Revenue |
| W | Approval of Open Space Contract for Valentine Associates, LLC—Andrew M. Sheridan, Commissioner of the Revenue |
| XYZ | Approval of Open Space Renewal Contract for Samuel R. & DeNae D. Babbitt—Andrew M. Sheridan, Commissioner of the Revenue |
| A | Approval of Open Space Contract for Carl E. Beuchert, III & Catherine M. Alessi—Andrew M. Sheridan, Commissioner of the Revenue |

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- B Approval of Open Space Contract for Roy Howard & Constance Haislip—Andrew M. Sheridan, Commissioner of the Revenue
- C Approval of Open Space Contract for Kenneth B. & Linda S. Handy—Andrew M. Sheridan, Commissioner of the Revenue
- D Approval of Open Space Contract for Ernest J. & Carolyn H. Marrs—Andrew M. Sheridan, Commissioner of the Revenue

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



cn=Steven M. Nichols, o=Fluvanna
County, ou=County Administrator,
email=snichols@fluvannacounty.org,
c=US
2016.09.29 13:53:57 -04'00'

County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Packet 2016-10-05 p.5/133
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

2016-2017 STRATEGIC INITIATIVES AND ACTIONS

Strategic Initiative A -- SERVICE DELIVERY

- A1** - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2** - Perform Process Improvement Review of Planning and Zoning Processes.
- A3** - Perform Process Improvement Review of Building Inspection Processes.
- A4** - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- A5** - Update, format, and improve web-accessibility of all County Personnel Policies.
- A6** - Create Fluvanna County Data Website Dashboard with key metrics.
- A7** - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- A8** - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

Strategic Initiative B -- COMMUNICATION

- B1** - Create a Community Impact Awards Program.
- B2** - Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- B3** - Collect and analyze the results of the local Business Climate Survey.
- B4** - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"
- B5** - Create a local Business Support Action Plan.
- B6** - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- B7** - Expand County Website to receive, answer, and post questions from residents.
- B8** - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- B9** - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

Strategic Initiative C -- PROJECT MANAGEMENT

- C1** - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- C2** - Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- C3** - Investigate all options for GIS system delivery and management to support needs of all County departments.
- C4** - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5** - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

- C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.
- C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
- C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.
- C9** - Proceed with the Pleasant Grove Farm Museum design.
- C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM

- D1** - Create EDTAC - Economic Development and Tourism Advisory Council.
- D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.
- D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
- D4** - Create separate Tourism and Business information pages for the County website.
- D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.
- D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.
- D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.
- D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
- D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
- D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).
- D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY

- E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.
- E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.
- E3** - Update, format, and improve web-accessibility of all County Financial Policies.
- E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.
- E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.
- E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Determination of Violation of County Code Chapter 10 (Garbage, Refuse, and Waste)				
MOTION(s):	<p>I move the Board of Supervisors determine that the property at 21708 James Madison Highway, Tax Map Number 41-A -56 is in violation of the provisions of Chapter 10 Garbage, Refuse, and Waste of the Fluvanna County Code and that proper legal notice be given to the subject property owner under the provisions of Sec 10-1-2 of Fluvanna County Code in regards to the removal of all unlawful substances accumulated on the subject property and that upon failure of the subject property owner to comply with notice that the Board of Supervisors authorize the County Administrator to take action under the provisions of Sec. 10-1-3 of the Fluvanna County Code to remove the any and all trash, garbage, refuse, litter and like substances found on the subject property with the costs of removal being charged to the subject property owner under the provisions of 10-1-3.1 and 10-1-3.2 of the Fluvanna County Code.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Jason Stewart, Planning & Zoning Administrator, Scott Miller, Code Compliance Officer				
PRESENTER(S):	Jason Stewart, Planning & Zoning Administrator				
RECOMMENDATION:	Staff recommends the Board of Supervisors determine that the provisions of Chapter 10 have been violated on the subject property.				
TIMING:	Current				
DISCUSSION:	Approximately the week of September 14 th construction debris appeared to be dumped behind the buildings at the subject property at 21708 James Madison Highway. This appears to be a code violation of Chapter 10 (Garbage, Refuse, and Waste) of the Fluvanna County Code. Staff is asking the Board of Supervisors to make a determination of a violation as specified in the provisions of Chapter 10.				
FISCAL IMPACT:	If the subject property owner does not comply, staff would have the authority to clean up the property and place a lien on the subject property to recover the money				
POLICY IMPACT:	This procedure is consistent with how Fluvanna County has handled these issues in the past				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Pictures of the alleged violation at the subject property, Chapter 10 of the Fluvanna County Code				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

GARBAGE, REFUSE AND WASTE

2-18-16

Chapter 10

GARBAGE, REFUSE AND WASTE

Article 1. Trash, Garbage, Etc., on Private Property.

- Sec. 10-1-1. Duty of owners to remove; certain accumulations unlawful.
- Sec. 10-1-2. Removal of unlawful substances upon notice; mailing and posting notice.
- Sec. 10-1-3. Removal by board upon failure of owner to comply with notice - - Generally.
- Sec. 10-1-3.1. Same - - Cost of removal - - Liability of owner.
- Sec. 10-1-3.2. Same - - Same - - Constitutes lien against property.
- Sec. 10-1-4. Penalty for violation of article.

Article 2. Disposal, Storage, Etc., of Solid Waste and Tires.

- Sec. 10-2-1. Compliance with Virginia Waste Management Act - - Solid waste disposal, etc.
- Sec. 10-2-2. Same - - Stockpiling tires; maximum number of tires permitted.
- Sec. 10-2-3. Compliance with zoning ordinance.
- Sec. 10-2-4. "Stockpiling of tires" defined.
- Sec. 10-2-5. Construction of article.

GARBAGE, REFUSE AND WASTE

2-18-16

Chapter 10

GARBAGE, REFUSE AND WASTE¹***Article 1. Trash, Garbage, Etc., on Private Property.²*****Sec. 10-1-1. Duty of owners to remove; certain accumulations unlawful.**

The owners of property within the county shall, from time to time, remove therefrom any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the county. It shall be unlawful for the owner of any property in the county to allow any such accumulation of such material as the board of supervisors shall determine, from time to time, might endanger the health of other residents of the county.

Sec. 10-1-2. Removal of unlawful substances upon notice; mailing and posting notice.

Every owner of property in the county shall remove therefrom such trash, garbage, refuse, litter and other like substances which shall be determined by the board to be unlawful as provided in this article. The board shall notify such owner of such determination, in writing, specifying particularly the measures needed to eliminate such illegality and further specifying the time within which such measures are to be taken. Such notice shall be mailed, by first class mail, to the address of such owner as shown on the tax records of the county and shall, in addition, be posted in a conspicuous place on the property complained of.

Sec. 10-1-3. Removal by board upon failure of owner to comply with notice - - Generally.

The board of supervisors may cause to be removed any and all trash, garbage, refuse, litter and other like substances found to be unlawful as provided in this article, as to which the owner of such property, after notice as provided by Section 10-1-2 of this Code, and a reasonable time to comply therewith, shall have failed to do so.

¹ For state law as to Virginia Waste Management Act, see Code of Va., § 10.1-1400 et seq. As to authority of county with regard to solid and hazardous waste management, see Code of Va., § 15.2-1800.

² For state law as to authority of county to provide for removal of trash, garbage, etc., from private property, see Code of Va., § 15.2-901.

GARBAGE, REFUSE AND WASTE

2-18-16

Sec. 10-1-3.1. Same - - Cost of removal - - Liability of owner.

In the event that the board shall take action under Section 10-1-3 of this Chapter, the cost or expenses thereof shall be charged to and paid by the owner of such property and may be collected by the county as taxes and levies are collected.

Sec. 10-1-3.2. Same - - Same - - Constitutes lien against property.³

Every charge authorized by this article with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property. (Ord. 11-18-15)

Sec. 10-1-4. Penalty for violation of article.⁴

In addition to the foregoing provisions of this article, the owner of any property which shall be determined by the board to be unlawful as provided hereinabove who shall fail to correct the condition within such reasonable time as may be required by the board as provided by this article, shall be deemed to be in violation hereof and shall be liable to a fine of fifty dollars (\$50) for the first violation, or violations arising from the same set of operative facts. The fine for subsequent violations not arising from the same set of operative facts within the twelve (12) months of the first violation shall not exceed two hundred dollars (\$200). Each business day during which the same violation is found to have existed shall constitute a separate offense. Violations arising from the same operative facts shall not result in penalties exceeding \$3,000 in a twelve (12) month period.

First Violation - \$50

Subsequent Violations (or business days of noncompliance) - \$200/per
\$3,000 maximum per twelve (12) month period

Article 2. Disposal, Storage, Etc., of Solid Waste and Tires.**Sec. 10-2-1. Compliance with Virginia Waste Management Act - - Solid waste disposal, etc.**

It shall be unlawful for any person to dispose of, treat or store solid waste in the

³ As to manner in which liens may be enforced, see Code of Va., §§ 58.1-3965 et seq. and 58.1-3940 et seq.

⁴ As to county authority to assess a fine for violations, see Code of Va., § 15.2-901.

GARBAGE, REFUSE AND WASTE

2-18-16

county except in accordance with the provisions of the Virginia Waste Management Act (chapter 14, Title 10.1 of the Code of Virginia). Any person who shall dispose of, treat or store any solid waste, without a permit as required by such act, shall be deemed to be in violation of this article.

Sec. 10-2-2. Same - - Stockpiling tires; maximum number of tires permitted.⁵

No person shall stockpile tires in the county except in accordance with the provisions of the Virginia Waste Management Act. In addition to the foregoing, no person shall stockpile more than five hundred (500) tires at any time, regardless of purpose or origin. (Ord. 11-18-15)

Sec. 10-2-3. Compliance with zoning ordinance.

No person shall dispose of, treat or store solid waste, including, but not limited to, the stockpiling of tires, except in accordance with Chapter 22 of this Code.

Sec. 10-2-4. "Stockpiling of tires" defined.

For purposes of this article, the term "stockpiling of tires" shall include placing of tires as provided in the Virginia Waste Management Act.

Sec. 10-2-5. Construction of article.

Nothing contained in this article shall be construed to preempt or otherwise inhibit the application of any other provision of law.

⁵ As to state law regarding stockpiling tires, see Code of Va., §§ 10.1-1418.2—1418.5.









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

MEETING DATE:	10-5-2016				
AGENDA TITLE:	Update of Treasurer's Office Position Descriptions				
MOTION(s):	<p>I move to approved the updated position descriptions and grade change for the following positions:</p> <ul style="list-style-type: none"> • Deputy Treasurer I, Job Class 1411, Pay Band 9 • Deputy Treasurer II, Job Class 1420, Pay Band 10 • Deputy Treasurer III, Job Class 1430, Pay Band 11 • Chief Deputy Treasurer, Job Class 1851, Pay Band 14 to Pay Band 17 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Gail Parrish, HR Manager; Linda Lenherr, Treasurer				
PRESENTER(S):	Gail Parrish, HR Manager				
RECOMMENDATION:	approval				
TIMING:	10-05-2016				
DISCUSSION:	<p>With the implementation of MUNIS in the Treasurer's office, many processes and procedures have changed. Part of the changes required evaluating and updating all position descriptions.</p> <p>All job descriptions have been reviewed and updated by the Treasurer's office staff, the Treasurer, and Human Resources. No recommendation has been made to reclassify or change a pay band for Deputy Treasurer I, II, or III. The recommended band change for the Chief Deputy Treasurer is required to meet the new DOL Exempt employee qualifications and is included in the new Pay Plan Schematic.</p> <p>No salary changes are recommended.</p>				
FISCAL IMPACT:	\$0.00				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Position Descriptions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	Treasurer



Fluvanna County, Virginia
Department of Administration
Job Description

POSITION NAME – Class #1451

FLSA Status: Exempt
Pay Grade: 14-17
Job Title ID: Chief Deputy Treasurer
Reports To: Treasurer

Summary:

Plans, organizes, manages, and participates in all daily operations and activities of the Treasurer's Office to ensure that all statutory functions of the Treasurer's office are accomplished. The employee assists in the overall administration, policies and procedures. This position works under general supervision and is given considerable latitude for independent judgment, initiative and resourcefulness on both technical and administrative matters. The employee is expected to adapt existing policies and procedures to specific situations, and in developing new or improved techniques and methods of obtaining effective results and overcoming unusual problems.

Work involves the tracking of public funds, the billing, maintenance and balancing of the County's tax receivables and the filling for Compensation Board reimbursements. Work also involves specialized preparation and maintenance of complex computer programs and operational routines for data processing systems. Employee is responsible for gathering and analyzing data and preparing various daily and monthly reports. Reports to the Treasurer.

Essential Functions: *(This list represents the essential tasks performed by the position. Employees may be assigned additional duties by the Treasurer as required)*

Manages assigned operations to achieve goals within budgeted funds and available personnel. Plans and organizes workloads and staff assignments, reviews progress, directs change in priorities and schedules as needed to assure work is performed in a timely and efficient manner according to appropriate guidelines, procedures, and legal regulations.

Responds to phone messages, emails and addresses problems, and other concerns of taxpayers.

Assists in the overall administration and management of the office. Assists in the development and implementation of department goals, objectives, procedures, and short and long-range plans.

Bills, maintains, and balances the County's tax receivables. Plans, creates, prints, and mails billings using postal service guidelines to achieve cost effectiveness. Supervises the collections of delinquent taxes.

Receives and processes payments for personal property and real estate taxes; dog tags, permits and other fees; and posts FUSD water payments to accounts. Counts and verifies cash and checks and balances cash drawers. Processes office deposits and prepares bank deposits.

Maintains mortgage accounts and generates and assists in mailing real estate and personal property bills.

Oversees and maintains computer applications. Assists with the installation and maintenance of office equipment.

This employee oversees and supervises the general office operations and the Deputy Treasurer I and Deputy Treasurer II staff members. Provides training and motivation of subordinates in order to make full use of individual capabilities and to meet changing system demands. Supervises by determining or interpreting work procedures, assigning specific duties, maintaining harmonious relations, and promoting efficiency.

Assists external auditors during the County's annual audit. Provides financial reports, schedules, and information for preparation of the Comprehensive Annual Financial Report.

Assumes responsibilities of the Treasurer and other staff within the office in their absences. Performs the duties of the Treasurer in his/her absence as assigned.

Assists with overall enforcement of the standards of public safety or health of staff and others of the general public.

Assist Treasurer on various projects and tasks as needed. Performs other related work as required.

Required Knowledge, Skills and Abilities:

Requires ability to analyze and interpret fiscal and accounting data and to prepare appropriate statements and reports; ability to operate standard office, word processing and data processing equipment and systems; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with associates and the general public.

Acceptable Education, Experience, and Training:

Any combination of education and experience equivalent to 5 years relevant experience in Finance, Business Administration or related field and one year of supervisory or management responsibilities; excellent computer skills; familiarity with governmental accounting and reporting; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

Preferred Qualifications:

- Associate degree in finance, business administration or related field.
- Experience in government setting
- Master Government Deputy Treasurer certification

Working Conditions and Physical Requirements:

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

Special Requirements

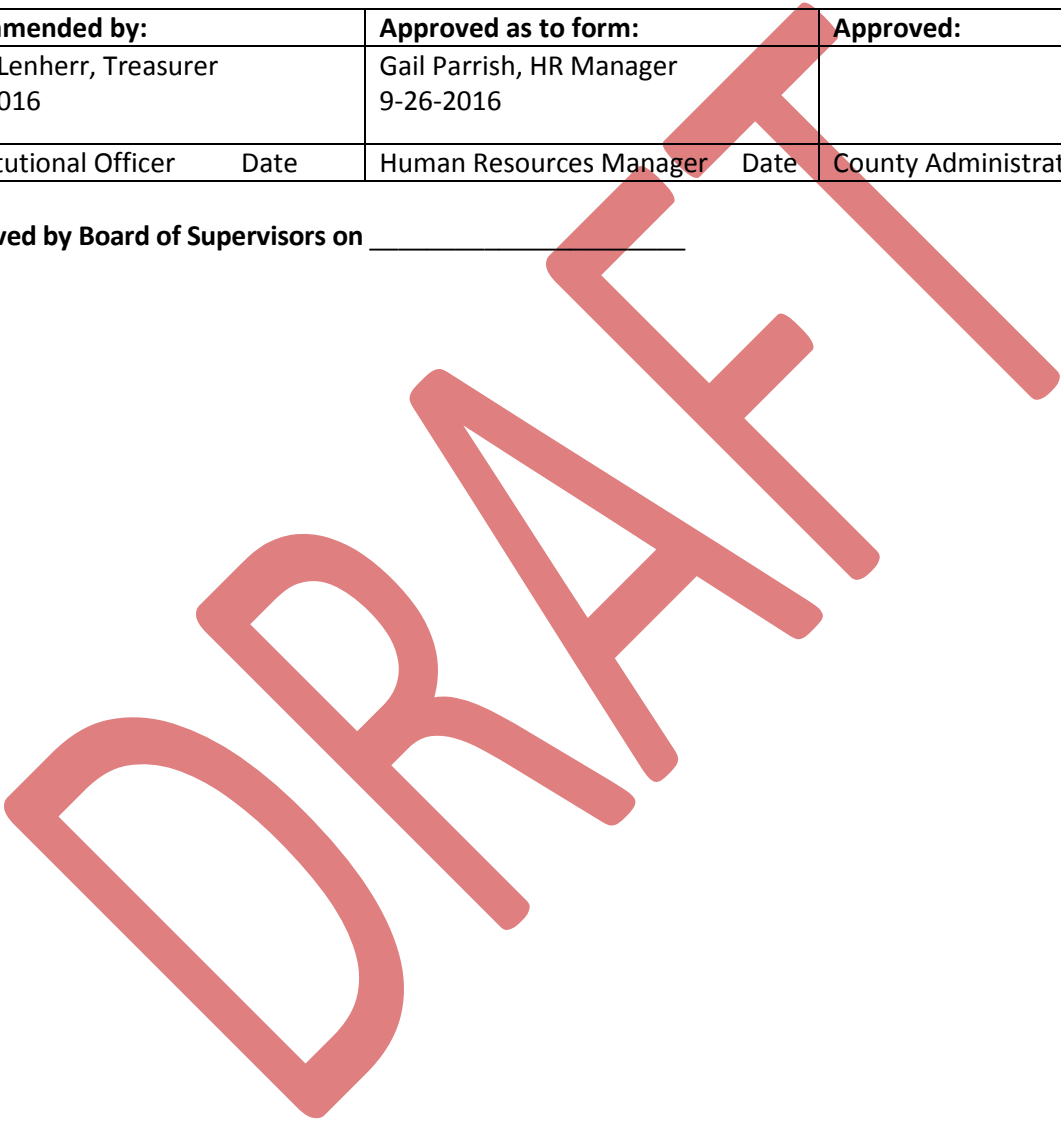
Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post Offer Requirements

- Background check

Recommended by:		Approved as to form:		Approved:	
Linda Lenherr, Treasurer 9-26-2016		Gail Parrish, HR Manager 9-26-2016			
Constitutional Officer	Date	Human Resources Manager	Date	County Administrator	Date

Approved by Board of Supervisors on _____





Fluvanna County, Virginia
Department of Administration
Job Description

Deputy Treasurer I – Class 1411

FLSA Status: Non-Exempt/Exempt
Pay Grade: 9
Job Title ID: Deputy Treasurer I
Reports To: Chief Deputy Treasurer

Summary

Performs responsible skilled clerical work assisting with the operation of the Treasurer's Office; does related work as required. Work is performed under regular supervision.

Essential Functions

- Receives and processes payment for Personal property, Real Estate, dogs tags, utility bills, and other fees
- Answers calls from citizens, answers questions and provides information; greets and assists walk-in customers
- Counts and verifies cash and checks, balances cash drawer daily
- Checks for paid or delinquent real estate taxes for title companies and attorneys
- Processes office deposits and prepares bank deposits
- Assists with debt set off program
- Does payment agreements for PP and RE
- Assists in mailing real estate and personal property bills
- Posts Landfill payments, School lunch, Extended Ed deposits
- Receives and processes incoming and outgoing mail; picks up/drops off mail daily at Post Office
- Assists in processing delinquent tax billings
- Issues DMV stops on customers who do not keep up with payment agreements
- Helps train new office personnel
- Assists with all office filing and record keeping
- Assist Treasurer on various projects as needed
- Performs related tasks as required

Required Knowledge, Skills and Abilities

General knowledge of the principles underlying the laws, ordinances and regulations governing the operations of the Treasurer's Office: general knowledge of the principles, methods and practices of accounting; some knowledge of business and office practices; ability to analyze and interpret fiscal and accounting data and to prepare appropriate statements and reports; ability to operate standard office; word processing and data entry equipment; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with associates and the general public.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to graduation from high school and some experience involving customer service.

Preferred Qualifications

- Experience in government setting

Working Conditions and Physical Requirements

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

Special Requirements

None

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

Post Offer Requirements

- Background check

Recommended by:	Approved as to form:	Approved:
Linda Lenherr, Treasure 9-26-2016	Gail Parrish, HR Manager 9-26-2016	
Agency Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Department of Administration
Job Description

Deputy Treasurer II – Class 1420

FLSA Status: Non-Exempt/Exempt
Pay Grade: 10
Job Title ID: Deputy Treasurer II
Reports To: Chief Deputy Treasurer

Summary

Performs responsible skilled clerical work assisting with the operation of the Treasurer's Office; does related work as required. Work is performed under regular supervision.

Essential Functions

- Receives and processes payments for Personal Property, Real Estate, dog tags, utility bills, and other fees
- Answers calls from citizens, answers questions and provides information; greets and assists walk-in customers
- Counts and verifies cash and checks, balances cash drawer daily
- Checks for paid or delinquent real estate taxes for title companies and attorneys
- Oversees debt set off program
- Helps Deputy I resolves issues with postings on Munis
- Processes office deposits and prepares banks deposits
- Assists in mailing real estate and personal property bills
- Receives and processes incoming and outgoing mail
- Assists in processing delinquent tax billings
- Helps train new office personnel
- Processes bad checks; enters and processes bankruptcy information
- Assists with all office filing and record keeping
- Performs the daily close out if the Chief Deputy Treasurer is out of the office
- Assist Treasurer on various projects as needed
- Performs related tasks as required

Required Knowledge, Skills and Abilities

General knowledge of principles underlying the laws, ordinances and regulations governing the operations of the Treasurer's Office; general knowledge of the principles, methods and practices of accounting; some knowledge of business and office practices; ability to analyze and interpret fiscal and accounting data and to prepare appropriate statements and reports; ability to operate standard office, word processing and data entry equipment; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with associates and the general public.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to 3 years relevant experience as a Deputy Treasurer or work experience of 5 years in a related field.

Preferred Qualifications

- Experience in government setting

Working Conditions and Physical Requirements

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

Special Requirements

None
Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post Offer Requirements

- Background check

Recommended by:		Approved as to form:		Approved:	
Linda Lenherr, Treasurer 9-26-2016		Gail Parrish, HR Manager 9-26-2016			
Agency Head	Date	Human Resources Manager	Date	County Administrator	Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Department of Administration
Job Description

Deputy Treasurer III – Class 1430

FLSA Status: Non-Exempt/Exempt
Pay Grade: 11
Job Title ID: Deputy Treasurer III
Reports To: Treasurer

Summary

Performs difficult skilled level clerical work assisting with the operation of the Treasurer's Office; does related work as required. Work is performed under regular supervision of the Treasurer.

Essential Functions

- Responsible for receipt and disbursement of Sheriff Fees
- Run end of month and annual reports to close the books on a monthly basis
- Performs monthly reconciliation of checking and investment accounts for the county and PREP
- Works closely with Finance Director on all financial matters and helps resolve issues
- Receives and processes payments for personal property and real estate taxes, dogs tags and other fees
- Answers calls from citizens; answers questions; provides information and handles problems
- Counts and verifies cash and checks; balances cash drawer
- Checks for paid or delinquent real estate taxes for title companies and attorneys
- Assists in mailing real estate and personal property bills
- Calculates roll back taxes
- Assists in processing delinquent tax billings
- Processes office deposits and prepares bank deposits
- Receives and processes incoming and outgoing mail; picks up mail from Post Office
- Performs general office assistance tasks; answers telephone; greets and assists walk-in customers
- Helps train new office personnel
- Printing and processing of office billings
- Assists with all office filing and record keeping
- Assist Treasurer on various projects as needed
- Performs related tasks as required
- Works with County Attorney on delinquent taxes and payments
- Works with Chief Deputy Commissioner on Munis problems
- Provides Treasurer with monthly Financial Report for Board of Supervisors

Required Knowledge, Skills and Abilities

General knowledge of the principles underlying the laws, ordinances and regulations governing the operations of the Treasurer’s Office; general knowledge of the principles, methods and practices of accounting; some knowledge of business and office practices; ability to analyze and interpret fiscal and accounting data and to prepare appropriate statements and reports; ability to operate standard office, word processing and data entry equipment; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with associates and the general public.

Acceptable Education, Experience, and Training

Any combination of education and experience equivalent to 5 years relevant experience in Treasurer’s Office or related field.

Preferred Qualifications

- Degree in Finance, accounting, or business administration
- Experience in government setting

Working Conditions and Physical Requirements

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

Special Requirements

None

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

Post Offer Requirements

- Background check

Recommended by: Linda Lenherr, Treasurer 9/26/2016	Approved as to form: Gail Parrish 9/26/2016	Approved:
Agency Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	October 5, 2016																													
AGENDA TITLE:	Position Description change for Children Services Act (CSA) position.																													
MOTION(s):	<p>I move to approve the following position description revisions and pay band changes:</p> <ul style="list-style-type: none"> • FROM: CSA Manager – Position 1351, band 17, \$47,476 • TO: CSA Coordinator – Position 1351, band 14, \$40,040 																													
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																											
	<input type="checkbox"/>	<input type="checkbox"/>																												
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																									
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
STAFF CONTACT(S):	Gail Parrish, HR Manager; Eric Dahl, Deputy County Administrator																													
PRESENTER(S):	Gail Parrish, HR Manager																													
RECOMMENDATION:	approval																													
TIMING:	10/5/2016																													
DISCUSSION:	<p>Due to the retirement of the CSA Manager, a review of the position description and the needs of the County in regards to the mandated position were made. After discussions with the agencies, school system and social services departments that this position works with, the updated job description was developed to most closely meet the needs of the county for this position.</p> <p>After a review of the proposed job description, the classification of this position would be to move it from a CSA Manager position, band 17 - exempt (start salary of \$47,476) to a CSA Coordinator position, band 14 – non-exempt (start salary of \$40,040).</p>																													
FISCAL IMPACT:	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 20%;">POSITION</th> <th style="width: 10%;">PAY BAND</th> <th style="width: 20%;">BUDGETED AMT (w/ Fringe)</th> <th style="width: 15%;">MIN RATE</th> <th style="width: 15%;">15% from MIN</th> </tr> </thead> <tbody> <tr> <td>CSA Manager</td> <td style="text-align: center;">17</td> <td style="text-align: right;">74,959.50</td> <td style="text-align: right;">47,476.00</td> <td style="text-align: right;">54,308.00</td> </tr> <tr> <td>CSA Coordinator</td> <td style="text-align: center;">14</td> <td></td> <td style="text-align: right;">40,040.00</td> <td style="text-align: right;">46,046.00</td> </tr> <tr> <td colspan="3">Annual (SAVINGS)/COST</td> <td style="text-align: right;">-7,436.00</td> <td style="text-align: right;">-8,262.00</td> </tr> <tr> <td colspan="3">WITH FRINGE</td> <td style="text-align: right;">-8,997.56</td> <td style="text-align: right;">-9,997.02</td> </tr> </tbody> </table> <p style="color: red; margin-left: 20px;">Cost/Savings for FY17</p> <p style="text-align: right; color: red; margin-right: 20px;">(17,674.07) (12,829.23)</p>					POSITION	PAY BAND	BUDGETED AMT (w/ Fringe)	MIN RATE	15% from MIN	CSA Manager	17	74,959.50	47,476.00	54,308.00	CSA Coordinator	14		40,040.00	46,046.00	Annual (SAVINGS)/COST			-7,436.00	-8,262.00	WITH FRINGE			-8,997.56	-9,997.02
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Annual (SAVINGS)/COST			-7,436.00	-8,262.00																										
WITH FRINGE			-8,997.56	-9,997.02																										
POLICY IMPACT:	N/A																													

LEGISLATIVE HISTORY:					
ENCLOSURES:	Draft CSA Job Description				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	COAD; DSS; School Admin.



Fluvanna County, VIRGINIA
Department of Administration
Job Description

DRAFT

CHILDREN'S SERVICE ACT (CSA) COORDINATOR - #1351

FLSA Status: Non-Exempt
Pay Grade: 14
Job Title ID: 1351
Reports To: Deputy County Administrator / Finance Director

SUMMARY

The Children's Services Act (CSA) Coordinator serves as coordinator and primary program administrative support for CSA functions in the County. The Coordinator performs responsible, professional, and administrative work coordinating the CSA program, preparing and maintaining files and records, reviewing and processing bills for payment of services, and handling sensitive, confidential, possibly contentious and controversial information. Serves as a liaison between CSA and various other local and state agencies. Performs work under the general supervision of the Deputy County Administrator with latitude for independent judgement.

ESSENTIAL FUNCTIONS

- Works closely with various stakeholders to include: agency case managers in social services, health, schools, mental health, and court services to develop cost effective programs with an emphasis on home, family and community involvement and collaboration.
- Monitors compliance with utilization management principles and CSA policies and procedures.
- Facilitates family involvement through knowledge of program while working collaboratively to encourage family involvement and financial responsibility, including parental co-payment and assumption of all responsibility in a timely manner.
- Maintains confidential client records and administrative files for cases considered by the Family Assessment and Planning Team (FAPT) and Community Policy Management Team (CPMT) teams; maintains CSA cases database.
- Provides ongoing training and education case managers on CSA records, procedures, and requirements.
- Develops formats for forms, case reports, financial reports and records consistent with current policy and procedures; maintains databases and financial records using the following software and online platforms: Thomas Brothers, Munis and the Office of Children's Services.
- Evaluates documentation provided by service providers to monitor compliance and completion of paperwork.
- Reviews the cost effectiveness of services; monitors client progress; prepares grant applications and administers awarded grants.
- Maintains a list of all services currently available to children and families.
- Serves as Chairperson and member of the FAPT.
- Serves as Chairperson and member of the CPMT; coordinates the fiscal management supporting each client's service program.
- Serves as local administrator for CANS (Child and Adolescent Needs and Strengths) assessment; mandatory uniform assessment instrument for all children, youth and families receiving services funded by the Comprehensive Services Act (CSA).
- Prepares agendas for the CPMT and FAPT meetings; maintains accurate records of the meetings.
- Keeps CPMT and FAPT members aware of local and state funding levels and the need to contain and reduce the cost of services.

- Informs CPMT and FAPT of all training dates and locations, provides orientation briefings and assistance to new CPMT and FAPT members.
- Develops, maintains, and revises procedures for new and current case managers on FAPT process.
- Assists and provides professional and collaborative feedback to all stakeholders for successful outcomes for students and families.
- Revises CPMT and FAPT policies and procedures as needed for efficiency and consistency, in keeping with state CSA guidelines and Virginia state laws.
- Prepares and submits a variety of reports as required to the state and county in compliance with OCS requirements.
- Oversees community service program for assigned youth; serves on youth related committees such as Youth Advisory Council, Interagency Council, Teens GIVE advisory committees.
- Attends CSA regional and statewide meetings.
- Prepares annual budget requests for CSA Program in concert with the Deputy County Administrator.
- Manages annual budget expenditures, tracks funds status, and codes accounts payable for payment.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of the human services system with specialized knowledge of at least one program area related to the Children's Services Act (e.g. foster care, mental health, special education, juvenile justice, local government, families).
- Knowledge regarding a children's services system of care philosophy and values.
- Knowledge of government structure, operation and regulatory functions.
- Knowledge and ability to develop and manage a program budget.
- Knowledge of local community resources and services available to assist at risk youth and their families.
- Ability to establish and maintain effective working relationships with individuals in a diversity of roles, such as families, colleagues, agencies vendors, consultants and state and local government officials.
- Ability to maintain detailed confidential and fiscal information in a secure manner.
- Ability to collect, organize and report data.
- Ability to develop meaningful measurable outcomes to provide feedback to the Community Policy and Management Team (CPMT), Family Assessment and Planning Team (FAPT) and other interested local parties on the operation of the CSA program.
- Ability to think critically and creatively to resolve problems in the service delivery system.
- Ability to research, locate and develop additional services to meet identified needs of at-risk youth in the community.
- Ability to plan, organize, facilitate and/or deliver both routine and specialized training.
- Ability to handle multiple concurrent tasks, projects and responsibilities.
- Demonstrated skills and ability in providing leadership in a team environment.
- Excellent interpersonal skills which demonstrate respect for others.
- Excellent organizational and time management skills, including the ability to prioritize tasks.
- Excellent communications skills, both oral and written with the ability to reach a variety of audiences.
- Proficient in the use of Microsoft Outlook, Word, Power Point and Excel software.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Any combination of education and experience equivalent to a Bachelor's degree in public administration or human services, as well as a minimum of five years' experience in increasingly responsible administrative work. Prefer administrative work experience in government functions.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Must be available to work occasional special community meetings and gatherings.

POST-OFFER REQUIREMENTS

- Background check

Recommended by:	Approved as to form:	Approved:
Eric Hess	Gail Parrish	Steven M. Nichols
Director/Department Head Date: 9/21/2016	Human Resources Manager Date: 9/21/2016	County Administrator Date: 9/21/2016

Approved by Board of Supervisors on _____.

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Clerk to the Board Position Upgrade				
MOTION(s):	<p>I move to approve the following position description revision and grade change:</p> <p>FROM:</p> <ul style="list-style-type: none"> • Administrative Assistant / Clerk to the Board, Pay Band 13, \$37,440 <p>TO:</p> <ul style="list-style-type: none"> • Executive Assistant / Clerk to the Board, Pay Band 17, \$47,476 <p>With the change to be effective October 9, 2016, and increased funding change to come from the existing FY17 County Administration Personnel budget.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Gail Parrish, Human Resources Manager				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	<p>Several recent changes have substantially impacted the current Administrative Assistant / Clerk to the Board position:</p> <ul style="list-style-type: none"> • The BOS eliminated the second administrative position in the County Administrator's office effective July 1, 2016. • Significant changes were made to Public Records Administration and FOIA requirements beginning in FY17. <p>As a result, the Clerk assumed additional administrative duties due to loss of the Program Support Assistant position and has also been appointed as County Administration Records Administrator and FOIA Officer.</p>				

	<p>CURRENT POSITION: Administrative Assistant / Clerk to the Board (#1190) Pay Band 13 NON-EXEMPT position SUBJECT to overtime payments Current Pay Band 13 Base Salary: \$37,440 Current Salary: \$41,720 Current Employee Pay w/Overtime: \$46,314</p> <p>PROPOSED POSITION: Executive Assistant / Clerk to the Board (#1190) Pay Band 17 EXEMPT position NOT subject to overtime payments Proposed Pay Band 17 Base Salary: \$47,476</p> <p>Attached Position Description has been updated to reflect the new requirements.</p> <p>NOTE: <i>The cost of the proposed change from PB-13 to PB-17 is less than the planned 3% December pay increase of \$1,252 plus benefits.</i></p> <p><i>If position change is approved, the employee will not be included in the December 2016 Pay Raise Plan.</i></p>				
FISCAL IMPACT:	<ul style="list-style-type: none"> • ~\$1,000 increase above current payroll (but less than planned Dec 2016 pay raise). • Funds to come from existing FY17 County Administration Personnel budget. • The new position will be effective on October 9, 2016. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Current and new Position Descriptions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	

ADMINISTRATIVE ASSISTANT/ CLERK TO THE BOARD - 1091

GENERAL DEFINITION OF WORK:

Performs complex skilled clerical and responsible administrative work for the County Administrator, members of the Board of Supervisors and other County officials; does related work as required. Work is performed under general supervision. Supervision may be exercised over subordinate personnel.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Serving as primary clerical support to the County Administrator and Board of Supervisors; preparing and maintaining official records and minutes; preparing and maintaining detailed, complete, official and/or confidential records and files.

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

- Performs secretarial duties as requested by the County Administrator and Board of Supervisors.
- Prepares, types and distributes documents, letters and memoranda from typed or handwritten copy.
- Screens and routes or independently handles telephone calls and walk-in citizens.
- Handles correspondence for County Administrator and Board of Supervisors.
- Coordinates arrangements for meetings, conferences and workshops; notifies participants of details.
- Attends all regular and/or special meetings of the Board; prepares agendas and minutes for meetings of the Board of Supervisors; records and indexes minutes and maintains official minutes book.
- Researches and prepares FOIA requests.
- Maintains and schedules appointments; receives visitors for County Administrator.
- Completes follow-up work from Board meetings including preparing correspondence, action reports, extracts of actions and distributes to appropriate officials.
- Prepares and maintains official records; updates County Code Book; notarizes contracts, etc.
- Operates a variety of office, word and data processing equipment.
- Provides assistance to Department heads; codes bills for payment.
- Performs payroll for Administrator; prepares payroll summary sheet for Finance Department.
- Advises management team members of meetings and general information.
- Schedules employee functions and ensures that everything is planned and executed.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of standard office practices and procedures, equipment and office assistance techniques; thorough knowledge of business English, spelling and arithmetic; general knowledge of the sections of the Code of Virginia that apply to public advertising for the Board; ability to interpret and apply policies and procedures; ability to type, take and transcribe dictation accurately at a reasonable rate of speed; ability to communicate ideas effectively in both oral and written forms; ability to work independently in the absence of specific instructions; ability to meet the public effectively; ability to maintain confidential information; ability to establish and maintain effective working relationships with County officials, associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school supplemented by course work in secretarial science and extensive experience in clerical and

administrative work.

PHYSICAL REQUIREMENTS:

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

SPECIAL REQUIREMENTS:

None.

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

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

Pay Grade: 12

Approved as to form: _____ Date _____

Recommended by: _____ Date _____
Department Head

Approved: _____ Date _____
County Administrator

Approved by Board of Supervisors: June 2, 2004.



FLUVANNA COUNTY, VIRGINIA
 Department of Administration
 Job Description

DRAFT

EXECUTIVE ASSISTANT / CLERK TO THE BOARD OF SUPERVISORS - # 1091

FLSA Status: Exempt
Pay Grade: 17
Job Title ID: 1091
Reports To: County Administrator

SUMMARY

The Executive Assistant / Clerk to the Board of Supervisors serves as primary administrative support to the County Administrator and the Board of Supervisors. Responsible for assisting the Board of Supervisors, handling sensitive, confidential and controversial information, attending all Board meetings, preparing agendas, preparing ads and notices for public hearings and job openings, composing and generating correspondence, notices and reports, assists the County Administrator with special projects, and answering inquiries from the public. Position serves as the Records Officer (RO) for Board of Supervisors and County departments under the Virginia State Library and Archives program, as well as Freedom of Information Act (FOIA) Officer for the Board and County Departments. Performs work under the general supervision of the County Administrator with considerable latitude for independent judgement. May also exercise supervision over subordinate personnel.

ESSENTIAL FUNCTIONS

The Executive Assistant / Clerk of the Board performs numerous duties in fulfilling its charge to provide support to the County Administrator, the Board of Supervisors, and information to the public. Performs highly skilled and complex clerical and administrative work for the County Administrator, members of the Board of Supervisors and other County officials. The position serves as the clearinghouse for all matters requiring the review or executive action of the governing authorities of Fluvanna County. The Clerk provides processing and dissemination of all board directives, policies and laws of the County's legislative branch, and provides members of the public with agendas, notices of public hearings, access to public records and the opportunity to attend the open meetings of the Board of Supervisors and other special County meetings.

Executive Assistant / Clerk to the Board - 70%

- Performs secretarial duties and handles correspondence for the County Administrator and Board of Supervisors.
- Prepares, types and distributes documents, letters and memoranda from typed or handwritten copy.
- Screens and routes or independently handles telephone calls and walk-in citizens.
- Coordinates arrangements for meetings, conferences and workshops; notifies participants of details.
- Maintains and schedules appointments; receives visitors for County Administrator.
- Attends all Board of Supervisors meetings, recording minutes of decisions, actions and votes. Maintains permanent records of meetings. Sets up meeting room and notifies members of meeting location. Notifies appropriate department/agency of action affecting their area.
- Prepares Board agenda and notices for public hearings. Copies information/documents required and assembles/binds packets for designated members and attendees. Prepares ads/notices for meetings, job openings within the county.
- Completes follow-up work from Board meetings including preparing correspondence, action reports, extracts of actions and distributes to appropriate officials.
- Prepares and maintains official records; updates County Code Book; notarizes contracts, etc.

- Provides assistance to Department heads; advises management team members of meetings and general information.
- In concert with the County Administrator, prepares annual budget requests for Administration, Board of Supervisors, Reassessment, and County Attorney.
- Manages annual budget expenditures, tracks funds status, and codes accounts payable for payment.
- Manages Administration Department payroll; prepares payroll summary sheet for MUNIS system.
- Assists in scheduling and coordinating employee functions, as well as Board of Supervisors and County Administrator level awards.
- Manages the County's Community Service Awards Program; prepares Resolutions and Recognition Certificates.
- Maintains master database to manage board, commission, and committee member's information for appointments and reappointments; prepares associated Board packages for action.
- Distribute, track, collect, and submit Conflict of Interest forms for all Board and commission members as required by Virginia Conflict of Interest and Ethics Advisory Council and State Code.
- Manages the County website by reviewing information submissions, formatting content, and posting new and updated information and files.
- Manages Fluvanna Area News (FAN) Mail community email communications system and processes; determines and manages content; creates and distributes weekly FAN Mail.
- Manages room reservations and county calendars for meeting spaces, etc.
- Performs related tasks as required.

Records Administrator - 20%

- Oversees the County-wide records management program to include the storage, retrieval, retention, and disposition of public records.
- Ensures that procedures provide direction on complying with mandated records management functions.
- Provides training to, and routinely educates, staff on records management procedures.
- Identifies essential and archival records and ensures that those records are properly maintained, protected, and accessible.
- Coordinates the development of a records emergency response plan for the protection/recovery of records in the event of a disaster.
- Works with departments, including Information Technology, to identify and implement electronic records solutions and participate in decisions concerning records reformatting.
- Conducts, coordinates, and records audits to ensure compliance with Library of Virginia–approved records retention and disposition schedules and agency procedures.

FOIA Officer - 10%

- Serves as the County FOIA Officer and as the point of contact for members of the public in requesting public records and to coordinate the public body's compliance with the provisions of FOIA
- Researches and prepares responses to FOIA requests.
- Possesses specific knowledge of the provisions of FOIA and receives annual training from the County Attorney or the Virginia Freedom of Information Advisory Council.
- Maintains posted FOIA rights and responsibilities documents on the County website.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Comprehensive knowledge of standard office practices and procedures, equipment, and office techniques.
- Thorough knowledge of business English, spelling and arithmetic.
- General knowledge of the sections of the Code of Virginia that apply to public advertising for the Board and legislative processes related to local government.
- Principles and practices of public administration management practices and procedures.

- Awareness of budget development and management principles, and local government purchasing processes.
- Relevant federal and state laws, county ordinances, and department policies and procedures.
- General laws and administrative policies governing financial practices and procedures.
- Information technology services, including website content management and posting.
- Human relations and communications to instruct, motivate and evaluate professional employees.
- Problem solving; prioritizing and planning; conducting research and preparing reports.
- Operation and use of common office equipment including personal computers and copiers, and job-related software programs.
- Establish and maintain effective working relationships with the Board, department heads, and the public.
- Meet the public to discuss problems and complaints.
- Interpret and apply policies and procedures; analyze problems and develop specific alternative solutions.
- Communicate ideas effectively in both oral and written forms.
- Work independently and take initiative in the absence of specific instructions.
- Maintain confidential information.
- Plan, organize, direct and evaluate the work of subordinate employees.
- Thrive in fast-paced, high-stress environments.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Any combination of education and experience equivalent to a Bachelor’s degree in business, public administration or administrative support technology, as well as a minimum of five years’ experience in increasingly responsible administrative work. Prefer administrative work experience in local government and certification as a Certified Municipal Clerk.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Must be available to work evenings for board meetings and work sessions, as well as occasional special community meetings and gatherings.

POST-OFFER REQUIREMENTS

- Background check

Recommended by:	Approved as to form:	Approved:
Department Head Date	Human Resources Manager Date:	County Administrator Date:

Approved by Board of Supervisors on _____.

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

MEETING DATE:	Oct. 5, 2016				
AGENDA TITLE:	Updated Fluvanna County FY17 Salary Schedule and Schematic List of Classes				
MOTION(s):	<p>I move the Board of Supervisors approve an updated FY17 Salary Schedule and Schematic List of Classes with the following changes:</p> <ul style="list-style-type: none"> • Increase the Minimum Base Salary for Pay Band 17 from \$47,224 to \$47,476 • Increase the Mid-Range Salary for Pay Band 17 from \$58,868 to \$58,994 • Move the CSA Program Manager, Job Class 1711, from Pay Band 17, to CSA Coordinator, Job Class 1711, Pay Band 14 • Move the Administrative Assistant/Clerk of the Board, Job Class 1091, from Pay Band 13, to Executive Assistant/Clerk of the Board, Job Class 1091, Pay Band 17 • Move the Chief Deputy Treasurer, Job Class 1451, from Pay Band 14 to Pay Band 17 • Move the Chief Deputy Commissioner of the Revenue , Job Class 1551, from Pay Band 14 to Pay Band 17 • Move the Chief Deputy Clerk, Job Class 1851, from Pay Band 14 to Pay Band 17 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Gail Parrish, HR Manager				
PRESENTER(S):	Gail Parrish, HR Manager				
RECOMMENDATION:	approval				
TIMING:	October 5, 2016				
DISCUSSION:	<p>Every year in October, the HR department reviews and updates the Salary Scale and Job Class Schematic in relation to any changes in regulations, job market and position changes.</p> <p>The primary change for the Salary Scale is the new DOL Exempt regulation which goes into effect December 1, 2016, all exempt employees must make a minimum of \$913 per week or \$47,476 annually. The minimum salary for pay band 17, where the exempt position begin, is \$ 47,224 annually, therefore it is proposed to adjust the pay band 17 up to the DOL Exempt minimum wage. No other minimum or</p>				

	<p>maximum adjustment to the Salary Scale is recommended.</p> <p>Several positions have been reviewed, and new job descriptions have been presented, these recommendations have been included into the proposed Job Class Schematic.</p> <p>The CSA Program Manager position, Pay Band 17, is being changed to CSA Coordinator, Pay Band 14.</p> <p>Job descriptions for the Admin. Assistant/Clerk to the Board and the Chief Deputy positions meet the Exempt status. Recommend moving them to the first band for Exempt status (17).</p>				
FISCAL IMPACT:	\$0				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Proposed FY17 Salary Schedule and Schematic List of Classes				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	COAD

Fluvanna County, Virginia

CHANGES IN RED

Annual Full-Time Salaries and Hourly Rates (based on 2080 hours per year)

Pay Band	Minimum	Mid-Range	Maximum
1	\$19,240 9.25	\$22,496 10.82	\$25,752 12.38
2	\$19,760 9.50	\$23,589 11.34	\$27,417 13.18
3	\$20,800 10.00	\$24,995 12.02	\$29,190 14.03
4	\$21,320 10.25	\$26,208 12.60	\$31,096 14.95
5	\$22,360 10.75	\$27,735 13.33	\$33,110 15.92
6	\$24,960 12.00	\$30,119 14.48	\$35,278 16.96
7	\$25,584 12.30	\$31,570 15.18	\$37,555 18.06
8	\$26,208 12.60	\$33,108 15.92	\$40,008 19.23
9	\$27,040 13.00	\$34,827 16.74	\$42,614 20.49
10	\$31,200 15.00	\$38,287 18.41	\$45,373 21.81
11	\$32,240 15.50	\$40,285 19.37	\$48,329 23.24
12	\$34,736 16.70	\$43,099 20.72	\$51,461 24.74
13	\$37,440 18.00	\$46,126 22.18	\$54,811 26.35
14	\$40,040 19.25	\$48,741 23.43	\$59,260 28.49
15	\$41,642 20.02	\$51,905 24.95	\$62,169 29.89

Pay Band	Minimum	Mid-Range	Maximum
16	\$45,024 21.65	\$55,611 26.74	\$66,198 31.83
17	\$47,476 22.83	\$58,994 28.36	\$70,512 33.90
18	\$50,290 24.18	\$62,690 30.14	\$75,089 36.10
19	\$53,562 25.75	\$66,767 32.10	\$79,972 38.45
20	\$57,040 27.42	\$71,112 34.19	\$85,184 40.95
21	\$60,746 33.59	\$75,724 43.61	\$90,703 43.61
22	\$64,705 31.11	\$80,660 38.78	\$96,615 46.45
23	\$68,915 33.13	\$85,896 41.30	\$102,878 49.46
24	\$73,399 35.29	\$91,489 43.99	\$109,579 52.68
25	\$71,053 34.16	\$93,874 45.13	\$116,696 56.10
26	\$75,670 36.38	\$99,971 48.06	\$124,273 59.75
27	\$80,600 38.75	\$106,476 51.19	\$132,353 63.63
28	\$85,821 41.26	\$113,390 54.51	\$140,959 67.77
29	\$91,416 43.95	\$120,775 58.06	\$150,134 72.18
30	\$97,344 46.80	\$128,612 61.83	\$159,879 76.86

Spec. Seasonal Time Keepers \$15.00 per game
 Spec. Seasonal Referees \$25.00 per game

FY17 SCHEMATIC LIST OF CLASSES

Proposed: October 5, 2016

Fluvanna County, Virginia

CHANGES IN RED

Annual Full-Time Salaries and Hourly Rates

Notes

Pay Band	Job Class	Position Title	Minimum	Mid-Range	Maximum
NON-EXEMPT POSITIONS					
1			\$19,240	\$22,496	\$25,752
	8871	Library Aid, PT/Temp	\$9.25	\$10.82	\$12.38
2			\$19,760	\$23,589	\$27,417
	1450	Clerk, PT/Temp	\$9.50	\$11.34	\$13.18
	1612	Registrar Assistant, PT/Temp			
3			\$20,800	\$24,995	\$29,190
	3161	Grounds Worker, PT/Temp	\$10.00	\$12.02	\$14.03
	8851	Library Assistant, PT/Temp			
4			\$21,320	\$26,208	\$31,096
	4131	Facilities Assistant/Temp	\$10.25	\$12.60	\$14.95
5			\$22,360	\$27,735	\$33,110
	3461	Convenience Ctr Worker/ PT Temp	\$10.75	\$13.33	\$15.92
	9999	Camp Counselor, Seasonal			
6			\$24,960	\$30,119	\$35,278
	3431	Convenience Center Manager	\$12.00	\$14.48	\$16.96
	4132	Museum Attendant (PT)			
	6111	Records Administrator			
	6112	Receptionist, PT/Temp			
7			\$25,584	\$31,570	\$37,555
	1611	Assistant Registrar	\$12.30	\$15.18	\$18.06
	3171	Maintenance Worker			
	8831	Library Clerk (FT)			
8			\$26,208	\$33,108	\$40,008
	4111	Recreation Program Specialist	\$12.60	\$15.92	\$19.23
9			\$27,040	\$34,827	\$42,614
	1123	Program Support Assistant, PT/Temp	\$13.00	\$16.74	\$20.49
	1411	Deputy Treasurer I			
	1811	Deputy Clerk I			
	2011	Program Support Assistant - Building Inspections			
	3151	Maintenance Technician			
	3611	Utilities System Operator - Trainee			
	6211	Communications Officer (911 Center)			
	6221	Communications Officer, PT Temp (911 Center)			
10			\$31,200	\$38,287	\$45,373
	1021	Senior Program Support Assistant - Public Works	\$15.00	\$18.41	\$21.81
	1022	Senior Program Support Assistant - Planning			
	1420	Deputy Treasurer II			
	1531	Deputy Commissioner II - IT Specialist			
	1531	Deputy Commissioner II			
	1821	Deputy Clerk II			
	2016	Secretary/Receptionist			
11			\$32,240	\$40,285	\$48,329
	1051	Administrative Program Specialist - Parks & Rec	\$15.50	\$19.37	\$23.24
	1052	Administrative Assistant - Sheriff			
	1321	Financial Services Technician			

Pay Band	Job Class	Position Title	Minimum	Mid-Range	Maximum
	1430	Deputy Treasurer III			
	1511	Deputy Commissioner III - Mapping Technician			
	1831	Deputy Clerk III			
	3531	Utilities System Operator			
	6251	Communications Supervisor (911 Center)			
12			\$34,736 \$16.70	\$43,099 \$20.72	\$51,461 \$24.74
	3181	Facilities Maintenance Specialist			
	3371	Grounds Supervisor			
	3391	Buildings Supervisor			
	3631	Utilities Specialist			
	4151	Programs Supervisor			
	6281	Operations Coordinator (911 Center)			
	6512	Accreditation Manager, PT			
13			\$37,440 \$18.00	\$46,126 \$22.18	\$54,811 \$26.35
	1081	Paralegal/Legal Assistant			
	1091	Administrative Assistant/Clerk to the Board			
	2111	Codes Inspector - Code Enforcement Officer			
	3431	Convenience Ctr. Mgr - Recycle Coordinator			
	6511	Deputy Sheriff - Patrol, Courts, ACO, SRO - 84 hr per pay period positions/ OT at 86 hrs			
			<u>84 hr per pay Minimum</u>		
			Non-LEO Cert	LEO Cert	
			\$37,440	\$39,312	
			\$17.14	\$18.00	
14			\$40,040 \$19.25	\$48,741 \$23.43	\$59,260 \$28.49
	1451	Chief Deputy Treasurer			
	1551	Chief Deputy Commissioner of the Revenue			
	1711	CSA Coordinator			
	1851	Chief Deputy Clerk			
	2211	Codes Inspector - Building & Site Inspector			
	2350	Planner			
	6551	Deputy Sheriff - Investigator			
15			\$41,642 \$20.02	\$51,905 \$24.95	\$62,169 \$29.89
	1381	Purchasing Officer			
	1122	IT Systems Engineer			
	1711	Victim/Witness Manager			
	2112	Codes Inspector - E&S Plans Reviewer			
	3550	Water System Supervisor			
	6571	Deputy Sheriff - Sergeant of Investigations			
	6571	Deputy Sheriff - Sergeant			
16			\$45,024 \$21.65	\$51,905 \$24.95	\$66,198 \$31.83
	2351	Senior Planner			
	6591	Deputy Sheriff - Lieutenant			
EXEMPT POSITIONS					
17			\$47,224 22.70	\$58,868 28.30	\$70,512 \$33.90
	1091	Executive Assistant / Clerk to the Board			
	1351	CSA Program Manager			
	1385	Management Analyst			
	1451	Chief Deputy Treasurer			
	1551	Chief Deputy Commissioner of the Revenue			
	1851	Chief Deputy Clerk			
			\$47,476	\$58,994	
			\$22.83	\$28.36	
18			\$50,290 \$24.18	\$62,690 \$30.14	\$75,089 \$36.10
	1130	Human Resources Manager			
	1600	Registrar			
	2250	Building Official			
	3680	Assistant Public Works Director			
	6291	Director of Communications (911 Center)			
	6651	Deputy Sheriff - Captain, Administration			
	8800	Library Director			

Notes

Remove (Move from 13 to 17)

Remove (Move from 14 to 17)

Remove (Move from 14 to 17)

Add (Move from 17 to 14)

Remove (Move from 14 to 17)

Add (Move from 13 to 17)

Remove (Move from 17 to 14)

Add (Move from 14 to 17)

Add (Move from 14 to 17)

Add (Move from 14 to 17)

Notes

Pay Band	Job Class	Position Title	Minimum	Mid-Range	Maximum
	9410	Emergency Services Coordinator			
19			\$53,562 \$25.75	\$66,767 \$32.10	\$79,972 \$38.45
20			57,040.00 \$27.42	71,112.00 \$34.19	85,184.00 \$40.95
	6671	Deputy Sheriff- Captain, Field Operations			
21			\$60,746 \$29.20	\$75,724 \$36.41	\$90,703 \$43.61
	1120 4290	Director of Information Technology Director of Parks and Recreation			
22			\$64,705 \$31.11	\$80,660 \$38.78	\$96,615 \$46.45
	2390	Planning and Zoning Administrator			
23			\$68,915 \$33.13	\$79,252 \$38.10	\$102,878 \$49.46
	1000 3690	Director of Community & Economic Development Director of Public Works / County Engineer			
24			\$73,399 \$35.29	\$91,489 \$43.99	\$109,579 \$52.68
	1191	Deputy County Administrator/ Finance Director			
25			\$74,605 \$35.87	\$95,651 \$45.99	\$116,696 \$56.10
	1750	Assistant Commonwealth's Attorney			
26			\$79,454 \$38.20	\$91,372 \$43.93	\$124,273 \$59.75
	1490 1590 1890 6690	Treasurer Commissioner of the Revenue Clerk of Circuit Court Sheriff			
27			\$84,630 \$40.69	\$108,491 \$52.16	\$132,353 \$63.63
28			\$91,112 \$43.80	\$115,535 \$55.55	\$140,959 \$67.77
29			\$95,987 \$46.15	\$123,061 \$59.16	\$150,134 \$72.18
30			\$102,211 \$49.14	\$131,045 \$63.00	\$159,879 \$76.86
	1790	Commonwealth's Attorney			

Notes: Spec. Class **Seasonal Time Keepers** \$15.00 per game
 Spec. Class **Seasonal Referees** \$25.00 per game

Summary of FY17 Pay Band / Schematic Changes

Pay Band	Job Class	Action	Position Title	Dept	Reason
13	1091	DELETE	Administrative Assistant/Clerk to the Board	COAD	Position change and add'l duties; Pay Band 13 to 17
14	1711	ADD	CSA Coordinator	DCA/Finance	Position change from Program Manager to Coordinator; Pay Band 17 to 14
14	1451 1551 1851	DELETE	Chief Deputy Treasurer Chief Deputy Commissioner of the Revenue Chief Deputy Clerk	Treasurer COR Clerk	All are exempt positions; Move from Pay Band 14 to 17 meet new Dept of Labor minimum salary requirement.
17	ALL	NEW	ALL		Increased the minimum to the new DOL required minimum of \$47,476 for Exempt employees salary
17	1351	DELETE	CSA Program Manager	DCA/Finance	Position change from Program Manager to Coordinator; Pay Band 17 to 14
17	1091	ADD	Executive Assistant/Clerk to the Board	COAD	Position change and add'l duties; Pay Band 13 to 17
17	1451 1551 1851	ADD*	Chief Deputy Treasurer Chief Deputy Commissioner of the Revenue Chief Deputy Clerk	Treasurer COR Clerk	All are exempt positions; Move from Pay Band 14 to 17 meet new Dept of Labor minimum salary requirement.

* No Employee Salary Adjustment proposed; all current salaries are within the proposed salary ranges.

Fluvanna County, Virginia

CHANGES IN RED

Annual Full-Time Salaries and Hourly Rates (based on 2080 hours per year)

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25	\$71,053 34.16	\$93,874 45.13	\$116,696 56.10
26	\$75,670 36.38	\$99,971 48.06	\$124,273 59.75
27	\$80,600 38.75	\$106,476 51.19	\$132,353 63.63
28	\$85,821 41.26	\$113,390 54.51	\$140,959 67.77
29	\$91,416 43.95	\$120,775 58.06	\$150,134 72.18
30	\$97,344 46.80	\$128,612 61.83	\$159,879 76.86

Spec. Seasonal Time Keepers \$15.00 per game
 Spec. Seasonal Referees \$25.00 per game

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Deed of Gift from Fluvanna Rescue Squad – 90 Rescue Ln, Palmyra VA 22963				
MOTION(s):	<p>Motion#1: I move the Board of Supervisors approve the Deed of Gift of 90 Rescue Ln, Palmyra, Virginia, 22963 designated on the tax maps of the County of Fluvanna, Virginia as Tax Map Parcel 30-A-110A, for no consideration, as a gift only, and authorize the County Administrator to execute the Deed of Gift, subject to approval as to form by the County Attorney.</p> <p>Motion#2: I move the Board of Supervisors approve the costs for legal, title and survey with an amount not to exceed \$2,000, with funding to come from the BOS Contingency.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The Board of Supervisors agreed at their August 17, 2016 meeting to proceed with the Deed of Gift for the building at 90 Rescue Ln, Palmyra, VA 22963 utilized by Fluvanna Rescue Squad, Inc. and the EMS Contract Crew. • The County has been in the process of working back and forth with Fluvanna Rescue Squad, Inc. and attorneys for transferring ownership of the Palmyra Rescue Building to the County. • A survey has been completed on the property and is being incorporated into the Deed of Gift. • All documents have been reviewed and approved by an attorney representing Fluvanna Rescue Squad, Inc. and the President of Fluvanna Rescue Squad, Inc. • Approving the Deed of Gift will formally transfer ownership of the building located at 90 Rescue Ln, Palmyra VA 22963 to the County of Fluvanna. • As previously discussed, Public Works has determined that the estimated costs to get the Palmyra Rescue Building up to standards will cost ~\$105K. • The Board of Supervisors approved \$50K for repairs at the September 7, 2016 meeting. • Future repair funding will be budgeted in the FY18 CIP. 				

FISCAL IMPACT:	Acquiring this property will increase the County ongoing maintenance and utility costs. In addition, there have been some upfront additional costs for legal, title and survey.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none">• Deed of Gift• Survey				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX			

Prepared by: Barbara Wright Goshorn, VSB #20484
Return To: County of Fluvanna
PO Box 540
Palmyra, VA 22963
Tax Map: 30-A-110A
Title Insurance: Chicago Title Insurance Company

THIS DEED OF GIFT, made and entered into this 23rd day of September, 2016, by and between **FLUVANNA RESCUE SQUAD, INCORPORATED**, a Virginia nonstock corporation, and **THE COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 540, Palmyra, Virginia 22963.

WITNESSETH:

That, for no consideration, as a gift only, the Grantor does hereby give, grant and convey with **SPECIAL WARRANTY OF TITLE** to the Grantee, the following described real estate, to-wit:

All that certain lot or parcel of land, with improvements thereon and appurtenances thereunto pertaining, situated in the County of Fluvanna, Virginia, on the east side of State Route No. 661, and containing 2.018 acres, more or less, shown as Lot 4 on a plat by Old Albemarle Surveying, LLC, dated September 2, 2016, attached hereto and incorporated herein by reference; **BEING** the property conveyed to the Grantor by deed from T. E. Wood and Ann Wood, his wife, dated October 3, 1983, recorded December 29, 1983 in the aforesaid Clerk's Office in Deed Book 153, page 349.

The property is known by present street numbering as 90 Rescue Lane, Palmyra, Virginia 22963.

This conveyance is made expressly subject to reservations, restrictions, conditions, rights-of-way, and easements, contained in duly recorded deeds, plats and other instruments

constituting constructive notice in the chain of title to the property conveyed herein which have not expired by limitation of time contained therein or have not otherwise become ineffective.

The signature of _____ is affixed hereto to

evidence acceptance of this deed by the County of Fluvanna, in accordance with Va. Code Ann. § 15.2-1803.

WITNESS the following signatures and seals:

FLUVANNA RESCUE SQUAD,
INCORPORATED

By _____ (SEAL)
James W. Stafford, President

STATE OF VIRGINIA,
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by James W. Stafford, President of Fluvanna Rescue Squad, Incorporated, on behalf of the corporation.

My commission expires: _____.

[NOTARY SEAL]

Notary Public

THE COUNTY OF FLUVANNA, a political
subdivision
of the Commonwealth of Virginia

By _____ (SEAL)
Its: _____

STATE OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2016 by _____, _____, on behalf of The
County of Fluvanna, a political subdivision of the Commonwealth of Virginia.

My commission expires: _____.

[NOTARY SEAL] _____ Notary Public

Approved as to form:

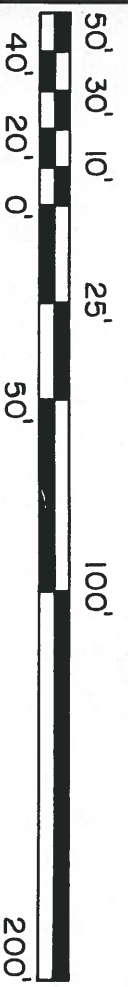
Frederick W. Payne
County Attorney

**PLAT SHOWING
BOUNDARY & PHYSICAL SURVEY OF
LOT 4**

T. E. WOOD LOTS
KNOWN AS 90 RESCUE LANE
LOCATED JUST NORTH OF PALMYRA
PALMYRA DISTRICT
FLUVANNA COUNTY
VIRGINIA

FOR
COUNTY OF FLUVANNA

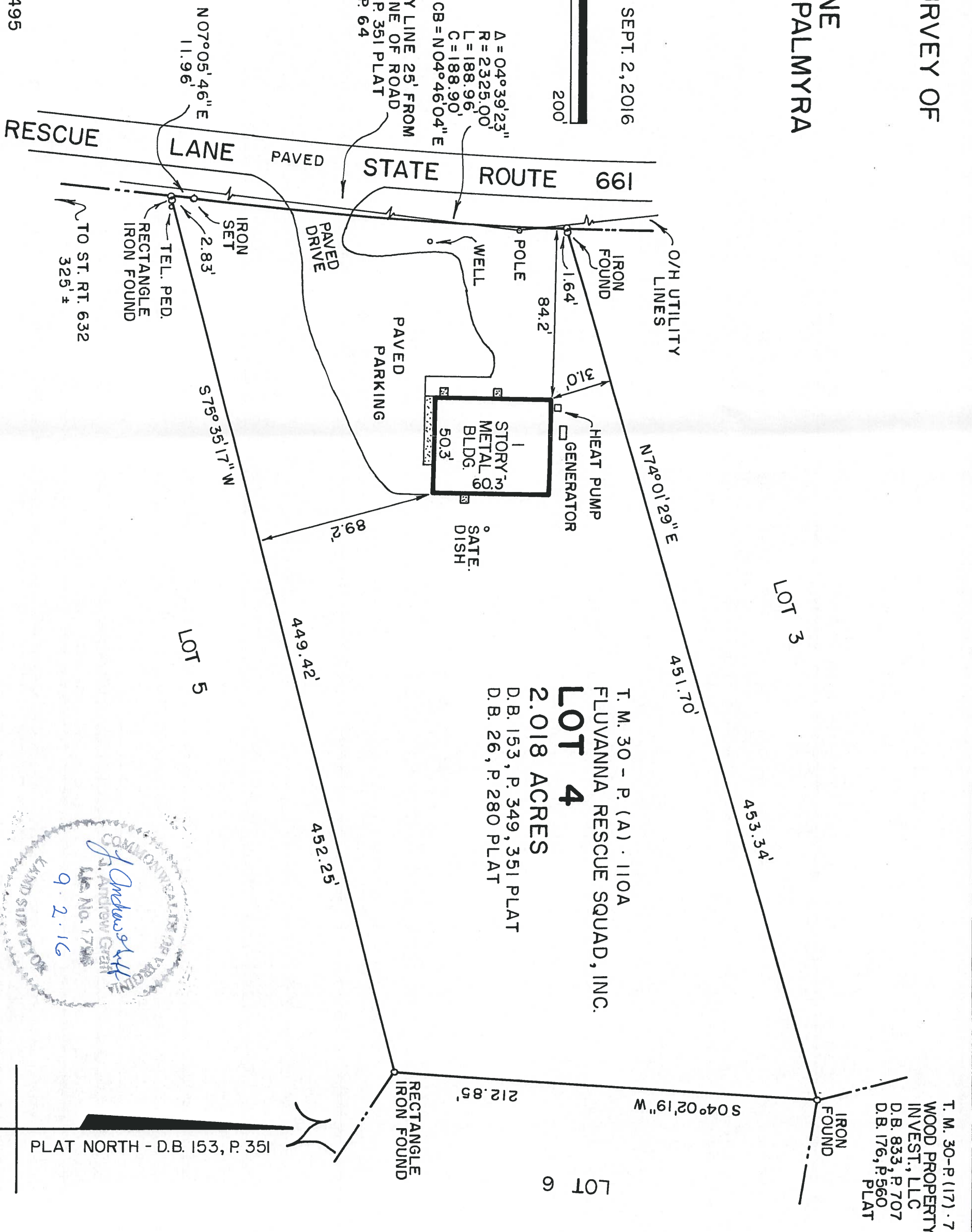
SCALE : 1" = 50' DATE : SEPT. 2, 2016



OLD ALBEMARLE SURVEYING, LLC
700 EAST HIGH STREET
CHARLOTTEVILLE, VIRGINIA 22902

PROPERTY LINE 25' FROM
CENTERLINE OF ROAD
D.B. 153, P. 351 PLAT
D.B. 82, P. 64

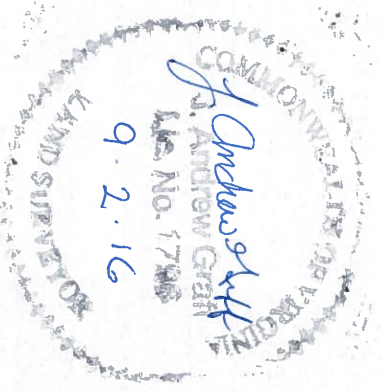
$\Delta = 04^{\circ}39'23''$
 $R = 2325.00'$
 $L = 188.96'$
 $C = 188.90'$
 $CB = N04^{\circ}46'04'' E$



T. M. 30 - P. (A) - 110A
FLUVANNA RESCUE SQUAD, INC.
LOT 4
2.018 ACRES
D.B. 153, P. 349, 351 PLAT
D.B. 26, P. 280 PLAT

T. M. 30-P(17) - 7
WOOD PROPERTY
INVEST., LLC
D.B. 833, P. 707
D.B. 176, P. 560
PLAT

- NOTES :
1. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
 2. LOT 4 DOES NOT LIE IN ZONE A (SPECIAL FLOOD HAZARD AREA) ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 510058 0160 D.
 3. TITLE REPORT BY CHICAGO TITLE INSURANCE CO., COMMITMENT NO. 61356, DATED 8/22/2016.
 4. LOT 4 IS SUBJECT TO :
A. 30' R/W TO VEPCO - D.B. 203, P. 495



PLAT NORTH - D.B. 153, P. 351

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: October 7, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, September 21, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for Sept 21, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
September 21, 2016
Work Session 4:00pm
Regular Meeting 7:00 pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District (*Arrived at 4:04pm*)
Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Eric Dahl, Deputy County Administrator / Finance Director
Martin Brookhart, Management Analyst
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER WORK SESSION

At 4:00pm, Chair Sheridan called the Work Session of September 21, 2016 to order.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

WORK SESSION DISCUSSION ITEMS

Mr. Nichols, County Administrator, introduced the Work Session topics of Revenue Enhancement and Expense Reductions. Staff reviewed various alternatives and received direction from the Board regarding additional data needs and timelines for further review of the options.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 6:12pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, and Legal Matters. Mr. O'Brien seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, Sheridan, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:02pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

RECONVENE IN OPEN SESSION

CALL TO ORDER

At 7:03 pm Chair Sheridan, reconvened the September 21, 2016 Regular Meeting into Open Session.

ADOPTION OF AGENDA

MOTION

Mrs. Booker moved to accept the Agenda, as presented, for the September 21, 2016 Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Redesigned Monthly Building Inspections Report Prepared by Amy Helfrich
- Annual Employee Recognition Dinner
 - Day/Date: Thursday, October 6, 2016
 - Location: Cunningham Creek Winery
 - Time: 4:00 - 6:00 pm • Dinner Served: 4:30 - 5:30 pm • Award Presentations: 5:00 pm
 - Formal Presentations: 2016 P.R.I.D.E. In Public Service Awards, Service Awards
- VDOT installed black & white "barber pole" road markers near Budget Electric & Mechanical on Rt 15 in Palmyra
- Next BOS Meetings:
 - Wed, Oct 5, 4:00 PM, Regular Meeting Courtroom
 - Wed, Oct 19, 4:00 PM, Work Session, Courtroom; 7:00 PM, Regular Meeting, Courtroom
 - Wed, Nov 2, 4:00 PM Regular Meeting Courtroom
 - Wed, Nov 16, 7:00 PM, Regular Meeting, Courtroom

BOARD OF SUPERVISORS UPDATES

Sheridan— Elected Officials Breakfast, FLDP Tour.

Booker— JABA Executive Board, Partnership For Aging, Elected Officials Breakfast.

Eager— 9/11 Memorial at Lake Monticello Fire Department, Elected Officials Breakfast, Economic Development Roundtable.

O'Brien—9/11 Memorial at Lake Monticello Fire Department, Elected Officials Breakfast, Economic Development Roundtable.

Weaver— CVRJ.

Chair Sheridan took a moment to thank Delegates Bell and Ware and representatives for Senator Garrett and Congressman Hurt, who attended the Fluvanna County Elected Officials Breakfast.

PUBLIC COMMENTS #1

At 7:13pm Chair Sheridan opened the first round of Public Comments.

Andrew Pullen, 553 Plain Dealing Road, spoke on taxation and land use.

Following, and in response to Mr. Pullen's comments, Mr. O'Brien clarified a personal issue involving personal property taxes, noting that the issue had been corrected.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 8:03pm.

PUBLIC HEARING

Ordinance Amendment – Vehicle License Fees – Steven M. Nichols, County Administrator, brought forward a request to amend the County Code to clarify vehicle licensing fees.

At 7:17pm Chair Sheridan opened the Public Hearing.

There being no one wishing to speak, the Public Hearing was closed at 7:17pm

With no discussion,

MOTION

Mrs. Eager moved the Board of Supervisors approve, "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 15-2-2 OF THE FLUVANNA COUNTY CODE TO CLARIFY THAT VEHICLE LICENSE FEES ARE ONLY REQUIRED FOR VEHICLES THAT ARE REGISTERED BY THE DEPARTMENT OF MOTOR VEHICLES." Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

ACTION MATTERS

FY17 Staff Pay Plan – Steven M. Nichols, County Administrator

MOTION

Mrs. Booker moved the Board of Supervisors approve an updated FY17 Pay Plan, Option A, with a transfer of \$13,740 in additional funding to come from FY17 BOS Contingency. Mr. O'Brien seconded and the motion passed 3-2. AYE: Sheridan, Booker, O'Brien. NAY: Eager, Weaver. ABSENT: None.

Position Description Changes for Commonwealth's Attorney Office—Gail Parrish, Human Resources Coordinator

MOTION

Mrs. Booker moved to approve the following position description revisions and pay band changes:

- FROM: Legal Secretary – Position 1071, band 12, \$34,736
- TO: Receptionist/Secretary – Position 1023, band 10, \$31,200
- FROM: Assistant Commonwealth Attorney – Position 1750, band 22, \$64,705
- TO: Assistant Commonwealth Attorney – Position 1750, band 25, \$74,605
- FROM: Victims Witness Coordinator - Position 1711, band 13, 37,440
- TO: Victims Witness Coordinator - Position 1711, band 15, \$41,642

with the potential funding increase of \$1,000 to come from the FY17 Personnel Contingency Fund. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

PRESENTATIONS

FUSD FY16 End-of-Year Report—Wayne Stephens, Director of Public Works and County Engineer, gave an end-of-year report on the Fork Union Sanitary District's (FUSD) finances. Mr. Stephens reported that FUSD ended the fiscal year with a positive financial position and was able to repay \$18,000 of its loan from the County.

FY16 4th Quarter Budget Report—Eric Dahl, Deputy County Administrator and Finance Director, provided the Board with the FY16 4th Quarter Budget Report.

Highlights of the update included:

- All Departments within budget, with 90-100% of authorizations expended
- Operations and Debt Budget Summary
 - \$1.67 Million balance remaining (excluding any FCPS or enterprise funds remaining)
- FY16 Surplus Options
 - Return funds to Unrestricted Fund Balance; Carryover Requests; Building Security Updates; MUNIS Modules/Training; Registrar Election Support; Mini-Excavator (FUSD/PW); Paving of PG Road to Soccer/Ball Fields; PG Advertising Sign; Website Upgrades (General/Business/Tourism); County Code Web Work (e.g. MuniCode), etc.
 - Options will be presented at a future BOS Meeting.

Timber Management Plan—Wayne Stephens, Director of Public Works & County Engineer, and Will Shaw, Assistant Director of Public Works, appeared before the Board to give an overview of a Timber Management Plan with County-owned timberland. Following comprehensive discussion of the benefits of such a program and engaging a Timber Agent to help the County navigate timber sales, the Board decided to provide formal approval for action even though the item had been on the Presentations agenda.

MOTION

Mr. Weaver moved the Board of Supervisors approve the Timber Management Plan for the Community Center and Fork Union Fire House property and for the Convenience Center property owned by the County of Fluvanna, as presented. Mrs. Booker offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

CONSENT AGENDA

The following items were discussed before approval:

Accounts Payable, August 2016—Eric Dahl, Deputy County Administrator and Finance Director
Fire and Rescue Vehicle Maintenance Contract—Cyndi Toler, Purchasing Officer

The following items were approved under the Consent Agenda for September 21, 2016:

Minutes of September 7, 2016—Kelly Belanger Harris, Clerk of the Court
Accounts Payable, August 2016—Eric Dahl, Deputy County Administrator and Finance Director
FY17 County Administrator Pay Increase—Gail Parrish, Human Resources Manager
Fire and Rescue Vehicle Maintenance Contract—Cyndi Toler, Purchasing Officer
Open Space Contract for Steve B. & Shirley Austin—Andrew M. Sheridan, Commissioner of the Revenue
Open Space Contract for Brema Excess, Ltd. —Andrew M. Sheridan, Commissioner of the Revenue
Open Space Contract for Michael & Ann Nalvaeiko—Andrew M. Sheridan, Commissioner of the Revenue
Open Space Contract for Manuel V. & Barbara A. Perrotti—Andrew M. Sheridan, Commissioner of the Revenue

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for September 21, 2016, and ratified Accounts Payable and Payroll for August 2016, in the amount of \$2,319,270.30. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, and Weaver. NAY: None. ABSENT: None

UNFINISHED BUSINESS

Mr. O'Brien brought forward a request related to the pending Davenport and Co, LLC suit.

MOTION

Mr. O'Brien moved that the Board of Supervisors authorize the County Attorney and Douglas M. Palais, and their respective present and prior firms, to waive the attorney-client privilege and attorney work product limitations to the extent of allowing them to answer the 35 attached questions, together with reasonable follow-up questions, as may be appropriate to allow them to defend themselves in the litigation pending in the circuit court of the City of Richmond under style of Davenport & Co., LLC, v. Payne, et al. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: None

Summary of Questions to which objection was made:

- 1) Was there some reason the Original Complaint had to be signed while Doug Palais was out of the office, some deadline or time sensitivity?
- 2) Who drafted the Complaint?
- 3) What portion of the Complaint did each attorney prepare?
- 4) What factual investigation did Doug Palais or Fred Payne perform prior to filing the Fluvanna Complaint?
- 5) Did Fred Payne or Doug Palais interview anyone prior to filing the Complaint?
- 6) Did Fred Payne or Doug Palais review Board minutes prior to filing the Complaint?
- 7) What documents did Fred Payne or Doug Palais review?
- 8) What persons did Fred Payne or Doug Palais interview?
- 9) What conversations occurred between counsel prior to filing the lawsuit?
- 10) What research did the attorneys perform prior to filing?
- 11) Was there any requirement of the County that Fred Payne must sign the lawsuit?
- 12) Did Payne or Palais ever speak with Cabell Laughton before filing the original Complaint?
- 13) Which attorneys were responsible for investigating the case?
- 14) Did you ever ask Fred Payne if he have authority to speak for the Board of Supervisors?
- 15) Do you know who wrote paragraph 30?
- 16) What have you done to find out who wrote paragraph 30?
- 17) What was done to investigate the allegations in paragraph 30?
- 18) What did Melissa Connor do to prepare Doty for his deposition?
- 19) What is Mr. Palais' personal knowledge of the factual basis of the lawsuit?
- 20) Similar questions concerning Amended Complaint – who drafted the amendment?
- 21) Did Payne and Palais become aware of misstatement in the Amended Fluvanna lawsuit?
- 22) Was there political motivation behind the filing of the Fluvanna Complaint?
- 23) Did you draft paragraph 30 of the complaint and/or amended complaint?
- 24) What did you do to ensure the accuracy of paragraph 30 of the complaint and amended complaint?
- 25) Do you have independent knowledge of the conversation between Rose and Lawton?
- 26) Did you discuss the allegations of the complaint and/or amended complaint with Mr. Payne?
- 27) Did anyone conduct an investigation in response to the production of Cabell Lawton's affidavit?
- 28) Did Cabell Lawton's affidavit cause you concern?
- 29) What are the bases of paragraph 30 in the complaint and/or amended complaint?

- 30) Do you know if Mr. Payne knows the bases of paragraph 30 in the complaint and/or amended complaint?
- 31) Do you know if Krissy Hoffman knows the bases of paragraph 30 in the complaint and/or amended complaint?
- 32) Melissa Connor’s personal knowledge of the preparation of the expert designation?
- 33) Doug’s personal knowledge of the preparation of the expert designation?
- 34) Did Doug review the tapes?
- 35) Corbin Stone’s role or involvement in the drafting of pleadings?

NEW BUSINESS

Mrs. Eager requested a review of the County Code, particularly Chapter 10 – Garbage, to better define certain aspects of definitions within. Mr. Nichols noted that a revision of the Code is already underway in the Planning Department.

Chair Sheridan reported that VDOT will assume responsibility for cutting grass in the new Fork Union Streetscape project areas.

PUBLIC COMMENTS #2

At 8:46pm Chair Sheridan opened the second round of Public Comments. Cheryl Elliott, Emergency Services Coordinator, updated the Board on the status of the E911 Dispatch Center. With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 8:47pm.

ADJOURN

MOTION:

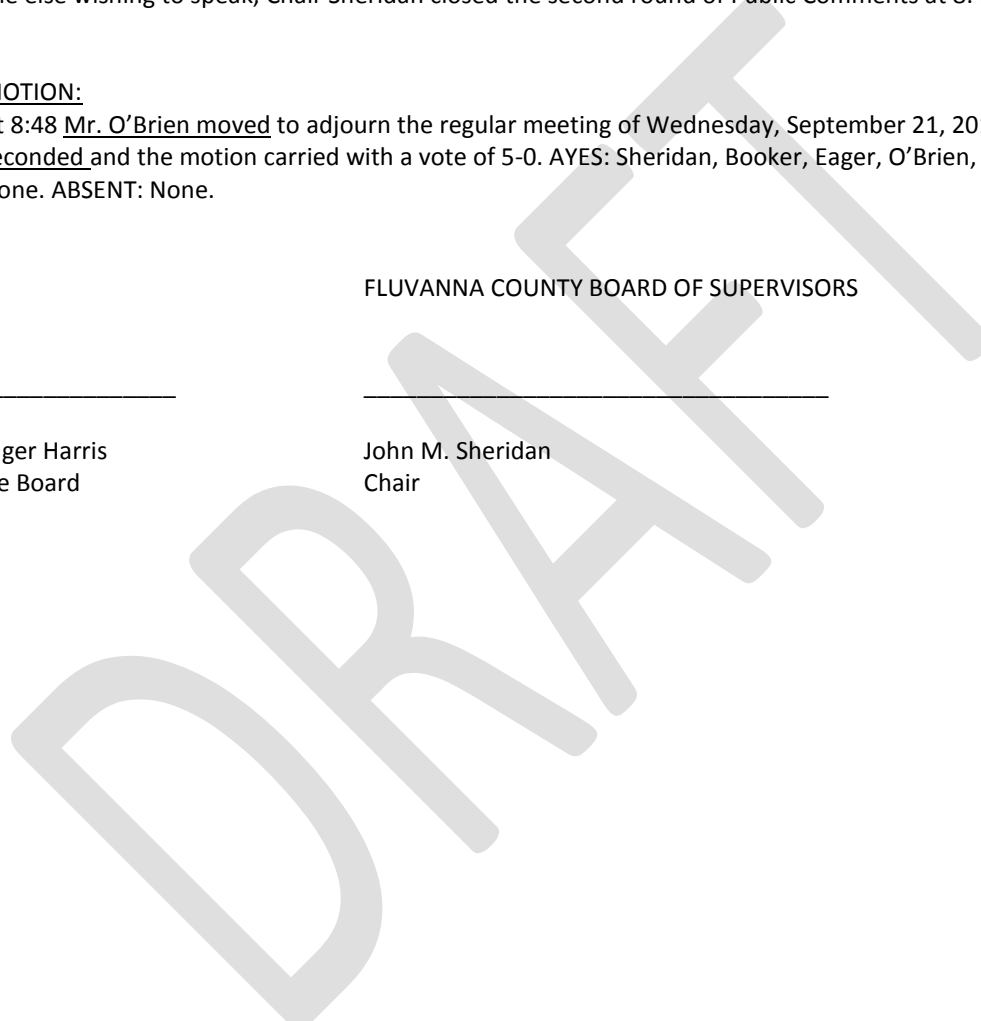
At 8:48 Mr. O’Brien moved to adjourn the regular meeting of Wednesday, September 21, 2016. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair



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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	FY17 FCPS Security Equipment Grant Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$65,574 to the Fluvanna County Public Schools FY17 budget for funds received from the Commonwealth of Virginia Security Equipment Grant				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Martin Brookhart, Management Analyst				
PRESENTER(S):	Ed Breslauer, FCPS Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<p>Fluvanna County Public Schools was notified in September 2016 of the Security Equipment Grant award. These funds must be used to provide security equipment and related services to each of the schools.</p> <p>FCPS FY17 State Revenue will increase from \$19,680,095.68 to \$19,745,669.68.</p> <p>FCPS FY17 budget will increase from \$38,627,326.35 to \$38,692,900.35.</p>				
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase State Revenue and Operational Expenses by \$65,574.</p> <p>There is a 25% match for this grant, which the Schools will cover with available funds.</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Mayfair Farm, Inc.				
MOTION(s):	I move to approve the open space contract for Mayfair Farm, Inc. for tax map parcel 26-A-A41; agreement shall remain in effect for a term of ten (10) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mayfair Farm, Inc.'s executed open space contract -Map of tax map parcel 26-A-A41				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 26th day of September, 2016, by and between Mayfair Farm, Inc. (Richard Dozier) party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 26-A-A41 (14.86 acres)

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

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

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of 10 () consecutive years.

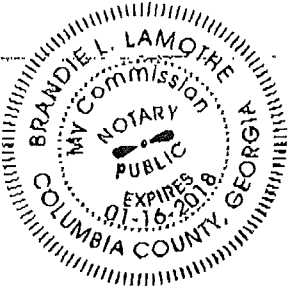
4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter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

[Signature] (SEAL)
Landowner

Co-owner (s) (SEAL)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by
Richard Dozier, Landowner (s)
on this 26th day of September, 2016.
My commission expires: 01-16-18



[Signature]
Notary Public

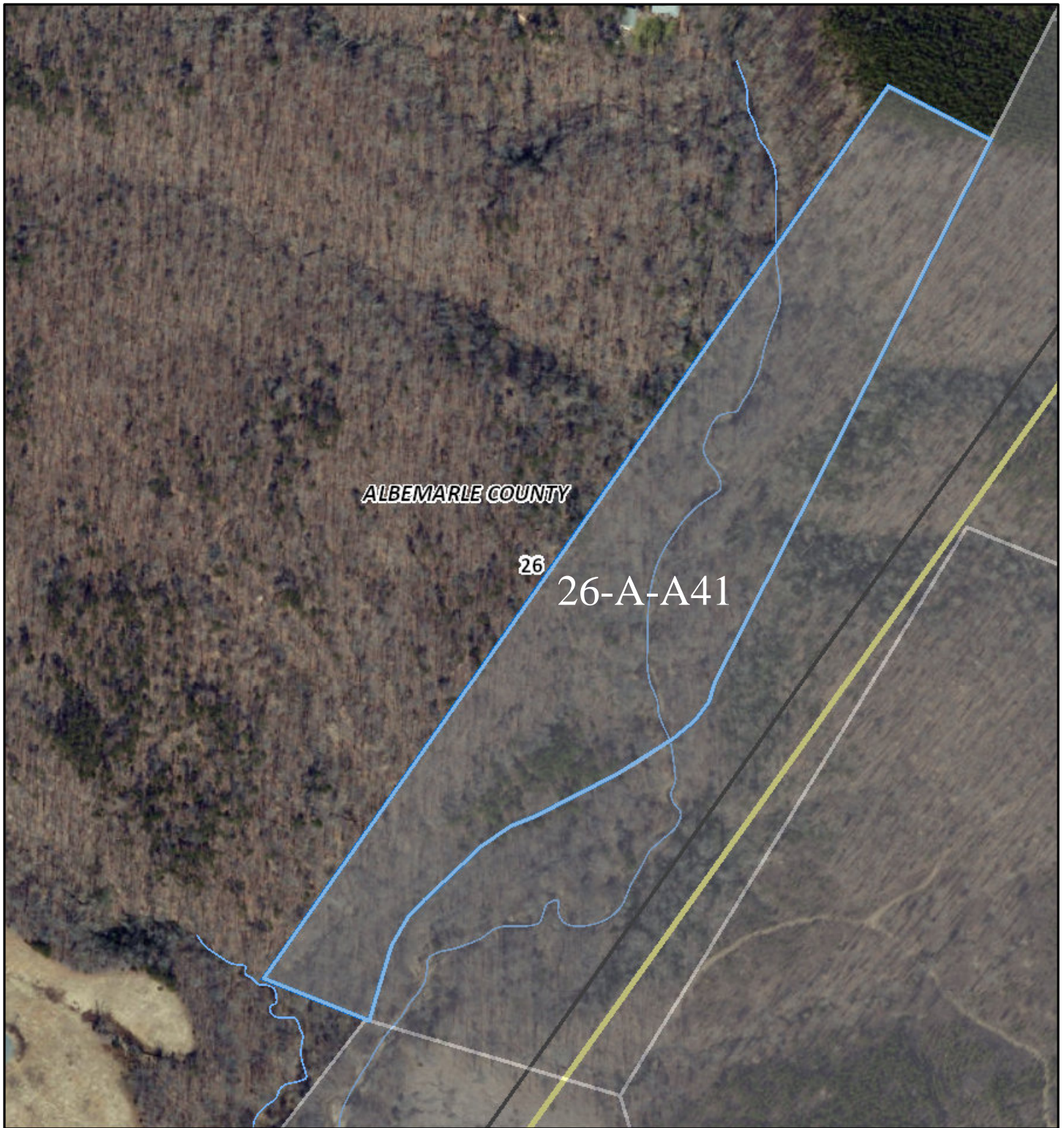
COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

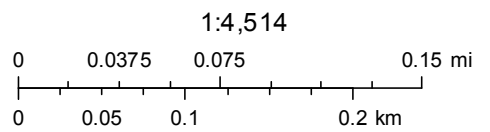
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator
on this _____ day of _____,
My commission expires: _____

Notary Public



September 27, 2016



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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Minnie M. McGehee				
MOTION(s):	I move to approve the open space contract for Ms. McGehee for tax map parcels 53-14-1, 53-14-2, 53-14-3, 53-14-4, 53-2-A, 53-2-1B and 53-2-1C; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Ms. McGehee's executed open space contract -Map of tax map parcels 53-14-1, 53-14-2, 53-14-3, 53-14-4, 53-2-A, 53-2-1B and 53-2-1C				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 15th day of June, 2016, by and between Minnie M. McGehee, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and

protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

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

1. This agreement shall apply to all the following described real estate:
 - Tax Map Parcels: 53-14-1 (15.0 acres)
 - 53-14-2 (11.942 acres)
 - 53-14-3 (12.0 acres)
 - 53-14-4 (12.0 acres)
 - 53-2-A (2.5 acres)
 - 53-2-1B (5.905 acres)
 - 53-2-1C (7.0 acres)
 - Total Acres : 66.347 acres
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of Five (5) consecutive years.

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

Minnie Lee M. McGhee (SEAL)
Landowner

Phyllis Lee M. McGhee (SEAL)
Co-owner (s)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Minnie Lee M. McGhee, Landowner (s)

on this 15th day of June, 2016.

My commission expires: 4/30/2019

Lea Ann Philip
Notary Public



COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

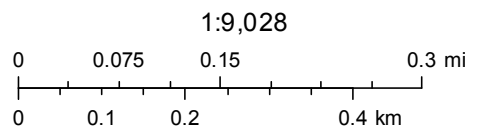
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



September 27, 2016



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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Valentine Associates, LLC				
MOTION(s):	I move to approve the open space contract for Valentine Associates, LLC for tax map parcels 54-A-69, 54-A-71 & 54-A-75; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Valentine Associates, LLC's executed open space contract -Map of tax map parcels 54-A-69, 54-A-71 & 54-A-75				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 16 day of September, 2016, by and between Valentine Associates, LLC party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

1. This agreement shall apply to all the following described real estate:
 - Contiguous Tax Map Parcels: 54-A-69 (14.033 acres)
 - 54-A-71 (1.5 acres)
 - 54-A-75 (3.5 acres)
 - Total: 19.033 acres
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of FIVE (5) consecutive years.

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

CJ Scott Valentine (SEAL)
Landowner

Paul S. Valentine (SEAL)
Co-owner (s)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by
CJ Scott Valentine
Paul S. Valentine, Landowner (s)

on this *16* day of *September*, *2016*.

My commission expires: *5/31/2019*



Helen C Dardis
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

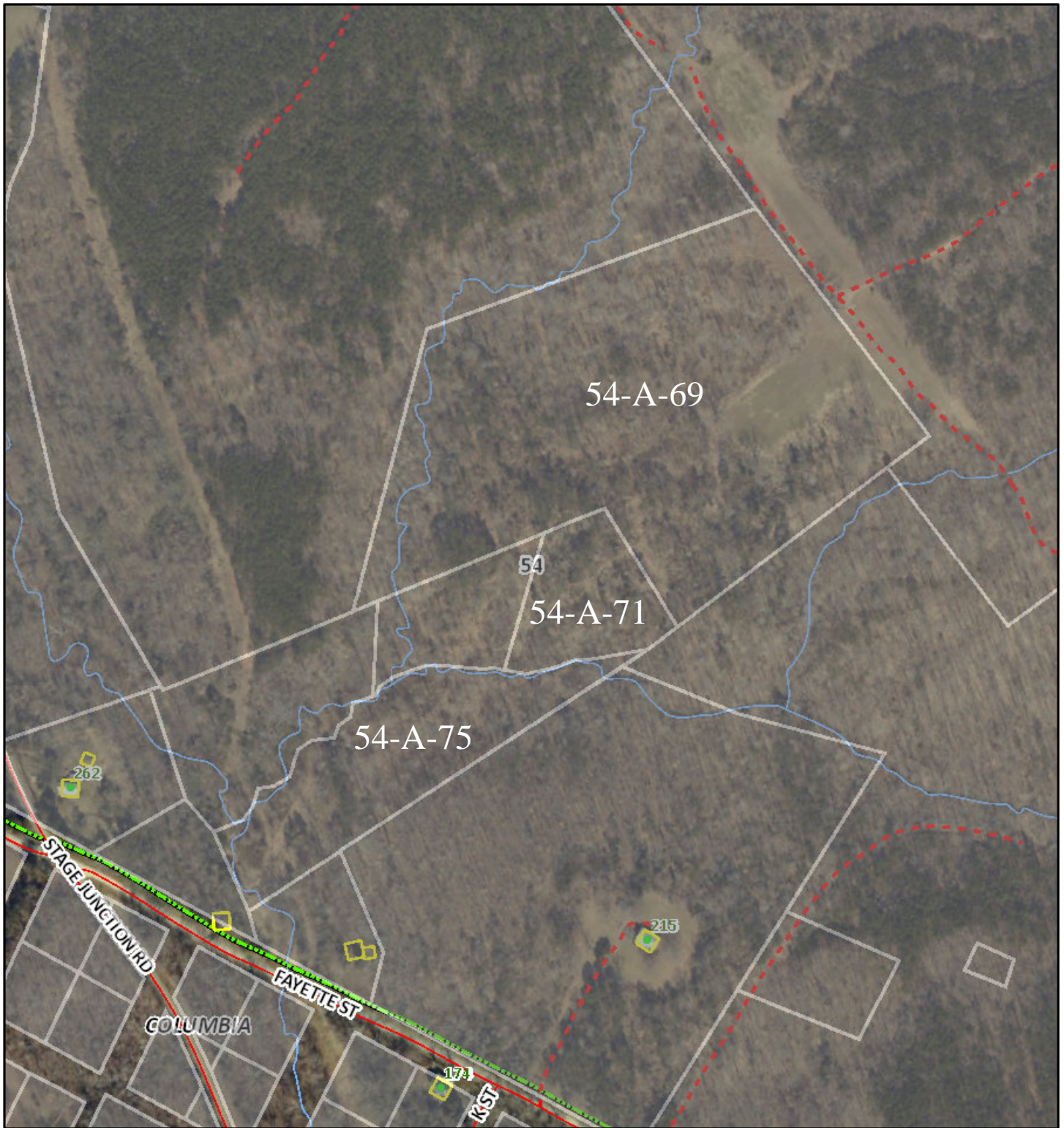
**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator

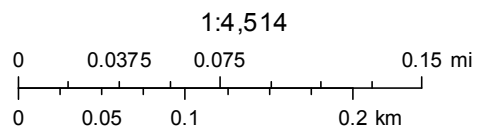
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



September 27, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Renewal Contract for Samuel R. & DeNae D. Babbitt				
MOTION(s):	I move to approve the open space renewal contract for Mr. & Mrs. Babbitt for tax map parcels 52-8-2, 52-8-4 & 52-8-5; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mr. & Mrs. Babbitt's executed open space contract -Map of tax map parcels 52-8-2, 52-8-4 & 52-8-5				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 22nd day of September, 2016, by and between **Samuel R. & DeNae D. Babbitt**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and

protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

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

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

Tax Map Parcels: 52-8-2 (10.549 acres)
 52-8-4 (3.231 acres)
 52-8-5 (4.127 acres)
 Total Acres: 17.907 acres

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

- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of five (5) consecutive years.

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

[Signature] (SEAL)
Landowner

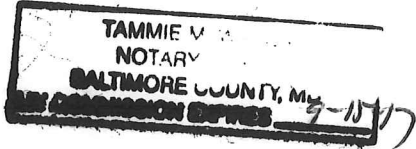
[Signature] (SEAL)
Co-owner (s)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by
Samuel and Delmae Babbitt, Landowner (s)
on this 22nd day of September, 2016.

My commission expires: 9-15-17

[Signature]
Notary Public



COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator

on this _____ day of _____, _____.

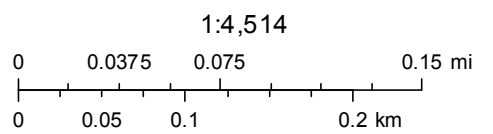
My commission expires: _____

Notary Public

Tax Map Parcels 52-8-2, 52-8-4 & 52-8-5 located off of James Madison Highway in Fork Union



September 27, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Carl E. Beuchert, III & Catherine M. Alessi				
MOTION(s):	I move to approve the open space contract for Mr. Beuchert & Ms. Alessi for tax map parcel 9-A-1A; agreement shall remain in effect for a term of ten (10) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mr. Beuchert & Ms. Alessi's executed open space contract -Map of tax map parcel 9-A-1A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 20TH day of September, 2016, by and between Carl E. Beuchert, III. & Catherine M. Alessi, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 9-A-1A (19.65 acres in open space of 21.65 total acres)

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

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

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of TEN (10) consecutive years.

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

Carl Beuchert III

Landowner

(SEAL)

Catherine Alessi

Co-owner (s)

(SEAL)



**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Carl Beuchert III + Catherine Alessi, Landowner (s)

on this 20th day of September, 2016.

My commission expires: March 31, 2018

Lauren R. Sheridan

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

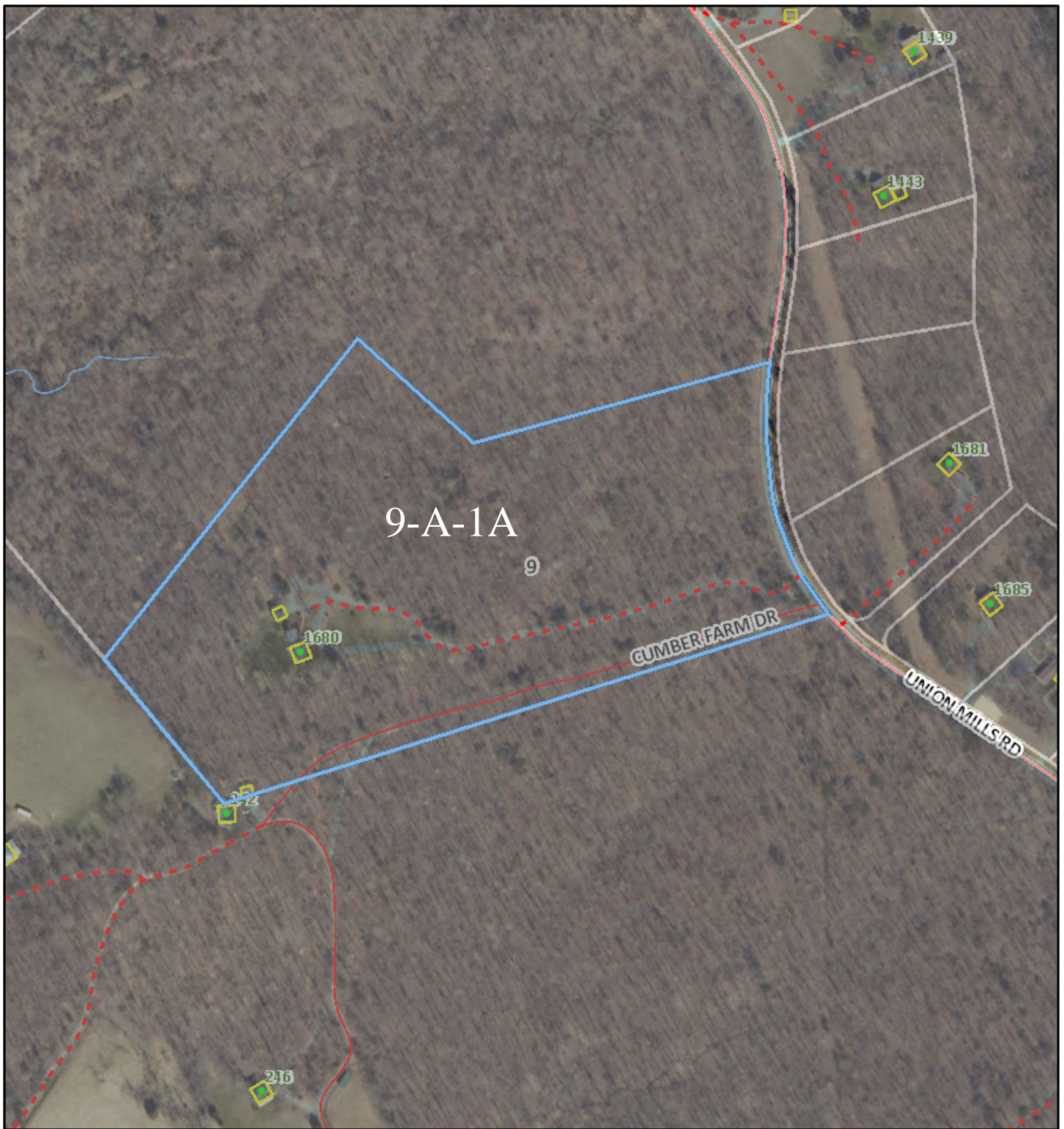
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

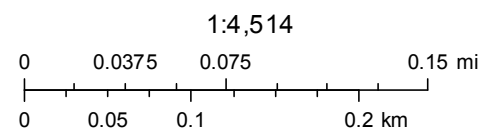
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



September 27, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Roy Howard & Constance Haislip				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Haislip for tax map parcel 48-9-3X; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mr. & Mrs. Haislip's executed open space contract -Map of tax map parcel 48-9-3X				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 23rd day of September, 2016, by and between Roy Howard & Constance Haislip, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 48-9-3X (10.94 acres)

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

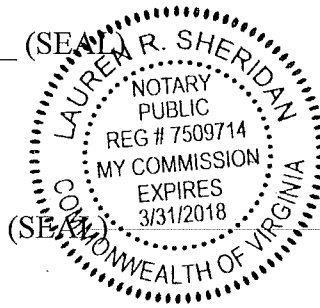
- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards,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

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of five (5) consecutive years.

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

Roy A Haislip
Landowner

Constance G. Haislip
Co-owner (s)



**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Roy & Constance Haislip, Landowner (s)
on this 23rd day of September, 2016.

My commission expires: March 31, 2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

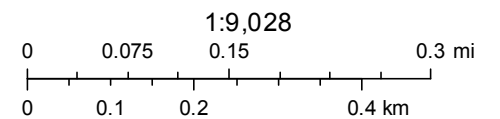
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



September 27, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Kenneth B. & Linda S. Handy				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Handy for tax map parcel 4-25-6; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mr. & Mrs. Handy's executed open space contract -Map of tax map parcel 4-25-6				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 8th day of September, 2016, by and between **Kenneth B. & Linda S. Handy**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 4-25-6 (10.001 acres)

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

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

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of Five (5) consecutive years.

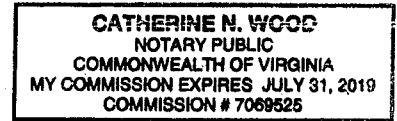
4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter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

Kenneth B Handy (SEAL)
Landowner

Linda S Handy (SEAL)
Co-owner (s)

STATE OF VIRGINIA ^{CNW}
COUNTY OF FLUVANNA, to-wit:
FRANKLIN

The foregoing instrument was acknowledged before me by
Kenneth B. Handy & Linda S Handy, Landowner (s)
on this 8th day of September, 2016.



My commission expires: 7-31-2019

Catherine N Wood
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

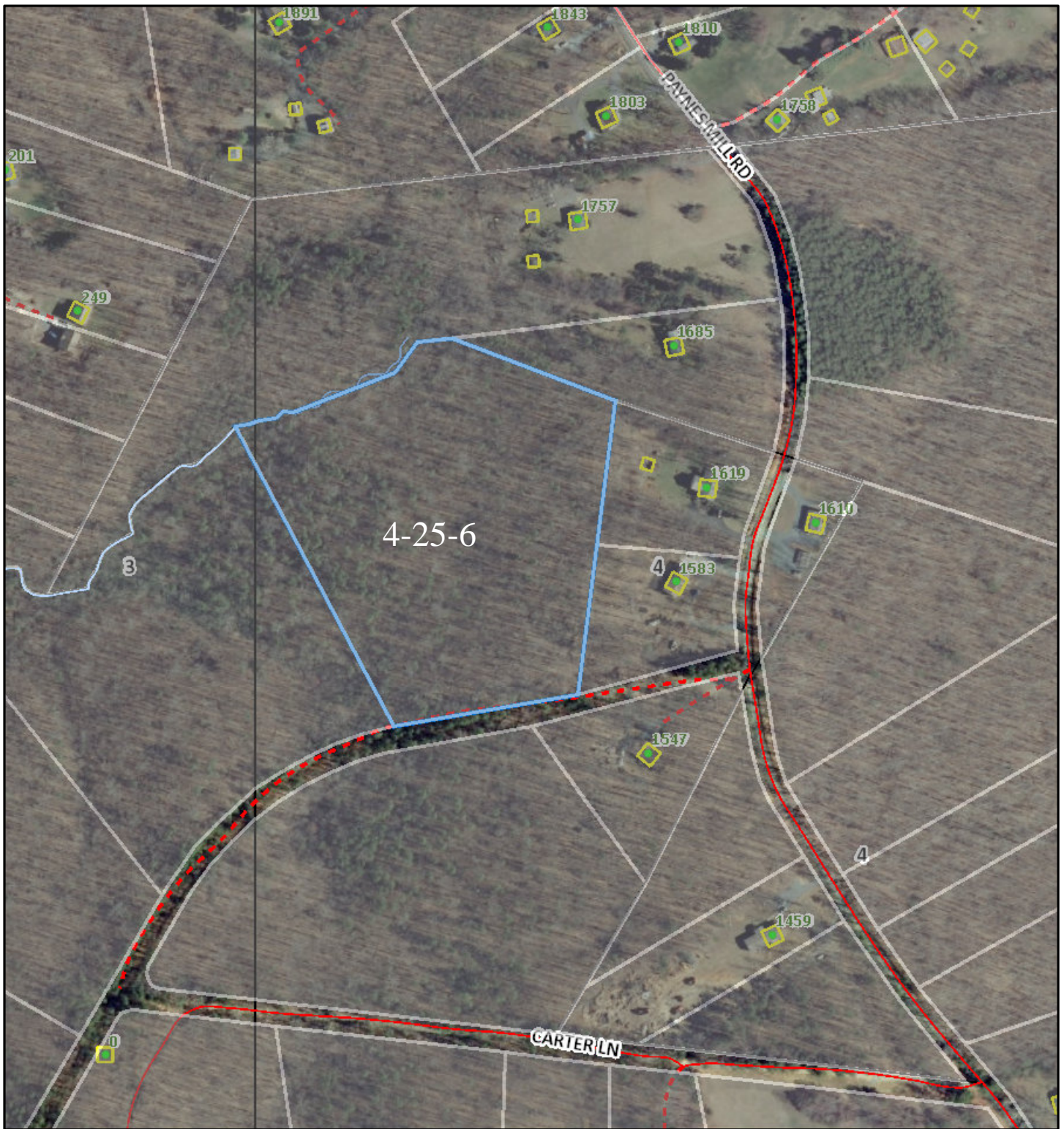
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator

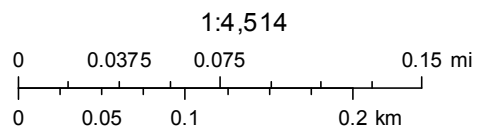
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



September 27, 2016



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

MEETING DATE:	October 5, 2016				
AGENDA TITLE:	Approval of Open Space Contract for Ernest J. & Carolyn H. Marrs				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Marrs for tax map parcels 29-A-71 & 29-A-72; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mr. & Mrs. Marrs' executed open space contract -Map of tax map parcels 29-A-71 & 29-A-72				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 14th day of September 2016, by and between **Ernest J. & Carolyn H. Marrs** party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

1. This agreement shall apply to all the following described real estate:
 - Tax Map Parcel: 29-A-71 (10.0 acres)
 - 29-A-72 (19.45 acres out of 21.45 total acres)
 - Total: 29.45 acres
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of Five (5) consecutive years.

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

Ernest J. Marrs
Landowner

(SEAL)



Carolyn H. Marrs
Co-owner (s)

(SEAL)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Ernest + Carolyn Marrs, Landowner (s)

on this 14th day of September, 2016.

My commission expires: March 31, 2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

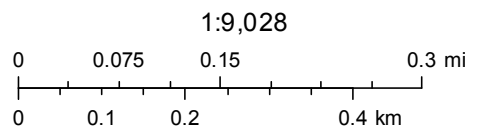
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



September 27, 2016



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

October 05, 2016

No.	Item
1	FY17 Capital Reserve Memo 2016-10-05
2	FY17 Contingency Balance 2016-10-05
3	
4	
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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

MEMORANDUM

Date: October 5, 2016
From: Martin Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 Capital Reserve Balances

The FY17 Capital Reserve account balances are as follows:

County Capital Reserve:

FY16 Carryover	\$14,370
FY17 Beginning Budget:	\$200,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$50,323
Less: Palmyra Rescue Building CIP - 9.7.16	-\$50,000
Available:	\$214,693

Schools Capital Reserve:

FY16 Carryover	\$193,243
FY17 Beginning Budget:	\$100,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$48,168
Less: FCHS Equipment Shed Replacement - 8.3.16	-\$5,400
Less: FCPS Floor Scrubber Replacement - 8.3.16	-\$11,300
Available:	\$324,711

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MEMORANDUM

Date: October 5, 2016
From: Martin Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 BOS Contingency Balance

The FY17 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Staff Pay Plan Supplement 9.21.16	-\$13,740.00
Less: County Administrator Salary Increase 9.21.16	-\$3,526.10
Available:	\$132,733.90