



FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building
October 18, 2017 - 7:00 PM

TAB AGENDA ITEMS

1 – CALL TO ORDER

2 – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

- K Proposed Sale of County Real Property Formerly Known As the Columbia Elementary School—Eric Dahl, Deputy County Administrator & Finance Director
- L Temporary Ordinance Change to Move the Central Absentee Precinct Location—Fred Payne, County Attorney
- M ZMP 17:03 Columbia Rezoning—Brad Robinson, Senior Planner
- Mc ZMP 17:02 Village Oaks Proffer Amendment—Brad Robinson, Senior Planner

7 – ACTION MATTERS

- N Surveying for Zion Crossroads Water & Sewer System Project Agreement #6—Cyndi Toler, Purchasing Officer

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

- O Economic Development Quarterly Report—Jason Smith, Community and Economic Development Director
- P Carysbrook Softball Field Maintenance—Aaron Spitzer, Director of Parks and Recreation

9 – CONSENT AGENDA

- Q Minutes of September 29, 2017 (Elected Officials Breakfast)—Kelly Belanger Harris, Clerk to the Board
- R Minutes of October 4, 2017—Kelly Belanger Harris, Clerk to the Board
- S Accounts Payable Report, September 2017—Eric Dahl, Deputy County Administrator & Finance Director
- T FY18 Commonwealth's Attorney's Victim-Witness Grant Supplemental Appropriation—Mary Anna Twisdale, Management Analyst
- U VDOT Secondary Street Acceptance Request – Fox Hollow Phase 3 – Jason Stewart, Planning and Zoning Administrator

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

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12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven M.
Nichols
Date: 2017.10.12 07:34:57
-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

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BOS2017-10-18 p.5/219
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**

TAB K

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	Sale of County Real Property known by current street numbering as 563 Wilmington Road, Palmyra, VA and also Known as the Former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a Price of \$85,000.00				
MOTION(s):	<p>I move the Board of Supervisors approve/deny/defer the proposed sale of the County's real property known by current street numbering as 563 Wilmington Road, Palmyra, VA and also known as the former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a purchase price of \$85,000 pursuant to their proposal to purchase the property dated July 20, 2017 made in response to the County's Request for Proposals 2016-02 "Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963" , as amended, subject to approval as to form of a contract and appropriate terms of sale reflective of any negotiations, a survey addressing the telecommunications easements and/or subdivisions of the property, and the drafting of customary closing documents by the County Attorney. Furthermore, the Board of Supervisors authorizes the County Administrator to execute the Contract, Survey or Plat and any customary closing documents contingent upon the same being approved as to form by the County Attorney.</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):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	The County issued a Request for Proposals 2016-02 "Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963", which was amended, requesting offers on the purchase of County owned real property being the former Columbia Elementary School. Rivanna K-9 Services, LLC				

	increased its offer during negotiations to \$85,000 and is now the highest purchase price received.				
FISCAL IMPACT:	Purchase price of \$85,000 paid to County at settlement. Potential tax revenues from use of property in future by Purchaser.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Fluvanna County Notice of Public Hearing				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

**FLUVANNA COUNTY
NOTICE OF PUBLIC HEARING**

On Wednesday, October 18, 2017, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing on the proposed sale of that County real property known by current street numbering as 563 Wilmington Road, Palmyra, VA 22963 and known also as the former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a purchase price of \$85,000.00 pursuant to their proposal to purchase the property dated June 12, 2017 as modified by negotiations made in response to the County's Request for Proposals 2016-02 "Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963", as amended (the "RFP"). Said proposal and modification (as well as the other proposals submitted in response to the RFP) will be available at the County Administration Building at 132 Main Street Palmyra, Virginia building for public inspection.

The public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia. Interested persons may appear at such time and place and present their views.

**Clerk to the Board of Supervisors
of Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN OCTOBER 5,
2017 AND OCTOBER 12, 2017.**

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

TAB L

MEETING DATE:	Oct 18, 2017				
AGENDA TITLE:	Temp Ordinance Change to Move the Central Absentee Precinct Location				
MOTION(s):	I move to approve an ordinance revision, entitled, "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM NOVEMBER 1, 2017, UNTIL DECEMBER 31, 2017."				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Joyce Pace, Registrar, Fred Payne County Attorney, and Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Prior to November 7, 2017 General Election				
DISCUSSION:	<ul style="list-style-type: none"> This request is to effect a temporary change in the location of the central absentee precinct from the Historic Courthouse to the Weaver Building, similar to the change made in June 2017. The Commissioner of the Revenue is temporarily relocating to the Historic Courthouse while renovations are ongoing in the Commissioner of the Revenue's office suite. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Ordinance Revision				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				Registrar

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM NOVEMBER 1, 2017, UNTIL DECEMBER 31, 2017

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

WHEREAS the Historic Courthouse, Palmyra, Virginia, is temporarily unsuitable for use as the central absentee voting precinct for the County; and

WHEREAS it is anticipated that such unsuitability will not be remedied in time to permit the use of the Courthouse for the election now scheduled for November 7, 2017, but that the Courthouse will be suitable for such use after December 31, 2017;

NOW THEREFORE,

(1) be it ordained that the County Code be, and it is hereby, amended, in Chapter 2, Article 2, Sec. 3(B), in the following respect:

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

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

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	5355	Palmyra Fire House ²
Columbia	5187	Kents Store Agricultural Recreation Center ³
Fork Union	4650	Fluvanna County Community Center
Cunningham	5229	Antioch Baptist Church ⁴
Rivanna	5270	Lake Monticello Firehouse, Maple Room ⁵

Precincts shall be known by their respective polling places and shall be coterminous with the respective electoral districts.

(B) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the Historic Courthouse⁶, Palmyra, Virginia; *PROVIDED, HOWEVER, that, for any election from November 1, 2017, until December 31, 2017, ONLY, the Weaver*

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

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

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

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

⁵ Change in Rivanna polling place was adopted 1-6-16.

⁶ Change in central absentee voting precinct was adopted 2-18-09; federal preclearance was obtained 5-5-09.

Building in Palmyra, Virginia, shall serve as the central absentee voting precinct. The central absentee voting precinct shall be used for all elections.

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

(2) The foregoing amendment shall expire and shall be of no further effect on and after December 31, 2017.

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

TAB M

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	ZMP 17:03 – Columbia Zoning Adoption				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer ZMP 17:03, an ordinance to amend the Fluvanna County Zoning Map in order to establish county zoning districts on all parcels within the limits of the former town of Columbia.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on October 10, 2017, the Planning Commission recommended approval of ZMP 17:03 (4-0); Mr. Lagomarsino moved to recommend approval, Mr. Johnson seconded. AYES: Bibb, Cotellessa, Johnson, Lagomarsino (Zimmer absent)				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request to approve an ordinance amending the Fluvanna County Zoning Map in order to establish county zoning districts within the limits of the former town of Columbia.				
FISCAL IMPACT:					
POLICY IMPACT:	<p>Regarding ZMP 17:03, the Board of Supervisors may:</p> <ul style="list-style-type: none"> • Approve this request, allowing the Fluvanna County Zoning Map to be amended; OR • Deny this request, preventing the Fluvanna County Zoning Map from being amended; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	<p>Review of a proposed Zoning Map Amendment in accordance with Chapter 22, Article 17 of the Fluvanna County Code (Zoning Ordinance).</p> <p>Application was initiated by the Planning Commission on July 11, 2017.</p> <p>Planning Commission reviewed the request on September 12 and October 10, 2017.</p>				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

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(434) 591-1910
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www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors

Case Number: ZMP 17:03

Tax Map: All parcels within former town limits of Columbia

From: Brad Robinson

District: Columbia

Date: October 18, 2017

General Information:

This request is to be heard by the Board of Supervisors on Wednesday, October 18, 2017 at 7:00 pm in the Circuit Court Room in the Courts Building.

Applicant:

County of Fluvanna

Representative:

County of Fluvanna

Requested Action:

To approve an ordinance amending the Fluvanna County Zoning Map in order to establish county zoning districts within the limits of the former town of Columbia. (Attachment A)

Location:

The former town of Columbia is located in the southeastern corner of the county along Virginia Route 6. (Attachment B)

Existing Zoning:

None

Proposed Zoning:

A-1 (Agricultural, General), BC (Business Convenience), I-2 (Industrial, General) and R-4 (Residential, Limited)

Existing Land Use:

Residential, civic, commercial or vacant

Planning Area:

Columbia Community Planning Area

Adjacent Land Use:

Adjacent properties are zoned A-1.

Zoning History:

Town voted to disband on March 17, 2015.

General Assembly approved disbanding of Town Charter on March 4, 2016.

Board of Supervisors approved ZMP 16:03 to amend the Fluvanna County Zoning Map to include within the Special Flood Hazard Districts of the Flood Protection Overlay District the area within the limits of the former Town of Columbia, pursuant to County Code Section 22-17-8A, on July 6, 2016.

On July 11, 2017, the Planning Commission voted 4-0 to initiate an amendment to the zoning map and authorize staff to schedule a public hearing on this item.

The Planning Commission held a public hearing on September 12, 2017. Due to an issue with the legal advertisement, the Commission voted 4-0 to adjourn the public hearing to its next meeting on October 10, 2017.

Affected Tax Map Parcels:

The following parcels, all located south of Virginia Route 6, are proposed to be zoned A-1 (Agricultural, General) due to their location within the flood zone:

53 A 63B; 54A 1 74A; 54A 1 75; 54A 1 76; 54A 1 77; 54A 1 78A; 54A 1 78B; 54A 1 79; 54A 1 80; 54A 1 80A; 54A 1 82; 54A 1 91; 54A 1 91A; 54A 1 92; 54A 1 93; 54A 1 94; 54A 1 95; 54A 1 95A; 54A 1 96; 54A 1 97; 54A 1 98; 54A 1 99; 54A 1 102; 54A 1 103; 54A 1 104; 54A 1 105; 54A 1 106; 54A 1 107; 54A 1 108; 54A 1 109; 54A 1 110; 54A 1 111; 54A 1 114; 54A 1 114A; 54A 1 114B; 54A 1 11; 54A 1 116; 54A 1 117; 54A 1 118; 54A 1 119; 54A 1 120; 54A 1 121; 54A 1 122; 54A 1 123; 54A 1 124; 54A 1 125; 54A A 112; and 54A A 113.

The following parcels, all located along the north side of Virginia Route 6, are proposed to be zoned BC (Business Convenience):

54A 1 49; 54A 1 50; 54A 1 51; 54A 1 52; 54A 1 53; 54A 1 54; 54A 1 55; 54A 1 56; 54A 1 57; 54A 1 58; 54A 1 59; 54A 1 60; 54A 1 60A; 54A 1 60B; 54A 1 61; 54A 1 61A; 54A 1 61B; 54A 1 62; 54A 1 62A; 54A 1 63; 54A 1 63A; 54A 1 63B; 54A 1 63C; 54A 1 64; 54A 1 64A; 54A 1 64B; 54A 1 65; 54A 1 66; 54A 1 71A; 54A A 10; 54A A 11; and 54A A 11A.

The following parcels, all located along the south side of Virginia Route 6 and containing an existing industrial business, are proposed to be zoned I-2 (Industrial, General):

54A 1 67; 54A 1 68; 54A 1 69; 54A 1 70; 54A 1 71; 54A 1 71A; 54A 1 72; 54A 1 72A; 54A 1 73; 54A 1 73A; 54A 1 74; 54A 1 83; 54A 1 84; 54A 1 85; 54A 1 86; 54A 1 87; 54A 1 88; 54A 1 89; 54A 1 90; and 54A 1 90A.

The following parcels, all located north of Virginia Route 6 and containing residential and/or civic uses such as churches, are proposed to be zoned R-4 (Residential, Limited):

54A 1 1; 54A 1 2; 54A 1 3; 54A 1 4; 54A 1 5; 54A 1 6; 54A 1 7; 54A 1 8; 54A 1 9; 54A 1 10; 54A 1 11; 54A 1 12; 54A 1 13; 54A 1 14; 54A 1 14A; 54A 1 15; 54A 1 16; 54A 1 17; 54A 1 18; 54A 1 19; 54A 1 20; 54A 1 21; 54A 1 22; 54A 1 23; 54A 1 24; 54A 1 25; 54A 1 26; 54A 1 27; 54A 1 28; 54A 1 29; 54A 1 29A; 54A 1 30; 54A 1 31A; 54A 1 32; 54A 1 33; 54A 1 34; 54A 1 35; 54A 1 36A; 54A 1 36B; 54A 1 37; 54A 1 38; 54A 1 39; 54A 1 40; 54A 1 41;

54A 1 42; 54A 1 43; 54A 1 44; 54A 1 45; 54A 1 46; 54A 1 47; 54A 1 47A; 54A 1 48; 54A 1 48A; 54A A 3; 54A A 4; 54A A 6; 54A A 7; 54A A 8; and 54A A 9.

(Attachment B)

Neighborhood Meeting:

A neighborhood meeting was held October 3, 2017. There were three (3) attendees not including staff. The attendees had general questions about the proposed zoning, permitted uses and requirements for lot sizes and setbacks. There were also questions and concerns about how properties in the flood zone were being assessed or taxed, to which staff explained the Commissioner of the Revenue's office would need to be contacted for those concerns.

(Attachment C)

Zoning Survey:

Earlier this year a short questionnaire was mailed to all property owners within the limits of the former town of Columbia in an effort to obtain citizen input about proposed zoning for the area. The survey was mailed March 10, 2017 to 46 property owners; a total of 17 surveys were returned (with one being a duplicate submittal). The majority of the comments received expressed concern about or displeasure with the blighted structures along Route 6 and wanting to see them removed.

The County Administration office re-initiated the Columbia Area Task Force (also known as "CARE") in June. The task force is scheduled to meet monthly through the end of 2017 with a specific purpose of developing a vision for future County-acquired parcels that are primarily in the floodplain. The task force was advised of the proposed zoning effort at its June and July meetings.

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this area as being within the Columbia Community Planning Area. According to this chapter, *"this area lies mostly within a floodplain and needs to be comprehensively revitalized as a village or neighborhood mixed-use project. There are potentially beautiful views of the Rivanna and James Rivers, but development is highly constrained by the existing floodplain and the presence of blighted buildings."* This chapter also states *"neighborhood streets with a main street, along with rural roads such as Route 6, comprise the transportation network. Sidewalks, trails, and bicycle lanes are needed. The floodplain in this area, while unusable for residential and commercial structures, lends itself to an extensive park, greenway, and trail network."*

Planning Commission:

The Planning Commission considered this request at their October 10, 2017 meeting. Three (3) persons spoke during the public hearing with general questions or concerns. One speaker was unclear whether the lot that contained the old town hall (now demolished) was being zoned residential or commercial; staff confirmed this lot is to be zoned commercial (BC, Business Convenience).

The owner of Tax Map 54A-1-66, which is divided by Route 6, wanted to see the portion south Route 6 zoned A-1 instead of the property being zoned BC in its entirety (which would result in spilt-zoning). While A-1 zoning is proposed to adjoin the property to the south, staff notes that adjacent parcel Tax Map 54A-1-65 shares the same situation in being divided by Route 6 and zoned BC. The portions south of Route 6 for both parcels appear too small for any development whether zoned BC or A-1.

After additional discussion, Mr. Lagomarsino moved to recommend approval, and Mr. Johnson seconded. The motion carried with a vote of 4-0. AYES: Bibb, Cotellessa, Johnson and Lagomarsino. Mr. Zimmer was absent.

Conclusion:

The proposed zoning map amendment is needed in order to establish zoning in an area of the County that is currently un-zoned. The proposed zoning will help guide and protect orderly development and use of property as well as promote public health, safety and welfare, in accordance with good zoning practice and the provisions of the Comprehensive Plan.

Suggested Motion:

I move that the Board of Supervisors approve/deny/defer ZMP 17:03, an ordinance to amend the Fluvanna County Zoning Map in order to establish county zoning districts on all parcels within the limits of the former town of Columbia.

Attachments:

- A – Initiating Resolution & Notification Letters
- B – Proposed Zoning Map
- C – Neighborhood Meeting sign-in sheet
- D – Proposed ordinance
- E – Emails from property owner, Tax Map 54A-1-43

Copy: File



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

A Resolution to Recommend Amendment to the Fluvanna County Zoning Map for the Former Town of Columbia

Whereas, the Town of Columbia was dissolved on July 1, 2016 into Fluvanna County; and

Whereas, all properties within the limits of the former Town of Columbia need to be rezoned with Fluvanna County zoning districts;

Now, therefore be it resolved that the Fluvanna County Planning Commission, pursuant to Fluvanna County Code Sec. 22-20-1(C), initiates an amendment to the Fluvanna County Zoning Map in order to establish county zoning districts on all parcels within the former Town of Columbia; and directs staff to schedule a future public hearing for formal Planning Commission consideration and recommendation to the Board of Supervisors.

And be it further resolved that the public purpose for the proposed amendment is to provide zoning for the area of the former Town of Columbia to guide and protect orderly development and use of the property and to protect the public health, safety and welfare with respect thereto in accordance with good zoning practice and the provisions of the Comprehensive Plan.

MEMORANDUM

Date: October 4, 2017
From: Stephanie Keuther
To: Jason Stewart
Subject: BOS APO Letter

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the October 18, 2017 BOS Meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

NOTICE OF PUBLIC HEARING

October 4, 2017

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on ZMP 17:03

Dear «Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced items as noted below:

Purpose: Board of Supervisors Public Hearing
Day/Date: Wednesday, October 18, 2017
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

The request is described as follows:

ZMP 17:03 Columbia Zoning Adoption – Pursuant to Fluvanna County Code Sec. 22-20-2, the Board of Supervisors intends to propose the following amendment to the Fluvanna County Zoning Map:

AN ORDINANCE TO AMEND THE FLUVANNA COUNTY ZONING MAP TO ESTABLISH COUNTY ZONING DISTRICTS WITHIN THE LIMITS OF THE FORMER TOWN OF COLUMBIA

Your property, identified as one or more of the parcels below, is currently un-zoned and proposed to be zoned **A-1, Agricultural, General**:

53 A 63B; 54A 1 74A; 54A 1 75; 54A 1 76; 54A 1 77; 54A 1 78A; 54A 1 78B; 54A 1 79; 54A 1 80; 54A 1 80A; 54A 1 82; 54A 1 91; 54A 1 91A; 54A 1 92; 54A 1 93; 54A 1 94; 54A 1 95; 54A 1 95A; 54A 1 96; 54A 1 97; 54A 1 98; 54A 1 99; 54A 1 102; 54A 1 103; 54A 1 104; 54A 1 105; 54A 1 106; 54A 1 107; 54A 1 108; 54A 1 109; 54A 1 110; 54A 1 111; 54A 1 114; 54A 1 114A; 54A 1 114B; 54A 1 11; 54A 1 116; 54A 1 117; 54A 1 118; 54A 1 119; 54A 1 120; 54A 1 121; 54A 1 122; 54A 1 123; 54A 1 124; 54A 1 125; 54A A 112; and 54A A 113.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at <http://fluvannacounty.org/meetings>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

If you have any questions regarding this application or the Public Hearing, please contact me at 434-591-1910.

Sincerely,

A handwritten signature in cursive script that reads "Jason Stewart". The signature is written in black ink and is positioned above the printed name.

Jason Stewart
Planning and Zoning Administrator



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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October 4, 2017

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Your property, identified as one or more of the parcels below, is currently un-zoned and proposed to be zoned **BC, Business, Convenience**:

54A 1 49; 54A 1 50; 54A 1 51; 54A 1 52; 54A 1 53; 54A 1 54; 54A 1 55; 54A 1 56; 54A 1 57; 54A 1 58; 54A 1 59; 54A 1 60; 54A 1 60A; 54A 1 60B; 54A 1 61; 54A 1 61A; 54A 1 61B; 54A 1 62; 54A 1 62A; 54A 1 63; 54A 1 63A; 54A 1 63B; 54A 1 63C; 54A 1 64; 54A 1 64A; 54A 1 64B; 54A 1 65; 54A 1 66; 54A 1 71A; 54A A 10; 54A A 11; and 54A A 11A.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at <http://fluvannacounty.org/meetings>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

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Jason Stewart
Planning and Zoning Administrator



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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October 4, 2017

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AN ORDINANCE TO AMEND THE FLUVANNA COUNTY ZONING MAP TO ESTABLISH COUNTY ZONING DISTRICTS WITHIN THE LIMITS OF THE FORMER TOWN OF COLUMBIA

Your property, identified as one or more of the parcels below, is currently un-zoned and proposed to be zoned **I-2, Industrial, General**:

54A 1 67; 54A 1 68; 54A 1 69; 54A 1 70; 54A 1 71; 54A 1 72; 54A 1 72A; 54A 1 73; 54A 1 73A; 54A 1 74; 54A 1 83; 54A 1 84; 54A 1 85; 54A 1 86; 54A 1 87; 54A 1 88; 54A 1 89; 54A 1 90; and 54A 1 90A.

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Jason Stewart
Planning and Zoning Administrator



COUNTY OF FLUVANNA

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NOTICE OF PUBLIC HEARING

October 4, 2017

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Your property, identified as one or more of the parcels below, is currently un-zoned and proposed to be zoned **R-4, Residential, Limited**:

54A 1 1; 54A 1 2; 54A 1 3; 54A 1 4; 54A 1 5; 54A 1 6; 54A 1 7; 54A 1 8; 54A 1 9; 54A 1 10; 54A 1 11; 54A 1 12; 54A 1 13; 54A 1 14; 54A 1 14A; 54A 1 15; 54A 1 16; 54A 1 17; 54A 1 18; 54A 1 19; 54A 1 20; 54A 1 21; 54A 1 22; 54A 1 23; 54A 1 24; 54A 1 25; 54A 1 26; 54A 1 27; 54A 1 28; 54A 1 29; 54A 1 29A; 54A 1 30; 54A 1 31A; 54A 1 32; 54A 1 33; 54A 1 34; 54A 1 35; 54A 1 36A; 54A 1 36B; 54A 1 37; 54A 1 38; 54A 1 39; 54A 1 40; 54A 1 41; 54A 1 42; 54A 1 43; 54A 1 44; 54A 1 45; 54A 1 46; 54A 1 47; 54A 1 47A; 54A 1 48; 54A 1 48A; 54A A 3; 54A A 4; 54A A 6; 54A A 7; 54A A 8; and 54A A 9.

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If you have any questions regarding this application or the Public Hearing, please contact me at 434-591-1910.

Sincerely,

A handwritten signature in black ink that reads "Jason Stewart". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jason Stewart
Planning and Zoning Administrator



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

NOTICE OF PUBLIC HEARING

October 4, 2017

Cumberland County Administration
P.O. Box 110
1 Courthouse Circle
Cumberland, VA 23040

Re: Public Hearing on ZMP 17:03

To Whom It May Concern,

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced items as noted below:

Purpose: Board of Supervisors Public Hearing
Day/Date: Wednesday, October 18, 2017
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

The request is described as follows:

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The following properties are currently un-zoned and proposed to be zoned **A-1, Agricultural, General**:

53 A 63B; 54A 1 74A; 54A 1 75; 54A 1 76; 54A 1 77; 54A 1 78A; 54A 1 78B; 54A 1 79; 54A 1 80; 54A 1 80A; 54A 1 82; 54A 1 91; 54A 1 91A; 54A 1 92; 54A 1 93; 54A 1 94; 54A 1 95; 54A 1 95A; 54A 1 96; 54A 1 97; 54A 1 98; 54A 1 99; 54A 1 102; 54A 1 103; 54A 1 104; 54A 1 105; 54A 1 106; 54A 1 107; 54A 1 108; 54A 1 109; 54A 1 110; 54A 1 111; 54A 1 114; 54A 1 114A; 54A 1 114B; 54A 1 11; 54A 1 116; 54A 1 117; 54A 1 118; 54A 1 119; 54A 1 120; 54A 1 121; 54A 1 122; 54A 1 123; 54A 1 124; 54A 1 125; 54A A 112; and 54A A 113.

The following properties are currently un-zoned and proposed to be zoned **BC, Business, Convenience**:

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(over)

The following properties are currently un-zoned and proposed to be zoned **I-2, Industrial, General**:

54A 1 67; 54A 1 68; 54A 1 69; 54A 1 70; 54A 1 71; 54A 1 72; 54A 1 72A; 54A 1 73; 54A 1 73A; 54A 1 74; 54A 1 83; 54A 1 84; 54A 1 85; 54A 1 86; 54A 1 87; 54A 1 88; 54A 1 89; 54A 1 90; and 54A 1 90A.

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If you have any questions regarding this application or the Public Hearing, please contact me at 434-591-1910.

Sincerely,



Jason Stewart
Planning and Zoning Administrator



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

NOTICE OF PUBLIC HEARING

October 4, 2017

Goochland County Administration
1800 Sandy Hook Road
PO Box 10
Goochland, VA 23063

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Planning and Zoning Administrator

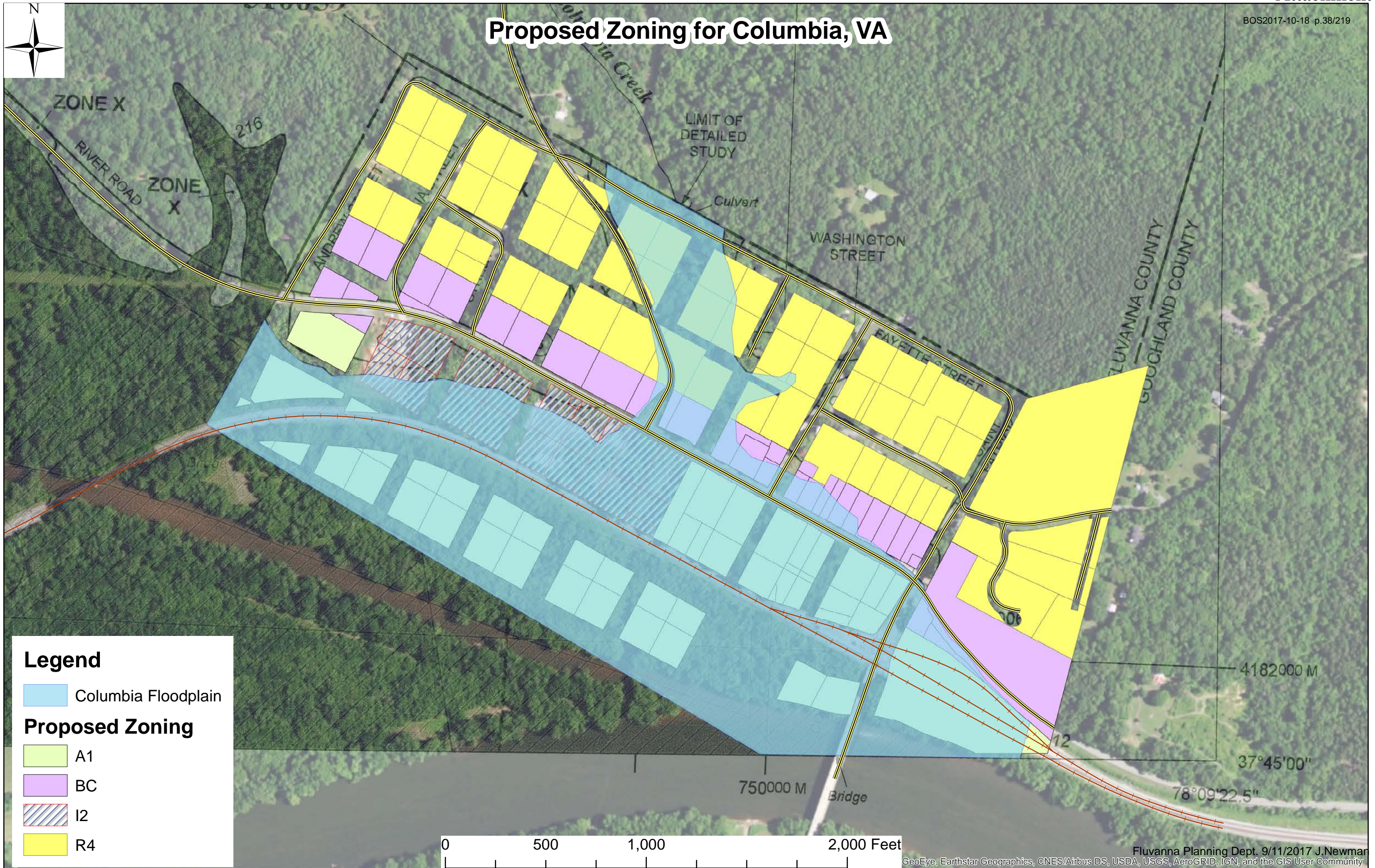
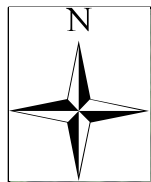
ADJACENT PROPERTY OWNERS ZMP 17:03

TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
53 A 63B, 112 & 113	CSX TRANSPORTATION	500 WATER ST.	JACKSONVILLE , FL 32202
54A 1 78A & 95A	HARRY, DONNA & RICHARD SR	467 MARTIN KING RD	CHARLOTTESVILLE, VA 22902
54A 1 77	HARRY, RICHARD T & DONNA	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 74A-76, 78B, 91,	HARRY, RICHARD T & DONNA M	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 79, 80, 96, 97	HARRY, RICHARD T JR	PO BOX 2141	LOUISA, VA 23093
54A 1 82 & 92	HARRY, RICHARD T JR ET AL	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 80A & 91A	KIDD, NASH L JR & DEBRA D	PO BOX 752	COLUMBIA, VA 23038
54A 1 93	STONEMAN, GEORGE J., DECEASED		COLUMBIA, VA 23038
54A 1 65	ARTHUR, HANK W & GWEN P	2727 TURNER RD	GOOCHLAND, VA 23063
54A 1 52	BLAND, HENRY L ET AL	PO BOX 794	COLUMBIA, VA 23038
54A 1 61B	CATHOLIC DIOCESE OF RICHMOND VA	7800 CAROUSEL LN	HENRICO, VA 23294
54A 1 53 & 54	COLUMBIA BAPTIST CHURCH	116 RIVANNA ST	COLUMBIA, VA 23038
54A 1 57 - 59	GRADY, PAUL J JR	PO BOX 109	IVY, VA 22945
54A 1 55-56, 60A, 62, 6	HARRY, RICHARD T & DONNA M	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 63, 63A & 54A A	HARRY, RICHARD T JR	PO BOX 2141	LOUISA, VA 23093
54A 1 63B	HARRY, RICHARD T SR	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 51	JOHNSON, ALLEN	609 GALLATIN ST., N.W.	WASHINGTON, DC 20011
54A 1 61 & 61A	LEWIS, ELLEN VALENTINE	P O BOX 805	COLUMBIA, VA 23038
54A 1 49 & 50	LEWIS, WILLIAM F ET AL	467 MARTIN KINGS RD.	CHARLOTTESVILLE, VA 22902
54A A 11 & 11A	NA, CHAI HYUNG & TAESUN	86 WILLOW CREEK DR	RUCKERSVILLE, VA22968
54A 1 66	NICHOLAS, JOHN ET AL	467 MARTIN KINGS RD.	CHARLOTTESVILLE, VA 22902
54A 1 60	PALMER, DAVID E. & GILDA J.	3849 COURTHOUSE RD	PALMYRA, VA 22963

54A 1 63C	PALMORE, CURTIS W JR	250 KENTS STORE RD	KENTS STORE, VA 23084
54A 1 62A	SCHOEW, KATHERINE CABELL ETAL	467 MARTIN KING RD	CHARLOTTESVILLE, VA 22902
54A 1 60B	ST. JOHN'S EPISCOPAL CHURCH TRUSTEE	43 WASHINGTON ST, PO BOX 853	COLUMBIA, VA 23038
54A 1 71-74, 87-90A	SHELBECK EXCAVATING LLC	3414 ROLLING RD S	SCOTTSVILLE, VA 24590
54A 1 67-70, 83-86	SHELLEY, ISAAC R	3414 ROLLING RD S	SCOTTSVILLE, VA 24590
54A 1 29A	BRIDGEFORTH, MYRTLE H LE ET AL	14041 S. CARRIAGE LANE	MIDLOTHIAN, VA 23114
54A 1 19-20, 37-38	COLUMBIA BAPTIST CHURCH	116 RIVANNA ST	COLUMBIA, VA 23038
54A 1 3 & 4	COLUMBIA BAPTIST CHURCH, TRUSTEES	ATTN: SAMUEL PERVALL, 116 RIVANNA ST	COLUMBIA, VA 23038
54A A 9	MEMORIAL BAPTIST CHURCH	50 OLD COLUMBIA RD, PO BOX 814	COLUMBIA, VA 23038
54A 1 41-43	GRADY, PAUL J JR	P O BOX 109	IVY, VA 22945
54A 1 12	GREGORY, MARCUS & KELLY	11377 CROSS COUNTY RD	MINERAL, VA 23117
54A A 8	HAMMOND, JOHN & KERRY	79 ROSS LANE	COLUMBIA, VA 23038
54A 1 35	HANCOX, SAMUEL C & KATHLEEN C	121 TAMMANY ST	COLUMBIA, VA 23038
54A 1 36A	HARRY, DOUGLAS C	620 SKYVIEW DR	ANNA, TX 75409
54A 1 47A-48A	HARRY, RICHARD T	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 9-10, 25-26, 39-4	HARRY, RICHARD T & DONNA M	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 36B	HARRY, RICHARD T SR ET AL	467 MARTIN KINGS RD	CHARLOTTESVILLE, VA 22902
54A 1 47	HODGSON, JAMES R T JR	13910 SAGEBROOK RD	MIDLOTHIAN, VA 23112
54A 1 15 & 16	HOWARD, WALTER S IV & COURTNEY	67 CAMERON ST	COLUMBIA, VA 23038
54A 1 13-14A, 29-30	KIDD, JERRY W & SERVILLA S	67 JORDAN STORE RD	KENTS STORE, VA 23084
54A 1 31A	KIDD, NASH L JR ET AL	PO BOX 752	COLUMBIA, VA 23038
54A A 4	KIDD, NASH L., JR. & DEBRA D	P.O. BOX 752	COLUMBIA, VA 23038
54A A 3	LAYNE, NATHANIEL L & ELIZABETH S F	P O BOX 818	COLUMBIA, VA 23038
54A 1 33 & 34	LEWIS, WILLIAM F ET AL	467 MARTIN KINGS RD.	CHARLOTTESVILLE, VA 22902
54A 1 17 & 18	MEALY, ROSA D	P O BOX 25655	RICHMOND, VA 23260
54A 1 32	NEWTON, JOSEPH M. & IRENE	P.O. BOX 784	COLUMBIA, VA 23038

54A A 6	REARDON, ANGELA & RONALD	33 ROSS LANE	COLUMBIA, VA 23038
54A 1 5-8, 21-24	REGN, SANDRA JEAN ET AL	4023 DOGWOOD DR	PALMYRA, VA 22963
54A A 7	SAUNDERS, BENNETT Q & CATHY G	64 LEIGH ST	COLUMBIA, VA 23038
54A 1 11, 27-28, 44, 46	ST. JOHN'S EPISCOPAL CHURCH	43 WASHINGTON ST, P O BOX 853	COLUMBIA, VA 23038
54A 1 45	ST. JOSEPH'S CATHOLIC CHURCH	28 CAMERON ST	COLUMBIA, VA 23038
54A 1 1 & 2	WELLS, ALICE MEALY	6615 SEQUOYAH RD	RICHMOND, VA 23225
	Goochland County Admin	P.O. Box 10	Goochland, VA 23063
	Cumberland County Admin	P.O. Box 110	Cumberland, VA 23040

Proposed Zoning for Columbia, VA



Legend

- Columbia Floodplain
- Proposed Zoning**
- A1
- BC
- I2
- R4

0 500 1,000 2,000 Feet

An Ordinance To Amend The Fluvanna County Zoning Map to Establish County Zoning Districts on all Parcels Within the Former Town of Columbia (ZMP 17:03)

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

That the following parcels be and are hereby, zoned A-1, Agricultural, General:

53 A 63B; 54A 1 74A; 54A 1 75; 54A 1 76; 54A 1 77; 54A 1 78A; 54A 1 78B; 54A 1 79; 54A 1 80; 54A 1 80A; 54A 1 82; 54A 1 91; 54A 1 91A; 54A 1 92; 54A 1 93; 54A 1 94; 54A 1 95; 54A 1 95A; 54A 1 96; 54A 1 97; 54A 1 98; 54A 1 99; 54A 1 102; 54A 1 103; 54A 1 104; 54A 1 105; 54A 1 106; 54A 1 107; 54A 1 108; 54A 1 109; 54A 1 110; 54A 1 111; 54A 1 114; 54A 1 114A; 54A 1 114B; 54A 1 11; 54A 1 116; 54A 1 117; 54A 1 118; 54A 1 119; 54A 1 120; 54A 1 121; 54A 1 122; 54A 1 123; 54A 1 124; 54A 1 125; 54A A 112; and 54A A 113.

That the following parcels be and are hereby, zoned BC, Business, Convenience:

54A 1 49; 54A 1 50; 54A 1 51; 54A 1 52; 54A 1 53; 54A 1 54; 54A 1 55; 54A 1 56; 54A 1 57; 54A 1 58; 54A 1 59; 54A 1 60; 54A 1 60A; 54A 1 60B; 54A 1 61; 54A 1 61A; 54A 1 61B; 54A 1 62; 54A 1 62A; 54A 1 63; 54A 1 63A; 54A 1 63B; 54A 1 63C; 54A 1 64; 54A 1 64A; 54A 1 64B; 54A 1 65; 54A 1 66; 54A 1 71A; 54A A 10; 54A A 11; and 54A A 11A.

That the following parcels be and are hereby, zoned I-2, Industrial, General:

54A 1 67; 54A 1 68; 54A 1 69; 54A 1 70; 54A 1 71; 54A 1 71A; 54A 1 72; 54A 1 72A; 54A 1 73; 54A 1 73A; 54A 1 74; 54A 1 83; 54A 1 84; 54A 1 85; 54A 1 86; 54A 1 87; 54A 1 88; 54A 1 89; 54A 1 90; and 54A 1 90A.

That the following parcels be and are hereby, zoned R-4, Residential, Limited:

54A 1 1; 54A 1 2; 54A 1 3; 54A 1 4; 54A 1 5; 54A 1 6; 54A 1 7; 54A 1 8; 54A 1 9; 54A 1 10; 54A 1 11; 54A 1 12; 54A 1 13; 54A 1 14; 54A 1 14A; 54A 1 15; 54A 1 16; 54A 1 17; 54A 1 18; 54A 1 19; 54A 1 20; 54A 1 21; 54A 1 22; 54A 1 23; 54A 1 24; 54A 1 25; 54A 1 26; 54A 1 27; 54A 1 28; 54A 1 29; 54A 1 29A; 54A 1 30; 54A 1 31A; 54A 1 32; 54A 1 33; 54A 1 34; 54A 1 35; 54A 1 36A; 54A 1 36B; 54A 1 37; 54A 1 38; 54A 1 39; 54A 1 40; 54A 1 41; 54A 1 42; 54A 1 43; 54A 1 44; 54A 1 45; 54A 1 46; 54A 1 47; 54A 1 47A; 54A 1 48; 54A 1 48A; 54A A 3; 54A A 4; 54A A 6; 54A A 7; 54A A 8; and 54A A 9.

Brad Robinson

From: Jason Stewart
Sent: Wednesday, September 20, 2017 9:46 AM
To: Brad Robinson
Subject: FW: Planning Commission Public Hearing

From: Steve Nichols
Sent: Tuesday, September 19, 2017 5:29 PM
To: Jason Stewart
Cc: pgrady@nexet.net
Subject: FW: Planning Commission Public Hearing

Jason,

Please make sure this information is included in the Public Hearing staff briefs for the Planning Commission and the Board of Supervisors.

Steve

Steven M. Nichols | County Administrator | Fluvanna County | Palmyra, VA 22963
Ph: 434-591-1910 | snichols@fluvannacounty.org | www.fluvannacounty.org

Fluvanna County...The heart of Virginia and your gateway to the future.

Celebrating 240 years (1777 - 2017)!

From: Paul Grady [<mailto:pgrady@nexet.net>]
Sent: Tuesday, September 19, 2017 5:28 PM
To: Steve Nichols <snichols@fluvannacounty.org>
Subject: Planning Commission Public Hearing

Steve,

Even though I am over my illness, I now have to deal with a blown head gasket in my truck. I am putting it in the shop tomorrow to install a factory rebuilt engine and I will not be able to attend the Planning Commission Public Hearing on the zoning districts.

Would you please inform the Planning Commission that I am very upset that my parcel 54A 1 43 has been designated as Residential. Parcel 54A 1 43 has historically been part of the Walton Store property for over 100 years. It even had a sawmill on it until one of my neighbors stole it a number of years ago. Parcel 54A 1 43 is also the only part of my property that is not in the 100 year flood plain and I would consider classifying it as residential as a taking of my property without compensation. I want parcel 54A 1 43 to remain commercial.

Paul Grady

Brad Robinson

From: Jason Stewart
Sent: Tuesday, October 10, 2017 11:19 AM
To: Brad Robinson
Subject: FW: Planning Commission Meeting

Please include in the packet.

From: Steve Nichols
Sent: Tuesday, October 10, 2017 11:18 AM
To: Paul Grady
Cc: Jason Stewart
Subject: RE: Planning Commission Meeting

Paul,

The previously scheduled Public Hearing was changed to tonight due to an administrative requirement.

Staff will provide your email below to the Planning Commission for their consideration, and subsequently to the Board of Supervisors, as well.

Steve

Steven M. Nichols | County Administrator | Fluvanna County | Palmyra, VA 22963
Ph: 434-591-1910 | snichols@fluvannacounty.org | www.fluvannacounty.org

Fluvanna County...The heart of Virginia and your gateway to the future.

Celebrating 240 years (1777 - 2017)!

From: Paul Grady [<mailto:pgrady@nexet.net>]
Sent: Tuesday, October 10, 2017 11:03 AM
To: Steve Nichols <snichols@fluvannacounty.org>
Subject: Planning Commission Meeting

Steve,

I could not attend the neighborhood meeting last Tuesday nor can I attend tonight's Planning Commission meeting because my truck is still in the shop getting a new engine.

Did the previously scheduled public hearing not happen? Do I need to submit another e-mail protesting the down zoning of my parcel 54A 1 43 from historically commercial to residential? Why do you people hate me? This property is all I have to enhance my retirement and you are trying to take that away. What is wrong with you people?

Paul Grady

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

TAB Mc

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	ZMP 17:02 – Village Oaks Proffer Amendment				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer ZMP 17:02, a request to amend proffer number eight (8) of ZMP 04:02 with respect to Tax Map 9, Section A, Parcels 13 and 14C and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 and 7.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on September 12, 2017, the Planning Commission recommended approval of ZMP 17:02 (4-0); Mr. Zimmer moved to recommend approval, Mr. Lagomarsino seconded. AYES: Bibb, Zimmer, Johnson, Lagomarsino (Rivanna District – Vacant)				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request to amend proffer number eight (8) of ZMP 04:02 with respect to Tax Map 9, Section A, Parcels 13 and 14C and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 & 7.				
FISCAL IMPACT:					
POLICY IMPACT:	<p>Regarding ZMP 17:02, the Board of Supervisors may:</p> <ul style="list-style-type: none"> • Approve this request, allowing amendment of Proffer #8; OR • Deny this request, preventing amendment of Proffer #8; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	Review of a proposed Zoning Map Amendment in accordance with Chapter 22, Article 17 of the Fluvanna County Code (Zoning Ordinance: Conditional Rezoning).				
	Application was received on June 30, 2017.				
	Planning Commission reviewed the request on August 8 and September 12, 2017.				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2017-10-18 p.45/219
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZMP 17:02
Tax Map: See Attachment A

From: Brad Robinson
District: Rivanna
Date: October 18, 2017

General Information: This request is to be heard by the Board of Supervisors on Wednesday, October 18, 2017 at 7:00 pm in the Circuit Court Room in the Courts Building.

Owners: Sycamore Square LLC (Tax Maps 9-A-13, 9-A-14C, 9-13-A, 9-13-B, 9-13-1, 9-13-2, 9-13-6 and 9-13-7)
Southern Development Homes (Tax Map 9-13-3)
Stephen Muskie and Sandra Cook (Tax Map 9-13-4)
Curtis and Brenda Carlisle (Tax Map 9-13-5)

Applicant: Southern Development

Representative: Keith Lancaster

Requested Action: To amend Proffer #8 of the proffers associated with rezoning case #ZMP 04:02. (Attachment A)

Location: The properties are located along the north side of Lake Monticello Road (Route 618), across from the main gate at Lake Monticello and Crofton Plaza. (Attachment B)

Existing Zoning: R-3, Residential, Planned Community

Proposed Zoning: R-3, Residential, amendment of Proffer #8

Existing Land Use: Residential

Planning Area: Rivanna Community Planning Area

Adjacent Land Use: Adjacent properties are zoned R-4, B-1 and A-1.

Zoning History: This property was approved for rezoning from A-1, Agricultural, General to R-3, Residential, (ZMP 04:02) by the Board of Supervisors on February 16, 2005 with eighteen (18) proffers. An application (ZMP 10:01) to amend Proffers #8 and #15 was denied by the Board of Supervisors on October 20, 2010. An application

(ZMP 12:03) to amend Proffer #8 was approved by the Board of Supervisors on November 20, 2013. (Attachments C & D)

Neighborhood Meeting:

A neighborhood meeting was held July 19, 2017. There were two (2) attendees not including staff and the applicant. The attendees had questions about whether the assisted living facility would be moving forward and the type of homes that would be proposed if the proffer amendment is approved.

(Attachment E)

Technical Review Committee:

The Technical Review Committee (TRC) did not have any comments regarding this application.

Analysis:

The applicant is proposing to amend Proffer #8 associated with rezoning case number ZMP 04:02. A total of eighteen (18) proffers were originally approved as follows:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.

6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza. A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00. In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.

17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

In 2013, Proffer #8 was amended by application #ZMP 12:03 to read:

The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Actions 1995: Final Rule. The following requirements shall apply:

1. *The housing shall be intended and designed for persons aged 55 and older;*
2. *At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;*
3. *The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and*
4. *The development shall also comply with rules issued by HUD for the verification of occupancy.*

The applicant now requests to amend Proffer #8 by removing the age restriction completely. The developer has been working on the Village Oaks project for over ten years and found there to be low demand and market conditions for age-restricted communities. According to the developer, buyers under the age of 55 are looking for homes with design elements to enhance the ability to age in place. A significant segment of buyers over age 55 also prefer to live communities with age diversity. This data is made apparent from the absorption rates in the area communities such as Spring Creek, neighboring River Oaks and other neighborhoods recently sold-out by Southern Development Homes. This request would allow the developer and Village Oaks to offer a diverse age demographic while still offering main floor living designs. No changes are proposed to the approved senior living facility in the front of the community (SUP 04:20) or the proffers for commercial development. Nahor Village will continue to serve those looking for age-restricted communities in Fluvanna for many years in the future. The added support from the existing residents of Village Oaks who desire progress in a diverse and vibrant community has caused the developer to move on this request at this time.

Planning Commission: August 8, 2017

The applicant initially proposed to delete Proffer #8 in its entirety. After the public hearing and discussion with the applicant, the Planning Commission deferred this request by a vote of 5-0 in order to allow the applicant to develop revised language for Proffer #8 instead of deletion. No citizens spoke during the public hearing.

Planning Commission: September 12, 2017

A revised proffer statement was submitted August 28, 2017. The applicant amended Proffer #8 to read as follows:

A minimum of 35% of the housing shall be designed with at least one bedroom on the first floor, such that all typical living functions can be accommodated on the first floor of the home.

After additional discussion with the applicant, the Planning Commission voted 4-0 to recommend approval.

(Attachment F)

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Rivanna (Lake Monticello) Community Planning Area. According to this chapter, *“the area is traditionally neighborhood residential, with primarily single-family detached dwellings. Surrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes.”* While the proposed amendment to Proffer #8 would potentially reduce the amount of housing planned for a certain age demographic, it would increase the opportunity to provide alternatives to the existing single-family detached dwellings that predominantly exist in the area.

Housing Chapter:

According to this chapter, *“two age-restricted communities with assisted-living housing and facilities have been approved in the Rivanna community planning area. The southern part of the county is served by a nursing home in Fork Union. Smaller homes to own or rent designed with seniors in mind should be encouraged in the planning process. As the population of the county continues to age, mobility will become a prominent issue. Rural seniors who are no longer able to drive face serious obstacles in accessing food and medical care. Fluvanna is certain to remain rural and automobile dependent, but creating options for non-drivers (compact, walkable areas, neighborhoods with mixed uses, and access to transit) is essential for allowing residents to thrive here throughout their lives.”* The proposed amendment to Proffer #8 would reduce the number of age-restricted communities in the Rivanna community planning area; however the proposed amendment also ensures a certain percentage of units are designed with seniors in mind who may prefer main floor living.

Conclusion:

This proffer amendment request would reduce the amount of housing planned for persons aged fifty-five (55) or older and Nahor Village would become the primary age-restricted community within the Rivanna community planning area. However, Village Oaks will still contain an assisted living facility (SUP 04:20) which will serve as another alternative for Fluvanna seniors.

When reviewing this proffer amendment request, the Board of Supervisors should take into consideration how this request does or does not meet the intent of the Comprehensive Plan, and the intent of the originally approved project (ZMP 04:02).

Suggested Motion:

I move that the Board of Supervisors approve/deny/defer ZMP 17:02, a request to amend proffer number eight (8) of ZMP 04:02 with respect to Tax Map 9, Section A, Parcels 13 and 14C and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 and 7.

Attachments:

- A – Application and APO Letter
- B – Aerial Vicinity Map
- C – ZMP 04:02 Approval Letter
- D – ZMP 12:03 Approval Letter
- E – Neighborhood Meeting sign-in sheet and notes
- F – Revised proffer statement
- G – Informational brochure, “Aging in Place”
- H – Proposed ordinance

Copy: Keith Lancaster, Southern Development, 170 Pantops Dr, Charlottesville, VA 22911
Stephen Muskie & Sandra Cooke, 34 Virginia Ave, Palmyra, VA 22963
Curtis & Brenda Carlisle, 45 Manor Blvd, Palmyra, VA 22963
File



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Sycamore Square LLC **Applicant of Record:** Southern Development
E911 Address: 170 South Pantops Drive **E911 Address:** 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-245-0895 **Phone:** 434-245-0894 **Fax:** 434-245-0895
Email: Klancaster@southern-development.com **Email:** Klancaster@southern-development.com
Representative: Keith Lancaster
E911 Address: 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-245-0895
Email: Klancaster@southern-development.com
Tax Map and Parcel(s): see Attachment "A" **Deed Book Reference:** Plat book 3 pages 201-203
Acreage: 38.869 **Zoning:** R-3 **Deed Restrictions?** No Yes (Attach copy)
Location of Parcel: Village Oaks
Requested Zoning: R-3 **Proposed use of Property:** Residential / Commercial (Amend Proffer #8)

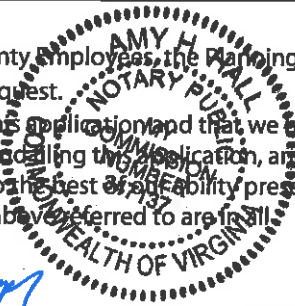
Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? No Yes
 If Yes, what district: _____

Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and calling this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 6/27/17 Signature of Owner/Applicant: [Signature]
 Subscribed and sworn to before me this 27 day of July, 2017 Register # 347137
 My commission expires: 9/30/2020 Notary Public: [Signature]



All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY	
Date Received: <u>6/30/17</u>	Pre-Application Meeting: _____
PH Sign Deposit Received: <u>6/30/17</u>	Application #: <u>ZMP 17 :02</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified	
Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>750.00 6/30/17 + 90.00 SD = 840.00</u>	
Election District: <u>Palmyra</u>	Planning Area: <u>Rural Residential</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates: _____	Advertisement Dates: _____
APO Notification: _____	APO Notification: _____
Date of Hearing: _____	Date of Hearing: _____
Decision: _____	Decision: _____



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Southern Development Homes **Applicant of Record:** Southern Development
E911 Address: 170 South Pantops Dr. **E911 Address:** 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-245-0895 **Phone:** 434-245-0894 **Fax:** 434-245-0895
Email: klancaster@southern-development.com **Email:** klancaster@southern-development.com

Representative: Keith Lancaster
E911 Address: 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-0895
Email: klancaster@southern-development.com

Tax Map and Parcel(s): 9-13-3 **Deed Book Reference:** _____
Acreeage: 0.144 **Zoning:** R-3 **Deed Restrictions?** No Yes (Attach copy)
Location of Parcel: Village Oaks
Requested Zoning: R-3 **Proposed use of Property:** Residential (Amend proffer #8)

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? No Yes
 If Yes, what district: _____

Affidavit to Accompany Petition for Rezoning

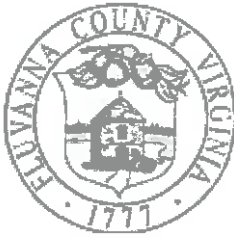
By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached proffer to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 6/27/17 Signature of Owner/Applicant: [Signature]
 Subscribed and sworn to before me this 27th day of July, 2017 Register # 247137
 My commission expires: 9/30/2020 Notary Public: [Signature]

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OFFICE USE ONLY	
Date Received: <u>6/30/17</u>	Pre-Application Meeting: _____
PH Sign Deposit Received: <u>6/30/17</u>	Application #: <u>ZMP 17-02</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>750.00 6/30/17 + 90.00 S.D. = 840.00</u>	
Election District: <u>Palmyra</u>	Planning Area: <u>Rivanna CPA</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates: _____	Advertisement Dates: _____
APO Notification: _____	APO Notification: _____
Date of Hearing: _____	Date of Hearing: _____
Decision: _____	Decision: _____

Reset Form



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Stephen Muskie + Sandra Cook Applicant of Record: Southern Development

E911 Address: 34 Virginia Ave E911 Address: 170 South Pantops Dr.

Phone: 434-249-4842 Phone: 434-245-0894 Fax: 434-245-0895

Email: stevemuskie@gmail.com Email: K.lancaster@southern-development.com

Representative: Keith Lancaster

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address: 170 South Pantops Dr.

Phone: 434-245-0894 Fax: 434-245-0895

Email: K.lancaster@southern-development.com

Is property in Agricultural Forestal District? No Yes
If Yes, what district:

Tax Map and Parcel(s): 9-13-4 Deed Book Reference:

Acreage: 0.189 Zoning: R-3 Deed Restrictions? No Yes (Attach copy)

Location of Parcel: Village Oaks

Requested Zoning: R-3 Proposed use of Property: Residential (anend proffer #8)

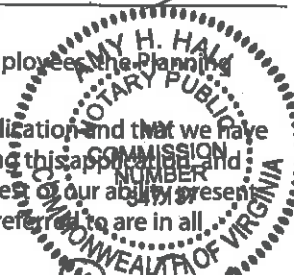
Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 6/29/17 Signature of Owner/Applicant: Sandra Cook

Subscribed and sworn to before me this 29 day of June, 2017 Register # 347137

My commission expires: 9/30/2020 Notary Public: [Signature]



All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

Table with columns for Date Received, Pre-Application Meeting, PH Sign Deposit Received, Application #, Mailing Costs, Election District, Planning Area, and sections for Planning Commission and Board of Supervisors.

Reset Form

Print Form



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: Curtis M. + Brenda M. Carlisle **Applicant of Record:** Southern Development
E911 Address: 45 Manor Blvd. **E911 Address:** 170 South Pantops Dr.
Phone: _____ **Fax:** _____ **Phone:** 434-245-0894 **Fax:** 434-245-0895
Email: _____ **Email:** klancaster@southern-development.com

Representative: Keith Lancaster
E911 Address: 170 South Pantops Dr.
Phone: 434-245-0894 **Fax:** 434-245-0895
Email: klancaster@southern-development.com

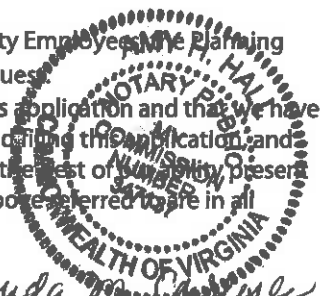
Tax Map and Parcel(s): 9-13-5 **Deed Book Reference:** _____
Acres: 0.197 **Zoning:** R-3 **Deed Restrictions?** No Yes (Attach copy)
Location of Parcel: Village Oaks
Requested Zoning: R-3 **Proposed use of Property:** Residential (Amend proffer #8)

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? No Yes
 If Yes, what district: _____

Affidavit to Accompany Petition for Rezoning

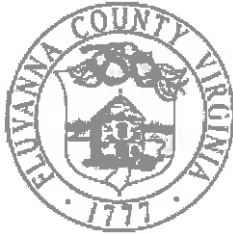
By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.



Date: June 29, 2017 **Signature of Owner/Applicant:** Curtis M. Carlisle Brenda M. Carlisle
Subscribed and sworn to before me this 29 **day of** June **, 20** 17 **Register #** 347187
My commission expires: 9/30/2020 **Notary Public:** [Signature]

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY	
Date Received: <u>6/30/17</u>	Pre-Application Meeting: _____ PH Sign Deposit Received: <u>6/30/17</u> Application #: <u>ZMP 17 : 02</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified	
Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>750.00 6/30/17 + 90.00 SD = 840.00</u>	
Election District: <u>Palmyra</u>	Planning Area: <u>Rivanna CPA</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates: _____	Advertisement Dates: _____
APO Notification: _____	APO Notification: _____
Date of Hearing: _____	Date of Hearing: _____
Decision: _____	Decision: _____



COMMONWEALTH OF VIRGINIA
 COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: Southern Development
 Address: 170 S. Poncha Dr.
 City: Charlottesville
 State: VA Zip Code: 22911

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

[Signature] 6/22/17
 Applicant Signature Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP _____ : ZMP <u>17</u> : <u>02</u> ZTA _____ :	
\$90 deposit paid per sign*: <u>90.00</u> <u>6/30/17</u> <u>V# 1394</u>	Approximate date to be returned:

Attachment "A"

Sycamore Square LLC.

Tax Map and Parcel(s):

- 9-A-15 15ac.
- 9-A-14C 21.115ac.
- 9-13-A 0.467ac.
- 9-13-B 1.705ac.
- 9-13-1 0.148ac.
- 9-13-2 0.141ac.
- 9-13-6 0.147ac.
- 9-13-7 0.146ac.

Total acreage = 38.869

June 29, 2017

(Current Proffer # 8) The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Act of 1995: Final Rule. The following requirements shall apply:

1. The housing shall be intended and designed for persons aged 55 and older;
2. At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;
3. The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older;
4. The development shall also comply with rules issued by HUD for the verification of occupancy.

(Proposed Proffer # 8) Remove condition # 8 as proffer for Village Oaks.



OFFICIAL RECEIPT
FLUVANNA COUNTY CIRCUIT COURT
DEED RECEIPT

DATE: 12/08/14 TIME: 11:51:54 ACCOUNT: 065CLR1403404 RECEIPT: 14000007578
 CASHIER: TLL REG: VU16 TYPE: DEC PAYMENT: FULL PAYMENT
 INSTRUMENT : 1403404 BOOK: 929 PAGE: 719 RECORDED: 12/08/14 AT 11:51
 GRANTOR: VILLAGE OAK SUB & SYCAMORE SQUARE EX: N LOC: CO
 GRANTEE: VILLAGE OAK SUB & SYCAMORE SQUARE EX: N PCT: 100%
 AND ADDRESS :
 RECEIVED OF : SYCAMORE DATE OF DEED: 11/24/14
 CHECK: \$115.00 1215
 DESCRIPTION 1: DECLARATION OF COVENANTS CONDITIONS & RESTRIC PAGES: 38 OP: 3
 2: TIONS NAMES: 0
 CONSIDERATION: .00 A/VAL: .00 MAP:
 PIN:
 301 DEEDS 89.00 145 VSLF 6.00
 106 TECHNOLOGY TRST FND 20.00
 TENDERED 115.00
 AMOUNT PAID: 115.00
 CHANGE AMT : .00

CLERK OF COURT: BOUSON E. PETERSON

PAYOR'S COPY
RECEIPT COPY 1 OF 3

Plat
Plat Book 3, Page 201-203

Prepared by Lois Haverstrom / TMP: 9A-14, 9A-14C and 9-12-156

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE OAKS SUBDIVISION, FLUVANNA COUNTY, VIRGINIA**

3404

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 19th day of November, 2014, by Sycamore Square, LLC, a Virginia limited liability company, its successors or assigns (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, the Declarant is the owner of the real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Declarant intends by this Declaration to impose upon the Property certain restrictions under a general plan of improvement for the benefit of all owners of real property within the Property, and, to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property as is now, or shall hereinafter be, subject to this Declaration.

DECLARATIONS

The Declarant hereby declares that all of the property described in Exhibit A, and any additional property which is hereafter subject to this Declaration by a Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the integrity and desirability of the Property, which shall run with the Property subject to this Declaration, and, which shall be binding on all parties having any right, title, or interest in the described Property, or any part thereof, their heirs, successors, successors-in-title and/or assigns, and shall inure to the benefit of each owner hereof. The recitals are incorporated herein and made a part hereof by reference.

ARTICLE I - DEFINITIONS

Plot Book 3, Pages 201-203.

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those other areas of responsibility, if any, which by the terms of this Declaration, Supplemental Declarations, or, other applicable covenants, or by contract or agreement, become the responsibility of the Association, including but not limited to, the responsibility for maintenance, repair, and/or replacement.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Village Oaks Property Owners Association, Inc. (the "POA" or "Association"), as filed with the Secretary of the Virginia State Corporation Commission. The name of the POA may be changed to reflect name availability with the Virginia State Corporation Commission.

Section 3. "Association" shall mean and refer to the Village Oaks Property Owners Association, Inc. (the "POA" or "Association").

Section 4. "Base Assessment" shall mean and refer to assessments levied equally against all Class A Members of Lots in the Property to fund Common Expenses.

Section 5. "Board of Directors" or "Board" shall mean and refer to the appointed or elected body of the Association having its normal meaning under Virginia corporate law.

Section 6. "Buffer" shall mean and refer to certain portions of the Property that are owned by the Declarant or by the Association, adjacent to a platted Lot or Lots as common area property which are intended to serve as Open Space, or shown as buffer space on a platted Lot. The Declarant or the Association, other than as established by applicable zoning proffers, has no obligations to plant or grow grass, shrubs, and/or trees in, or to actively landscape, any area designated as a "buffer" on any plat or plan related to the construction or development of the Property, including any platted buffer that lies within a Lot(s).

Section 7. "Builder" shall mean and refer to any record owner of a Lot who has acquired the Lot for construction of a dwelling on the Lot, with the intention of selling and conveying such Lot to a third party Owner.

Section 8. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 9. "Class B Control Period" shall mean and refer to the period of time during which the Class B Member is entitled to appoint a majority of the members of the Board of Directors, as provided in the Bylaws, and may also be referred to as the "Declarant Control Period."

Section 10. "Clerk's Office" shall mean and refer to the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia.

Section 11. "Common Area" shall mean and refer to all the real and personal property now or hereafter owned by the Association for the common use and enjoyment of every Lot Owner, in good standing, including but not limited to the areas devoted to private streets, the buffer areas, open space and the improvements thereon, and the Storm Water Management Facilities ("BMP") and the surrounding open space, subject to the limitations set forth in this Declaration. The Association shall be obligated to accept as the Common Area any property or interest therein conveyed to it by the Declaration and the Declarant shall have the unilateral right to convey the Common Area property to the Association through the Declarant's recordation of a Deed recorded in the Clerk's Office. Common Areas are the Areas of Common Responsibility.

Section 12. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserves, as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of the Association, but shall not include expenses incurred during the Class B Control Period for the initial development work, original construction or installation of the initial infrastructure or original capital improvements, or other original construction costs, as called for by the subdivision site plan, unless approved by a majority of the total Class A votes of the Association.

Section 13. "Community-Wide Standard" shall mean the standard of conduct, maintenance, rules or other activity generally prevailing throughout the Property. Such standards may be more specifically established and determined by the Board of Directors or the Architectural Review Board ("ARB").

Section 14. "County" shall mean and refer to the County of Fluvanna, Virginia.

Section 15. "Declarant" shall mean and refer to Sycamore Square, LLC, a Virginia limited liability company. Declarant may designate a successor Declarant or Declarants to take and hold some or all of

its respective rights, powers, privileges, and, obligations as the Declarant under this Declaration by written instrument recorded in the Clerk's Office. When the Declarant no longer owns any parcels of land within the Property, as defined in Section 27, then the Association is the Declarant, without the need for any written transfer of the respective rights, powers, privileges and obligations.

Section 16. "Development Property" shall mean and refer to the property described in Exhibit A and all or a portion of the property described in Exhibit B which Declarant may from time to time anticipate subjecting to this Declaration, and any other property hereinafter subjected to this Declaration. Inclusion of property in Exhibit B shall not, under any circumstance, obligate the Declarant to subject such property to this Declaration, nor shall the exclusion or absence of property described in Exhibit B from the Development Property bar its later annexation in accordance with Article VIII hereof.

Section 17. "Improved Lot" shall mean and refer to a Lot on which a residence has been substantially completed and for which a certificate of occupancy ("CO") has been issued by the County. All other Lots are defined as "Unimproved Lots."

Section 18. "Lot" shall mean and refer to any plot or parcel of land as shown on a recorded subdivision plat of the Property with the exception of the Common Areas.

Section 19. "Majority" shall mean and refer to the number greater than half of any total.

Section 20. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 21. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure a debt, or any other form of security deed recorded in the Clerk's Office.

Section 22. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage or Deed of Trust.

Section 23. "Mortgagor" shall mean and refer to any Person who gives a Mortgage or Deed of Trust.

Section 24. "Owner" shall mean and refer to the record owner, whether one (1) or more Persons, of any Lot, including builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation, and/or tenants and other leasehold interests.

Section 25. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 26. "Private Streets" shall mean and refer to any portion of the Property subject to a private street access easement, alley access easement, and/or parking area easement, and the improvements located within such easements, established and constructed to serve as vehicular and pedestrian access to and from certain Lots and or Common Areas, as more specifically designated on any recorded Plat of Village Oaks Subdivision.

Section 27. "Property" shall mean and refer to the real property described in Exhibit A attached hereto and made a part hereof, together with such additional property of phases of the subdivision, as hereafter subject to this Declaration by Supplemental Declaration by the Declarant.

929 722

Section 28. "Special Assessment" shall mean and refer to assessments levied in accordance with Article VIII hereof.

Section 29. "Supplemental Declaration" shall mean and amendment or supplement to this Declaration which subjects additional property to this Declaration, and/or, imposes additional restrictions and obligations on the land described therein, and/or, otherwise modifies the terms of this Declaration as provided for herein.

ARTICLE II - PROPERTY FACILITIES

Section 1. General. Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration, and any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Board to adopt other rules regulating the use and enjoyment of the Common Area, including limiting the number of guests who may use the Common Area, and, the other conditions upon guest use of the Common Area;

(c) the right of the Board to assess charges against an Owner for their violation, or their family's, tenant's, guest's, resident's, or other invitee's violation, of any provision of this Declaration, Bylaws, or, rules of the Association, after notice and an opportunity for a hearing have been provided to the Owner pursuant to Association rules established and adopted by the Board;

(d) the right of the Board to suspend the voting rights of the right of an Owner to use facilities or services, provided directly through the Association for the nonpayment of assessments which are more than forty-five (45) days past due, to the extent that access to the Lot through necessary Common Areas is not precluded and provided that such suspension shall not endanger the safety or property of any Owner, tenant or occupant, if any (i) for any period during which any charge against such Owner's Lot remains delinquent of more than forty-five (45) days, and (ii) for a period not to exceed forty five (45) days for a single violation or for a longer period in the case of any continuing violations of the Declaration, Bylaws or Rules and Regulations of the Association, after notice and an opportunity for a hearing have been provided to the Owner;

(e) the right of the Association, acting through the Board, to dedicate or transfer all of any part of the Common Area pursuant to Article VIII hereof;

(f) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use and recreational facilities situated upon the Common Area.

(g) The right of the Declarant, during the development period and thereafter the Board of Directors, to grant, relocate or vacate easements or rights of way, over, across, under and through the Property.

Section 2. Delegation of Use. Subject to the provisions of Section 1 hereof, any Owner may delegate his or her right of use and enjoyment of the Common areas and Facilities to the members of his

or her family in residence at the Lot, subject to reasonable regulation by the Board and in accordance with procedures that the Board may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all of the rights of use and enjoyment of the Common Areas and Facilities to the Lot's lessee, unless the Owner notifies the Association in writing that he or she has retained all such rights. However, should any Owner desire to lease or rent his or her Lot, the lease or rental agreement shall be in writing and shall contain specific conditions which require the lessee/renter to abide by all Association Covenants, Rules and Regulations, and any Owner desiring to rent or lease a Lot also covenants that the Lessee/Renter will be provided with a complete set of all Association Covenants, Rules and Regulations. A tenant's violation of the Association's Declaration, Bylaws, Rules and/or Regulation shall be deemed to be a violation by the Owner, and shall further constitute a default under the lease for which the Association, on behalf of and at the expense of the Owner may seek any remedies available at law or equity, including the eviction of the tenant on behalf of and as agent for the Owner, after ten (10) days written notice to the Owner and the Owner's failure to evict said tenant or lessee.

Section 3. Limitations. The limitations or restrictions permitted by Article II shall not be construed to permit the Declarant or the Association to take any action that would have the effect of adversely affecting the rights of a Lot Owner to direct ingress and egress to and from the Owner's Lot or effect any access to utility services to their Lot, such as water, sewer, electric, telecommunication or other utility services that service the Lot.

ARTICLE III - ASSOCIATION FUNCTION / MEMBERSHIP AND VOTING RIGHTS

Section 1. Function of Association. The Association shall be established as a non-stock corporation under the laws of the Commonwealth of Virginia. The Association shall be the entity responsible for management, maintenance, operation and control of the Areas of Common Responsibility and those portions of the Lots as specified in Article IV hereof. The Association shall be the primary entity responsible for the enforcement of the Declaration and such rules as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and the laws of the Commonwealth of Virginia. These functions shall be performed at the Direction of the Board, by and through the Association's Directors, Officers, Committees, employees, contractors, and/or Managing Agent.

Section 2. Managing Agent. The Board of Directors may employ or contract with a Professional Managing Agent for the Association at a compensation and under such terms as established by the Board, to perform such duties and services as the Board shall authorize, to assist the Association with its responsibilities.

Section 3. Membership. Every Owner, as defined in Article I hereof, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one (1) Person, all such co-owners shall be entitled to the privileged of membership, subject to the restrictions on voting set forth in Section 4 of this Article and in the Bylaws, and all such so-owners, shall be jointly and severally obligated to perform the responsibilities of the Owners hereunder. The rights and privileges of membership may be exercised by a Member, or by any Person named in an applicable power of attorney for the Member, subject to the provisions of this Declaration and the Bylaws. The membership

rights of a Lot owned by a corporation, trust, partnership or other legal entity shall be exercised by the individual(s) designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The foregoing does not include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 4. Voting Rights. The total number of Lots shall be determined by recorded subdivision plat(s), as permitted by the County and as recorded in the Clerk's Office. Each Lot constitutes one (1) residential dwelling unit. This Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners of Lots, with the exception of the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarants. The Class B Members shall be entitled to twenty (20) votes for each Lot owned. The Class B Membership shall terminate on the date on which Declarant has transferred to Class A Members a total of ninety-five percent (95%) of total anticipated number of Lots that may be developed on the Property. The Declarant may terminate its Class B Membership at any time by filing with the Association and in the Clerk's Office a written certificate terminating Declarant's interest as Class B Member. At such time as the Declarant's Class B Membership terminates, the Declarant shall become a Class A Member to the extent and for the period during which the Declarant owns any Lot in the Property.

Section 5. Quorum. At any meeting called to vote on taking any action authorized under this Declaration, an amendment to, or, the termination of this Declaration, the presence of Members or of proxies entitled to cast twenty-five percent (25%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, and the presence of Members or of proxies entitled to cast ten percent (10%) of all votes shall constitute a quorum at the subsequent meetings called for the same purpose. Written notice of said meeting shall be hand delivered, mailed postage prepaid, or, emailed to all Members not less than fifteen (15) days prior to the date of the meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the taking of any vote by the Members. Every proxy shall be revocable and shall automatically cease (i) upon conveyance by the Member of his or her Lot, or, (ii) if the Member giving the proxy personally attends the meeting to which the proxy pertains. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members.

Section 7. Voting Rights Abated. Voting rights are abated for any Lot where the current Owner is subject to past due and delinquent assessments, that are in excess of 30 days past due. Voting rights resume after all past due Assessments, including all past due charges and costs of collection, are brought current.

Section 8. Rules. The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors and election of Directors shall be governed by this Declaration and by the Bylaws of the Association. The Board may make such rules and regulations consistent with the terms of the Declaration, as may be amended, and the other governing documents of the Association as it deems advisable for the benefit of the Association.

ARTICLE IV - MAINTENANCE

Section 1. Sidewalks. The initial construction of the road frontage sidewalks shall be borne and completed by Declarant or its designee. As of the date the Declarant installs the Common Area improvements, the cleaning, repair, maintenance, upkeep, improvement, snow removal, enhancement and replacement of the sidewalks within the Common Area shall be borne by the Association. All walkways running from road frontage sidewalks to the door of all Lots will be maintained, replaced, improved or repaired by individual Lot Owners, except that snow and ice removal shall be a function of the Association. The road frontage sidewalks that are within the Public Right of Way are planned to be maintained by the Commonwealth through the Virginia Department of Transportation, once accepted, and subject to all applicable governmental ordinances, including ordinances relating to snow and ice removal by Owners, if applicable. The Association shall include sidewalk snow removal as part of the services provided by the Association.

Section 2. Maintenance of Drainage and Storm Water Run-Off Control Measures. The County has required certain drainage and storm water run-off control measures to be constructed, maintenance, inspected, replaced and repaired as part of its approval of the development of Village Oaks. **This subdivision will be subject to a separate Storm Water Management Agreement with the County.** The initial construction of the drainage and storm water run-off control measures shall be borne and completed by Declarant. As of the completion date, the repair, maintenance, upkeep, improvement, enhancement and replacement of the drainage and storm water run-off control measures shall be borne by and are the responsibility of the Association. These facilities include, but are not limited to, storm sewers, drainage channels, biofilters and basins.

Section 3. Maintenance of Identification Signs. The Declarant has determined that it is desirable to construct, install, and maintain community and street identification signs within Village Oaks. The initial construction and installation of community and street identification signs deemed appropriate by Declarant shall be borne and completed by Declarant. After the installation of any such sign, the repair, maintenance, upkeep, improvement, enhancement and replacement of community identification signs shall be borne by and be the responsibility of the Association. On Roads accepted in to the Public Road System, the road signs shall meet the required standards and be maintained by the Commonwealth of Virginia's public road authorities. All signs in the subdivision shall be accordance with the requirements of the public road authorities.

Section 4. Maintenance of Public and Private Roads.

(a) Right of Dedication. The Declarant shall have the right and power to dedicate to public use certain Roads, shown as Public on the Plat, so that the same may be accepted into the Commonwealth of Virginia's public road system and thereby be publicly maintained ("Public Roads").

(b) Regulation of Traffic and Parking. Until the Public Roads are accepted for public use and maintenance, the Declarant, during the Declarant Control Period, and thereafter, the Board of the Association, shall have the right and power to place any reasonable restrictions upon the use of the

Public Roads, including the establishment of speed limits and regulation of parking along the Roads. Nothing herein shall be construed to delegate any aspect of the police power of the County or of the Commonwealth of Virginia, as all such regulation shall at all times be subject to applicable State and County regulation.

(c) Responsibility for Maintenance of the Public Roads. The initial construction of the Public Roads shall be paid for by and shall be completed by the Declarant or its assigns. Upon completion of the construction of the Roads, the cost of Maintenance, upkeep or replacement of all Roads and sidewalks located within the established Public easements or right of ways in Village Oaks Subdivision shall be the sole responsibility of the Declarant until accepted into the Public Road System, except that the Association shall pay for snow and ice removal from the roadways and sidewalks until acceptance into the Public Road System. **No such cost will be borne by the County of Fluvanna or the Commonwealth of Virginia or any other public agency until accepted into the Public Road System.**

(d) Responsibility for Maintenance of the Private Roads. The initial construction of the Private Roads shall be paid for by and shall be completed by the Declarant or its assigns. Upon completion of the construction of the Private Roads, the cost of Maintenance, upkeep or replacement of all Private Roads and sidewalks located within the established Private easements or Private right of ways in Village Oaks shall be the sole responsibility of the Association as set forth below:

(i) Minimum Standards: The Private streets shall be maintained within the width easements and the paved travel surface, to be maintained in perpetuity to substantially the same condition it was in when approved by the County and initially constructed by the Declarant. The travelway shall at all times be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions.

(ii) Maintenance. For purposes of this instrument, 'maintenance', includes the maintenance of the private streets or alleys, and all curbs, curbs and gutters, drainage facilities, utilities, dams, bridges and other private street improvements, and the prompt removal of snow, water, debris, or any other obstruction so as to keep the private street or alley reasonably open for usage by all vehicles, including emergency services vehicles. The term "to maintain," or any derivation of that verb, includes the maintenance, replacement, reconstruction and correction of defects or damage.

(iii) Cost of Maintenance. The Owner(s) of Lots shall be equally responsible for the cost of the maintenance of, and or repair to the Private Street, by and through the Home Owner's Association. **No public agency, including the Virginia Department of Transportation and the County of Fluvanna, Virginia, will be responsible for maintaining any improvement identified as part of the Private Rights of Way in Village Oaks.**

(iv) When to Maintain. After the initial construction of the Private Streets, any further construction, maintenance or repair shall be undertaken with the approval of the Declarant or the Board of the Association. The cost and obligations to pay for Private Road Maintenance shall be part of the Assessment structure of the Association.

(e) Parking Areas. Each Lot is **required to utilize garage and driveway parking to the fullest extent**, first and foremost, for parking their automobiles. Any parking areas that are established in Village Oaks will be used and maintained according to rules to be adopted by the Board. Such parking

spaces may be assigned to individual Lots and/or reserved as guest parking, to be determined and modified from time to time according to rules established by the Board. Available Parking spaces will NOT be allocated evenly to every Lot or Owner. The Parking Areas will be along the Private Roadways and maintained in the same manner as the Private Roads in (d) above.

Section 5. Maintenance of Grounds. The initial grading, seeding, and landscaping of Common Areas, entrance features, and, storm water management facilities, as deemed appropriate by Declarant, shall be borne and completed by Declarant. Upon completion of the Common Areas, entrance features and storm water management facilities, the Association shall be responsible for the maintenance of all grass, and the maintenance of, and in its discretion, the replacement of, all shrubbery and other plantings within the Common Area, which are either natural or were planted by Declarant within the Common Areas and the costs of such maintenance shall be an expense of the Association. Except as otherwise provide for herein, it is each Owner's responsibility to maintain all landscaping, shrubbery and plantings on its own Lot.

Section 6. Maintenance of Common Areas Improvements. After the initial installation by the Declarant is complete, the Association shall be responsible for the upkeep, maintenance, management, operation and control of the Common Area and all improvements thereon, including but not limited to, sidewalks, playground equipment, benches, clubhouse, all fixtures, personal property and equipment related thereto, and the Association shall be responsible for paying personal property and real estate taxes, if any, on the Common Area and all improvements and personal property located thereon. The responsibility of the Association with regard to the upkeep, maintenance, management, operation and control of such Common Area shall include any and all sidewalks and trails, parks, playgrounds, playing fields, the community meeting space, open space areas and all of the access and parking areas for any such facilities. The Association shall keep the Common Area in good, clean and attractive condition as determined by the Board. Notwithstanding any other provision of this Declaration, if any Owner through his own negligence or through his construction, development or other unusual activity on his/her Lot causes damage to any portion of the Common Area, then he/she shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners, the Declarant or the Association.

Section 7. Maintenance of Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any townhouse or attached dwelling unit upon the Property subject to this Declaration and placed on the dividing line between Lots shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may repair or restore it, and if the other Owners shall contribute to the cost of repair or restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision, any Owner who by his

negligent or willful act causes the party wall to be exposed in the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner shall be appurtenant to run with the land and shall pass to such Owner's successor in title.

(f) Association's Right to Repair and Maintain. In the event that any Owner shall fail to maintain a party wall in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner and upon the affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon such Lot and to repair, Maintain and restore the party wall. The cost of such repair and maintenance shall be added to and become a part of the Assessments to which such Lot(s) is subject, plus an administrative fee of Twenty Percent (20%) of the cost of such work, or, Fifty Dollars (\$50.00), whichever is greater.

Section 8. Maintenance of Lots and Structures on Lots.

(a) Maintenance by Owner. Exterior maintenance on improvements and dwelling units is NOT required to be performed by the Association. Except as otherwise provided for in this Declaration, the Owner of such Lot shall perform such maintenance, repair and replacement, and shall keep his Lot and all structures thereon in good order, condition and repair, including but not limited to:

(i) Exterior painting of trim, doors, shutters, siding and any other painted surface, as required and approved by the Board (or as may be delegated by the Board to the Architectural Review Board);

(ii) Power washing;

(iii) Roof repair and replacement.

(iv) All trash and debris removal from the Property, as well as all tree and branch maintenance for trees located on an Owners' Lot.

(v) Watering. The Declarant and/or the Association are not responsible to water lawns or landscaping on Lots. Individual Lot Owners are responsible to adequately water the lawn and landscaping on their individual Lot. Failed plantings, trees and/or lawns are the Lot Owners obligation to cure.

(vi) Street Lighting. Village Oaks will be lit with light from a required post lamp and/or porch lamp on each Lot as approved by the Declarant, and later by the ARB. Such light will be activated by a photo-sensor at each dwelling. Owners must ensure that their required lamp is operating correctly and must replace burned out bulbs.

(vii) All of the above maintenance items shall be governed by standards established by the Declarant during the Development period, and thereafter, by the Board (or as may be delegated by the Board to the Architectural Review Board).

(viii) In the event that any Owner shall fail to Maintain, repair and/or replace any item of maintenance, repair or replacement for which he is responsible in a manner satisfactory to the Board of Directors, the Association, after thirty (30) days' prior written notice to such Owner and upon affirmative vote of a majority of the Board of Directors, shall have the right (but not the obligation) to

provide such maintenance, repair and/or replacement as in the opinion of a majority of the Board of Directors is required, and the cost thereof plus an administrative fee of 20% of the cost of such work or Fifty Dollars (\$50.00), whichever is greater, shall be assessed against the Owner of such Lot and added to and become a part of the Association's assessment accounts as determined appropriate by the Board of Directors. In addition, the Board has the authority, but not the obligation, to initiate certain community-wide exterior maintenance and provide for the same under regular or special assessment as provided for herein.

(b) Maintenance by the Association. The Association shall provide exterior maintenance as follows:

(i) Limited Landscaping. Landscaping Maintenance by the Association shall include periodic lawn cutting services that are contracted for on each Lot by the Board of the Association. These landscaping services may also include routine thatching, fertilizing and aerating, at the discretion of the Board. Lawn cutting inside of fenced areas on a Lot may be limited and restricted, according to rules set forth by the Board of the Association. Lawns and yard within fences may be required to be maintained by Owners under Section 8(a) above.

(ii) Mulch in landscaped beds. The Association may also include periodic mulch services for landscaping beds and/or trees that are in the front of a lot, or, in the front and on one (1) side for corner or end unit Lots.

(iii) Leaves. Leaf cleaning from gutters and downspouts, to prevent overflow and clogging of the drainage systems.

(iv) Sidewalk Snow/Ice Removal. The Association shall provide snow and ice removal from the connective neighborhood sidewalks adjacent to the Roads, as well as for private lead walks or driveways on each Lot.

(v) All of the above maintenance items shall be governed by standards established by the Declarant during the Development period, and thereafter, by the Board.

Section 9. Blanket Easement. There are hereby reserved to the Association blanket easements over the Property and all Lots to enable the Association to fulfill responsibilities under this Article. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of the property which it does not own except to the extent that it has been willfully or grossly negligent in the performance of its maintenance responsibilities.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area and Common Area Improvements shall be a Common Expense to be allocated among all Lots, subject to the right of the Association to seek reimbursement and other damages from any person or Owner responsible for any damage caused to the Common Area and/or Common Area improvements. In the event that the need for maintenance, repair or replacement to be provided by the Association is caused through the willful or negligent act or omission of an Owner, his family, guests, tenants, or invitees, the costs of such maintenance, repair or replacement shall be charged to the Lot Owner as an assessment and the charge upon the land is in addition to annual and special assessments.

ARTICLE V - INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall obtain blanket "all-risk" property insurance, for all insurable improvements on the Common Area. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction of an insured hazard.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members from all damage or injury caused by the negligence of the Association, employees or agents, or any other person who has a right to occupy a Lot.

In addition to the other insurance required by this Section, the Board shall obtain as a Common Expense, if and to the extent required by law: worker's compensation insurance, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds; and flood insurance, if required by FNMA and reasonably available.

The amount of fidelity coverage shall be determined in the directors' best business judgment but, may not be less than one tenth (1/10) of the annual Base Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defense based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, which shall be included in the Base Assessment, subject to any other covenants or agreements relating thereto. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Virginia which holds a Best's rating of A or better as established by A.M. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available;

(b) All insurance on the Area of Common Responsibility shall be for the benefit of the Association and shall be written in the name of the Association as trustee for the benefited parties;

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on the Lot(s) and structures constructed thereon. Each Owner may be required to provide evidence of such coverage to the Association. With respect to the policy contemplated in this provision: a) the policy shall guarantee replacement cost; and b) the policy shall adjust to inflation.

Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Lot, the Board may impose requirements regarding the standards for rebuilding or reconstructing structures on the Lot or the standard for returning the Lot to its pre-construction condition. Further, in the event of a total loss or damage to structures comprising an owner's Lot or Lots, said structures and units shall be reconstructed.

The Association shall not be liable, under any circumstances, for any failure by an Owner to provide the Association with evidence of coverage as contemplated by this Section.

Section 3. Damage and Destruction of Common Area Improvements Conveyed to the Association. This Section applies to Areas of Common Responsibility after conveyance of any such Area of Common Responsibility from the Declarant to the Association. Prior to such conveyance, risk of damage and destruction remains with the Declarant

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall provide with the filing an adjustment of all claims arising under such insurance and obtain reliable and detailed estimate of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by change in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class "A" vote of the Association decide within one hundred and twenty (120) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standards.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstructions as hereinafter provided. Any proceeds remaining after defraying such cost of repair

or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by an for the benefit of the Association and placed in a capital improvements account.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against those Owners of Lots responsible for the premiums for the applicable insurance coverage under Section 2 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI - NO PARTITION

Except as is permitted in this Declaration or amendments thereto, neither the Association, any member of the Board of Directors, or any Unit Owner shall consent to a judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof consent to any judicial partition unless the properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration. This Article shall not be construed to limit or prohibit the Declarant's rights to adjust boundary lines, re-subdivide, and/or remove certain parcels or Lots within the subdivision as set forth in Article VIII.

ARTICLE VII - CONDEMNATION

Whenever all or any part of the Common Area shall be taken by any authority having the power to condemnation or eminent domain, each Owner shall be given a notice of such by the Association. The award made from such taking shall be payable to the Association pursuant to Section 55-516.2 of the Code of Virginia, 1950, as amended.

ARTICLE VIII - ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The provisions of the Article are intended to address additional property that may become subject to this Declaration, as well as the common administration of different subdivisions under a common Association. Nothing herein permits the Declarant or the Association to add land to an existing subdivision or to create a new subdivision of land without required County approvals. Nothing herein permits the Declarant or the Association to alter or amend any County zoning or subdivision requirements relating to any parcel of land.

Section 2. Additional Property subject to this Declaration Membership. Declarant shall have the unilateral right, privilege, and option from time to time and at any time to include any property, described in Exhibit "A and Exhibit B," whether such property is now owed or subsequently owned by the Declarant, and which is adjacent or contiguous to or located within a two (2) mile radius of property already forming part of the Property measured from the then-existing boundary of the Property, into the Association by making the same subject to the covenants, conditions and restrictions set forth in this Declaration. For purposes of this Section, adjacent or contiguous property includes any property which is separated from the Property by a natural or man-made barrier including, but not limited to any rivers,

roadways, paths or other barrier. Such addition of property subject to this Declaration shall be accomplished by filing in the Clerk's Office a Supplemental Declaration signed by the Declarant. Such addition of property to this Declaration is limited by and subject to Section 1 above. After the Declarant no longer owns any property subject to this Declaration, the right contained in this Article to subject additional property to this Declaration shall be the right of the Association and subject to the consent of the then current owners. Such additions by the Association shall require the affirmative vote of a majority of the Class "A" votes of the Association (entitled to vote). Such addition of property subject to this Declaration shall be accomplished by filing in the Clerk's Office a Supplemental Declaration signed by the Board. Such addition of property to this Declaration is limited by and subject to Section 1 above.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "A" or "B", or which is hereafter subjected to this Declaration, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members. Any addition of property to this Declaration is limited by and subject to Section 1 above.

Section 4. Additional Covenants and Easements. The Declarant may unilaterally subject portions of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, while such impacted property is still owned by the Declarant. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the addition of the subject property. Such additional covenants and easements shall require the written consent of the Owner(s) of such property, if other than the Declarant.

Section 6. Amendment. This Article shall not be amended without the prior written consent of the Declarant, so long as the Declarant owns any property subject to this Declaration.

ARTICLE IX - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall own and be responsible for the exclusive management and control of the Common Area, all improvements thereon and those portions of the Lots specified in Article IV hereof and shall keep these areas in good, clean, and attractive condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-wide Standard as established and determined by the Board.

Section 2. Personal Property and Real Property for Common Use. The Association, through actions of its Board of Directors, may acquire, hold, sell, convey, lease and dispose of tangible and intangible personal property and real property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Common Area, the appearance and maintenance of Lots, and, other community standards, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Bylaws or Rules and Regulations of the Association may include reasonable monetary charge and/or the suspension of the right to vote and/or the right to use any recreational facilities or parking areas on the Common Area. The Board also shall have the power to seek relief in any court for violations or to

abate nuisances or to assess damages. Imposition of sanctions shall be as provided in the Bylaw of the Association.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege and/or the proper administration of the Association.

ARTICLE X – ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Declaration, as may be amended from time to time. There shall be two (2) types of assessments: (a) base Assessments to fund common expenses for the benefit of all Members of the Association which shall be levied equally on all Lots and which may include an element for reserves, and, (b) Special Assessments as described in Section 4 below. Each Owner of an Improved Lot, other than the Declarant or a builder, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments. All Assessments constitute a continuing lien against an Owner's Lot.

All assessments, together with interest (at a rate equal to the greater of twelve percent (12%) per annum, or the legal rate of interest as defined in Section 6.2-303 of the Code of Virginia, as the same may be amended from time to time, as computed from the date delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees also shall be the personal obligation of the Person(s) who was the Owner of such Lot at time the assessment arose, and in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first or second Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and shall be due and payable in advance.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Owner by accepting a deed to property in the Association, whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to pay assessments is a separate and independent covenant on the part of each Owner; and no Owner may waiver or otherwise exempts himself or herself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged

failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any local or other governmental authority.

The annual assessments shall be in an amount sufficient to pay for all costs and responsibilities of the Association, including, but specifically not limited to, the payment of taxes on commonly held property and the payments for repairs and maintenance and replacement of facilities in Common Areas.

Section 2. Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessment for common expenses or any installment thereof due from any Lot Owner which remains unpaid beyond the due date. The Board of Directors shall, have the authority to establish the date on which any payment is late and deemed to be in default. Upon a default, the delinquent Lot Owner, in addition to all other charges, including interest, costs and attorneys' fees, shall also be liable for a late fee in an amount to be established by the Board of Directors. If payment of the total assessments, or of any installment thereof, including special assessments, is not made on or before the date of default, the entire balance of assessments due on the account for the Lot for the remainder of the fiscal year shall be accelerated and due in full. Upon default, the Board may in its discretion, turn the account over to legal counsel and/or a collection agency.

If turned over to counsel or a collection agency, all costs and reasonable attorneys' fees actually incurred by the Association from the inception of collection involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amount then due is not received by legal counsel or the Association within ten (10) days after the notice of legal action has been sent, a Memorandum of Lien may be filed against the Lot Owner's Lot and may include: any and all applicable late fees, interest, costs, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year. The attorneys' fees and costs secured by the Memorandum of Lien shall be separate and independent of any costs and attorneys' fees actually incurred by the Association in any effort by the Association taken personally against a delinquent Lot Owner to enforce payment of any past due assessments.

Non-receipt or lack of notice claimed by the delinquent Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default, the Association may, in its discretion, file a civil suit against the delinquent Lot Owner, and the Association may initiate any available foreclosure remedy to enforce payment of the debt.

If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. If the Association receives from any Lot Owner, in any accounting year, two or more checks returned for insufficient funds for payment of assessments or other charges. The Board may require all future payments to be made by certified check, cashier's check, money order, or, other secure payment method acceptable to the Board, for the remainder of the fiscal year. The Association is not restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Owner's property, including foreclosure, and the delinquent Owner personally, as well as initiate any restriction against a Lot Owner as may be authorized by the Board in accordance with the Declaration and Bylaw.

Any payment that is received by legal counsel or the Association that does not pay the Lot Owner's account balance with the Association in full shall be credited first to the oldest debit in each category described below until each category is paid in full, in the following order:

- 1) Charges for the actual costs and reasonable attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Lot Owner;
- 2) All returned check charges;
- 3) All late fees;
- 4) Interest;
- 5) Unpaid installments of the annual assessments or special assessment which are not the subject matter of suit in the order of their coming dues; and
- 6) Unpaid installments of the annual assessment or special assessment which are the subject matter of suit in the order of their coming due.

In the event of a delinquency by a Lot Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Acceptance of any partial payments or any waiver by the Board granted specially to any Lot Owner's assessment account of any of the fees and costs established herein or in the Bylaws or any Rules and Regulation, shall be on a case by case basis, if at all, and in no way shall it constitute a waiver of the Board's authority to enforce payment of all amounts owed in accordance with this Declaration, including turnover to the Association's legal counsel for collection.

For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or, (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rate for such a loan in the local area of the Properties. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given connection with such loan. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or material or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 3. Computation of Base Assessment. It shall be the duty of the Board, at least fifteen (15) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common expenses and reserves of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, at the discretion of the Board, in accordance with a budget separately prepared, as provided in this Article. The budget may also include, at the Board's discretion, any amounts necessary to furnish all equipment, material, labor and other items necessary to provide waste and recycling collection or any other services for each Lot on a community-wide basis.

The Base Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common expenses, including reserves.

Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments by taking into account: (a) Other sources of funds available to the Association; and, (b) Assessments to be levied upon additional Lots reasonable anticipated to become subject to assessment during the fiscal year.

If any recreational facilities on the Common Area are owned or leased by the Association, the determination of the annual recreational facilities expenses shall be shown as a separate line item on the budget.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article VIII hereof, the Declarant may elect on an annual basis, but shall not be obligated to reduce the resulting Base Assessments for any fiscal year by payment of a subsidy (in addition to any amount paid by Declarant under Section 1 above); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the declarant to continue payment of such subsidy in future years.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be present to the Owner's at the Annual Membership meeting. Such budget and assessment shall become effective unless disapproved at a meeting of the Association by at least two-thirds of the total Class "A" votes in the Association, and by the Class "B" Member, if such exists. Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for any year, or, if such budget is disapproved at a meeting of the Association then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, along with an increase of ten percent (10%).

Section 4. Special Assessments.

(a) Entire Membership. The Board of Directors may levy Special Assessments from time to time pursuant to the Virginia Property Owners' Association Act, Section 55-508 *et seq.* of the Code of Virginia, 1950, as amended. Special Assessments shall be levied against the entire membership in such manner as the Board determines equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such time as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Less Than All Members. The Board of Directors may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and his or her Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice.

Section 5. Effect of Non-Payment of Assessments. All Assessments, shall also secure all interest and costs of collection, including reasonable attorney's fees, whether suit is brought or not, which may be incurred by the Association in enforcing said Assessment and lien. Any Assessment and/or Reserve

Fund Assessment which is not paid when due shall bear interest from the date when due until paid at the rate of fifteen percent (15%) per annum, and in addition, the Owner shall pay a fixed late fee of \$10.00 per month, billed monthly beginning fifteen (15) days after the due date for any payment not received by the Association when due. Such late fee may be increased or decreased by the Board. In the event that any Owner is more than thirty (30) days delinquent in the payment of any Assessment (fees, charges and interest), the Association shall have the right and power to accelerate the balance of the calendar year's Assessments and/or Reserve Fund Assessments and to consolidate said balance with any delinquent amount. In addition, all voting rights of an Owner shall cease when an Owner is more than thirty (30) days delinquent in payments until all delinquent Assessments, fees, charges and interest are brought current.

Section 6. Lien for the Payment of Assessments and Subordination of Lien to First Mortgage. There shall be a continuing lien upon each of the individual Lots subject thereto in order to secure payment of any of the Assessments provided for in this Declaration, but such lien shall be at all times subject and subordinate to any first mortgage or deed of trust placed on the Lot at any time. However, at such time as the Association places to record in the Clerk's Office a notice of delinquency as to any particular Lot on a form prescribed by the Board of Directors, then, from the time of recordation of said notice, the lien of such delinquent Assessments in the amount stated in such notice shall be a lien prior to any subsequently recorded first or second mortgages or deeds of trust in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia. The lien of Assessments provided for herein, whether or not notice has been placed on record as above provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure mortgages, vendor's liens, and liens or a similar nature. A statement from the Association showing the balance due on any Assessment and/or Reserve Fund Assessment shall be *prima facie* of the current Assessment delinquency, if any, due on a particular Lot. The lien of the Assessments provided for in Article X shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect any Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. No sale or transfer of any Lot shall relieve an Owner from liability for any such Assessments due and owing prior to the date of conveyance of the Lot. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 7. Reserve Budget and Capital Contribution. The Board of Directors shall prepare and develop a reserve budget and reserve fund, but not necessarily a reserve study, to assure the existence of adequate funding for the maintenance of the Lots and the Common Area and the maintenance, repair and replacement of the recreational facility, as called for by this Declaration. The Board may fix the required capital contribution in an amount sufficient to permit meeting the projected need of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in this Article. During the initial construction of the subdivision, this process may be abated by the Board until such time as the amenities in the common areas are substantially completed.

Section 8. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing upon the issuance of a Certificate of Occupancy ("CO")

and the conveyance of an Improved Lot to a person or party other than the Declarant, or a Builder or their successors or assigns. Builders commence the payment of assessments commencing thirty (30) days after the issuance of a CO on Lots still owned by the Builder.

Section 9. Subordination of the Lien to First and Second Mortgagees. The lien of assessment, including interest, late charges and costs (including attorney's fees) provided for herein, shall be superior to all other subsequent liens and encumbrances except: (i) real estate tax liens on that Lot; (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sum owed on and owing under any mortgage or deed of trust recorded prior to the perfection of the assessment lien. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first or second mortgage shall relinquish the lien of such assessments as to payments which became due prior to such sale or transfer, unless otherwise provided for by law. No sale or transfer shall relieve such Lot from a lien for any assessment thereafter becoming due. Where the Mortgagee holding a first or second Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of Mortgage, Mortgagee shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title, unless otherwise provided for by law. Such unpaid share of Common Expenses or assessments shall be deemed a Common Expense, collectible from all Owners of all the Lots, including such acquired Lot.

Section 10. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owners from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Section 11. New Owner Set Up Fee. There is a New Owner Set Up Fee in an amount to be set annually by the Board with the annual budget. The initial amount of the New Owner Set Up Fee will be \$50.00, until changed by the Board. Said amount is payable to the Association, upon the recordation of a new Deed to any Lot after the issuance of a CO. The fee may be assigned by the Board to a Management Company for the administrative costs associated with establishing a new Lot Owner in the records of the Association for mailings, e-mails, accounting and other communications. The fee is imposed on a per Lot basis to new Owners as evidenced by a Deed of conveyance to the Property in arm's length transactions after the issuance of a CO, upon all such sales and resales. It is the intention of this Section to exclude certain conveyances, including but not limited to, Deeds to the initial builder on the Lot, Deeds of Gift between family members, bequests under a will, transfers by the Declarant, as well as court ordered transfers.

Section 12. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessment and Special Assessments:

- (a) All Common Area;
- (b) All property dedicated to and accepted by any government authority or public entity including without limitation public schools, public buildings, public streets, and public parks, if any; and
- (c) All Unimproved Lots owned by the Declarant or a Builder or its successors and assigns.

(d) All Improved Lots owned by the Declarant or a Builder or its successors and assigns for thirty (30) days following the date of the Certificate of Occupancy. Thereafter, such Property is no longer exempt.

ARTICLE XI - ARCHITECTURAL STANDARDS

No structure shall be placed, created or installed upon any Lot. No construction (which term shall include within its definition staking, clearing, excavation, garaging and other site work), no exterior alteration or modification of existing improvements, including fence and brick wall installations, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Section 1 and 2 below. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 1. Architectural Review Board, a Committee. The Board of Directors may establish a Committee called that Architectural Review Board ("ARB") to consist of at least two (2) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the direction of, the Board of Directors. Members of the ARB may include architects or similar professionals who are not Members of the Association. The ARB, if established, shall have exclusive jurisdiction over modifications, additions or alternations made on or to existing Lots or to structures, including dwellings, located on the Lots, and the open space, if any, appurtenant thereto. While the Declarant owns any property subject to this Declaration, the Declarant shall have the right to veto any action taken by the ARB which the Declarant determines, in its sole discretion, to be inconsistent with the guidelines for construction promulgated by the Declarant. The ARB shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the Declarant. In addition, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alternations, shall be submitted to the ARB for approval as to quality of workmanship and design as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The ARB may have required forms for submissions. The Board of Directors shall set applicable fees for ARB submittals. If no ARB is appointed, then the Board of Directors shall act as the ARB.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of any structure on his Lot, or to paint the interior of any structure on his Lot any color desired; provided however, modifications or alterations to the interior of screened porches, patios, and similar portions of a dwelling which are visible from outside the Lot shall be subject to approval. If approval of such plans and specifications is neither granted nor denied within thirty (30) days following receipt by the ARB of written requests for approval, the party making the submission for approval shall deliver written notice to the ARB of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved.

Section 2. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not, be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 3. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARB may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

Section 4. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other ornamental requirements. Neither the Declarant, the Association, the Board of Directors, the management company, any committee, nor member of any of the foregoing, shall be held liable for any injury, damages or loss arising out of the manner or quality of construction on or modifications to any Lot.

Section 5. Set back. The building setback lines ("BSL") and/or setback requirements shown on the Plat are set forth solely for informational purposes to show the setback requirements imposed by the zoning ordinance of the County, in effect on the date of approval of such plat. Relief from any violation of such setback requirements may be effectively and conclusively obtained by a variance or variances granted by the County's Board of Zoning Appeals, or its successor governmental body.

ARTICLE XII - USE RESTRICTIONS

The Association, acting through its Board of Directors, shall have authority to make and to enforce rules, standards and restrictions governing the use of the Property consistent with this Declaration, in addition to those contained elsewhere in this Declaration, the Board can impose reasonable user fee for use of Common Area facilities. Such rules, regulations and use restrictions shall be binding upon all Owners, occupants, tenants, guests, invitees, and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of the Members representing at least two-thirds (2/3) of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

Section 1. Signs and Flags. No billboards, signs or flags of any kind shall be erected, maintained or displayed on any Lot except with the prior approval by the ARB. Except, that the Declarant, its successors and/or assigns and other third party home builders may post a model home sign, lot marker signs and for sale signs on available lots and in the common areas, until the Declarant has sold or transferred the last Lot. All other "for sale" and/or "for rent" signs are limited to signs that are no larger than 2.5 feet in height and width. Each Lot may only display one (1) "For Sale" or "For Rent" sign at any given time. Each Lot is permitted to display one American Flag on a pole attached to a front porch or other first floor frontage of the dwelling. Said flag shall not exceed 3 feet by 5 feet in size. Other decorative flags are not permitted. No political or party signs supporting or opposing any candidate for political office or ballot initiative of any kind shall be permitted on any Lot. Further, the Board of Directors shall have the authority to promulgate such additional rules as may be necessary to regulate the use and display of signs of any kind erected on a Lot or the Properties of the Common Areas.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Each Lot is **required to utilize garage and driveway parking to the fullest extent**, first and foremost, for parking their automobiles. Vehicles owned, leased or operated by an Owner or an occupant or his or her tenant, guest, family member or other invitee shall be parked only in the garage or driveway serving the Lot, or in such other paved areas as have been designated by the

Board of Directors for parking vehicles. A maximum of two (2) vehicles may be parked outside the garage on any paved area, if any, of a Lot. On-street parking in the Village Oaks Community shall be as determined by the Board of Directors in accordance with this Declaration. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Declarant.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, including golf carts and all-terrain vehicles, trailers (either with or without wheels), campers, camper trailers, boats, and other watercraft, and boat trailers shall be prohibited on the Properties, unless completely enclosed in a garage and not visible from adjacent Lots or Common Area property. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates, registration or permits, shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purpose of this Section a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such periods of times as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. In addition, campers and RV are permitted for a twenty-four (24) hour period, for the sole purposes of temporary loading and unloading, so long as such camper or RV fits within the Owner's driveway along with all other vehicles of the Owner. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws, Declaration, or, Rules and Regulations adopted by the Board.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, any applicable Supplemental Declarations, and rules and Regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees (collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and all Rules and Regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Lot. No pets shall be kept, bred or maintained for any commercial purpose. All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence on the Lot property or Common Area. Animals may not be tied up or penned up outside. Each Owner shall be strictly liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or by his family, guests, permittees, or invitees. Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. Each Owner or resident shall be responsible at all times to clean up any waste of their pet anywhere on the Property. The Board of Directors shall have the power to adopt, publish, amend and enforce Rules and Regulations governing the keeping of pets by members of the

Association and their families and guests and to establish penalties for the infraction thereof, to the extent such Rules and Regulations do not conflict with this provision.

Section 5. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on or upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited on the Property.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might lend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 7. Antennas. Except as otherwise provided by law, including the Federal Telecommunication Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property. To the extent it is reasonable, the preferred location and installation site for permissible satellite dishes and antennas shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude the receipt of an acceptable quality on any Lot, then the Owner should use his or her best efforts to install the equipment in the most innocuous location available here an acceptable quality signal can be received. Satellite dishes which are one meter or less in diameter should be reasonable screened from view from any other Lot or Common Area.

Section 8. Driveway. All homes constructed on the Property shall be accessed by a driveway of a type and quality in keeping with the requirements of Section 32 hereof.

Section 9. Clothesline, Garbage Cans, Tanks, Etc. No clotheslines shall be erected or installed on the exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot. All garbage cans, above ground storage tanks, mechanical equipment, wood piles, yard equipment and other similar items on Lots shall be screened. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

Section 10. Subdivision of Lot, Time Sharing and Leases. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Director of the Association. The Declarant, however, hereby expressly reserves the right to repeal or re-subdivide any Lot or Lots owned by Declarant. Any such division, boundary line change, or repeal shall be subject to the applicable subdivision and zoning regulations of the County.

No Lot shall be made subject to any type of timesharing, fraction sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to the Lot it owns. No lease shall be less than twelve (12) consecutive months in term.

Section 11. Firearms; Bow and Arrows. The discharge of firearms and bows and arrows within the Property is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be liable for the acts of any Owner, their guests, tenants or invitees, whose actions are in violation of this Section, not shall the Association be obligated to take action to enforce this Section.

Section 12. Pools. No above ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved pursuant to Articles XI shall not be considered an above ground pool for the purposes of this Section.

Section 13. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property except that the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. This Section 13 shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article VIII.

Section 14. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Declarant during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Declarant or ARB, as appropriate, in accordance with Article XI thereof. In addition, party tents or similar temporary structures may be erected for a limited period of time for special event with prior written approval of the Board.

Section 15. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No person may obstruct or re-channel the drainage flow after location and installation of drainage swales, storm sewers, or storm drains without the Declarant's express written permission. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. This perpetual easement is retained by the Declarant for so long as the Declarant owns any property subject to this Declaration. Thereafter, this perpetual easement is hereby assigned to the Association. Septic tanks and drain fields are not allowed on the Property, unless permitted by the Declarant and approved by the County. No Owner or occupant shall dump grass

clippings, leaves or other debris, petroleum products, fertilizers or other potential hazardous or toxic substances, in any drainage ditch, storm drain, stream or pond within the Property.

Section 16. Tree Removal. No trees shall be removed, except diseased or dead trees for safety reasons, or to address sight distance issues in Section 17, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more comparable trees of such size and number, at the sole expense of the violator, and in such locations, as such committee may determine necessary, in its sole discretion, to mitigate the damage.

Section 17. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 18. Lighting.

(a) Holiday Lighting and Decorations. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and fifteen (15) days after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with the Article XI of this Declaration. The right of Owners to display lighting as provided for herein shall not be abridged, except that Association may adopt reasonable time, place and manner restriction for the purpose to minimizing damage and disturbance to other Owners and occupants. Exterior decorations that play music or other sounds are prohibited at all times.

(b) Street Lighting. The streets will only be gently lit by the lamp post lights located on each Lot. These post lights shall be activated by a photo-sensor at each house. Owners must ensure that their post lamp is operating correctly and must replace burned out bulbs promptly.

Section 19. Artificial Vegetation, Exterior Sculpture, and Similar Items. The rights of Owners to display signs, symbol and decorations, including religious and holiday items, on their Lots of the kinds displayed in or outside residences located in similar residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restriction for the purpose for minimizing damage and disturbance to other Owners and occupants.

Section 20. Energy Conservation Equipment. No solar energy, collector panels, windmills, wind generators, other apparatus for generating power, or, the attendant hardware, shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee or the Board pursuant to Article XI hereof.

Section 21. Playground. No jungle gyms, swing sets, trampolines, or similar playground equipment shall be erected or installed on any Lot.

Section 22. Fences. No dog run or animal pens of any kind shall be permitted on any Lot. Fences and brick walls must be approved by the ARB. Fence styles and types are governed by Design Guidelines adopted by the Board of Directors.

Section 23. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may, as determined and approved in the sole discretion of the Board, conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or

detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and, (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

The term "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof.

Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

Section 24. On-Site Fuel Storage. No on-site storage of gasoline, kerosene or fuel oils shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operations of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generator and similar equipment. Propane fuel is permitted. Propane fuel tanks must be in-ground or screened, and such screening must be approved by the ARB.

Section 25. Leasing of Lots.

(a) Definition. "Leasing," for purpose of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or remuneration.

(b) Leasing Provision.

i. General. Lot may be rented only in their entirety; no fraction or proportion may be rented. All leases shall be in writing and shall be for an initial term of no less than twelve (12) consecutive full months, except with prior written consent of the Board of directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

ii. Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental Declaration, and the Rules and Regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common areas caused by such occupants, notwithstanding the fact that such occupants of a lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant to the foregoing.

(c) Leasing Cap. The maximum number of non-Owner occupied Lots in Village Oaks Subdivision shall be ten percent (10%). The Association's Board of Directors may grant exceptions, in its

own discretion on a case-by case basis, due to hardship. For the purpose of this provision an "Owner-occupied Lot" is a lot where the record Owner or a named beneficiary of a trust which owns the Lot, or, an immediate family member, utilizes the Lot as his/her primary or secondary residence.

Section 26. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and local government applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 27. Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with no more than one (1) person who is not so related as a single household Lot, and the household employees of either household Lot.

Section 28. Door and Windows. No "burglar bars," steel or wrought iron bar, or similar fixtures, whether designed for decorative, security or other purposes shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed on the doors or windows of any dwelling, either temporary or permanently, except that the Board may, at its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. All windows of an occupied dwelling on a Lot which are visible from the street or other Lots shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions thereof which are visible from outside the dwelling shall be white or off white in color, unless otherwise approved in writing by the Board. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors.

Section 29. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 30. Minimum Dwelling Size. The minimum dwelling size on each Lot shall be one thousand one hundred and fifty (1150) square feet of floor area.

Section 31. Exterior Building Materials. With respect to dwellings on Lots: a) the exterior of all exposed foundation shall be clad in brick, stone, parged or painted; and b) the exterior wall shall be cement siding, brick, cultured stone, synthetic stucco, vinyl or a combination of these materials.

Section 32. Driveways. Driveways on Lots shall accommodate the parking of at least one automobile and shall either be: concrete and/or asphalt, as approved in accordance with Article XI.

ARTICLE XIII - AGE RESTRICTIONS

Section 1. General Restrictions.
The Lots are intended for the housing of persons 55 years of age or older. The provisions of this Article XIII are intended to be consistent with, and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C., Section 3601 et. seq. (1988), as amended (the "Act"), and the exemption therefrom provided by 42 U.S.C. Section 3607(b)(2)(C) regarding discrimination based on familial status

and similar provisions of the Virginia Fair Housing Law, Va. Code Section 36-96.1 et seq., as amended. The Declarant or the Board of Director shall have the power to amend this Article XIII, without the consent of the Owners or any person except Declarant, for the purposes of making this Article XIII consistent with the Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decision arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Article XIII.

Section 2. Restrictions on Occupancy.

(a) Each Dwelling shall at times have as permanent occupant therein at least one person who is 55 years of age or older (the "Qualifying Occupant"). Provided, in the event of the death of a person who was the sole Qualifying Occupant of a Dwelling, the spouse of such Qualifying Occupant may continue to occupy the Dwelling so long as the provisions of the Act and regulations adopted thereunder are not violated by such occupancy. For the purpose of this Article XIII, an occupant shall not be considered a "permanent occupant" unless such occupant considers the Dwelling to be his or her legal residence and actually resides in the Dwelling for at least three (3) months during every calendar year.

(b) Nothing in this Article XIII is intended to restrict the ownership of or transfer of title to any Lot; provided, no Owner may occupy the Dwelling therein unless the requirements of this Article XIII are met nor shall any Owner permit occupancy of the dwelling in violation of this Article XIII. Owners are responsible for including the following statement in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Dwelling, which agreements or contracts shall be in writing and signed by the tenant or purchaser: "Village Oaks Subdivision is intended for the housing of persons 55 years or older, as set forth in Article XIII of the Declarations of Covenants, Conditions and Restrictions for the Village Oaks Property Owners Association." In addition, Owners are responsible for clearly disclosing such intent to any prospective tenant, purchaser or other potential occupant of the Dwelling. Every lease of a Dwelling shall provide that failure to comply with the requirements and restrictions of this Article XIII shall constitute a default under the lease.

(c) Any Owner may request in writing that the Board of Director make an exception the requirements of this Article XIII with respect to his or her Dwelling. The Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act still would be met. In no event shall less than eighty percent (80%) of the occupied Dwelling on the Property be occupied by at least one occupant fifty-five years of age or older.

(d) The County does not undertake to monitor or enforce the provisions of Article XIII.

Section 3. Change in Occupancy: Notification. In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease or a sublease, a birth of death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board of Directors in writing and provided to the Board of Directors the names ages of all current occupants of the Dwelling and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board of Directors and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association received the required notice and information, regardless of whether the occupants continue to meet the requirement of this Article XIII, in addition to all other remedies available to the Association under this Declaration and Virginia Law.

Section 4. Monitoring Compliance: Appointment of Attorney-in-Fact.

(a) The Association shall be responsible for maintaining age records on all occupants of all Dwellings. The Board of Directors shall adopt policies, procedures and rules to monitor and maintain compliance with this Article XIII, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 2(c), and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and mortgagees upon reasonable request.

(b) The Association shall have the power and the authority to enforce this Article XIII in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of dwelling, requiring copies of birth certificates or other proof of age for each occupant of the Dwelling to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Dwelling which does not comply with the requirements and restriction of this Article XIII. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER DWELLING AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE XIII. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Dwelling which in the judgment of the Board of Directors are reasonably necessary to monitor compliance with this Article XIII.

(c) Each Owner shall be responsible for ensuring compliance of its Dwelling with the requirements and restrictions of this Article XIII and the rules of the Association adopted hereunder by itself and but its tenants and other occupants of its Dwelling. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND, ND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CASES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S DWELLING TO SO COMPLY.

ARTICLE XIV - EASEMENTS AND RIGHT OF WAY

Section 1. Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration which is: (a) subject to annexation; or, (b) which is hereinafter subjected to this Declaration, the Association, and the designees of each (which may include, without limitation, the County and any utility), a blanket easement upon, across, over and under all of the Properties for the purpose of replacing, repairing and maintaining cable television systems, roads, walkways, sidewalks bicycle pathways, ponds, wetlands, drainage systems, storm water management, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephone lines, cable and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties. Certain Public Utility Easements or "PUE" are shown on the plat and others are added by subsequent easement. Only a full title search by an Owner will reveal all easements that impact any particular Lot in the Property

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant and/or the Board of Directors, as applicable, shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provide for this Articles shall in no way adversely affect any other recorded easement on the Properties.

Upon the issuance of a Building Permit, the location of this blanket utility easement on that particular Lot is then limited to areas of the Lot that are outside the proposed margins of the foundation of the residential dwelling unit.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of this Common Area to the County, or to any other local, state or federal governmental entity, or to a nonprofit organization established to receive and hold real property for the purpose of the preservation of open space, subject to such approval requirements as may be contained in Article XIV hereof and as provided by law.

Section 2. Easement for Hedges and Fences. Each Lot and its Owner are declared to have an easement and the same is granted by the declarant, for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences, if any, (which shall have been previously approved by the Declarant), belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided such encroachments do not exceed one foot (1') or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of any Owner if the encroachment occurred due to the willful misconduct of the Owner.

Section 3. Easements for Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the ponds, streams and wetlands located within the Area of Common Responsibility to fulfill its maintenance responsibility as provided in this Declaration. Declarant's right and easements provided in this Article shall be transferred to the Association at such time as Declarant shall cease to own property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion and transfer such rights by a written instrument.

The Declarant, the Association and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the ponds, streams, drainage areas or wetlands to the extent reasonably necessary to exercise their rights and responsibilities under this Section. There is further reserved herein and hereby, for the benefit of Declarant, the Association and their designees a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Lots (but not the dwellings thereon) adjacent to or within fifty feet (50') of ponds, streams drainage areas or wetlands within the Properties, so long as such flooding does not endanger existing structures, in order to: (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, due and generally maintain the ponds, streams, drainage areas, and, wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such rivers, ponds, streams, drainage areas, and, wetlands; and, (d) enter upon and across such portions of the Properties for the purpose of exercising its or their rights under this Section.

Section 4. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives and employees, as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over, under and through the Common Areas for the purposes of enjoyment, use, access and development of the Additional Property described in Exhibit "B" attached hereto and by this reference incorporated herein or any property hereafter subject to this Declaration, whether or not such Additional Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on Additional Property. Declarant agrees that it, and its successors or assigns, shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of the Additional Property.

Section 5. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article IV hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided nothing herein shall authorize any person to enter any dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties including the rights afforded such personnel pursuant to Article IV of this Declaration. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right, but not the obligation, of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

ARTICLE XV - GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with land and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of fifty (50 years) from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time if such amendment is: (a) to effect technical deletions, additions and revisions to the Declaration but which do not alter the substantive rights of those Owners or Mortgagees; (b) necessary to bring any provision hereof into compliance with any applicable government statutes, rule or regulation, or judicial determination; (c) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (d) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (e) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (f) necessary to annex any additional property into the Association, or, (g) to effectuate the dedication of any and all roads and utilities to the respective governmental agency or utility operator. So long as it still owns property described in Exhibits "A" or "B" for development as part of the Property, the Declarant may unilaterally amend this Declaration for any other purpose. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-six and two-third (66, 2/3%) of the total Class A votes in the Association, and the written consent of the Class B Member, so long as such membership exists. In addition, the approval requirements set forth in Article XV hereof shall be met, if applicable. This Section shall not be construed to permit the Declarant or the Association to take any action that would have the effect of adversely affecting the rights of a Lot Owner to direct ingress and egress to and from the Owner's Lot or effect any access to utility services to their Lot, such as water, sewer, electric, telecommunication or other utility services that service the Lot.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that

clause. Any amendment to be effective must be recorded in the Clerk's Office. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third part will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any procedural challenge to any amendment to this Declaration must be filed in the County of Fluvanna Circuit Court no later than one year from the date such amendment was recorded amongst the land records of the County.

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fee, reasonably incurred by or imposing upon such office, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except for events that result in a criminal charge and conviction.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Member of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer director or committee member may be entitled. The Association shall, as a Common expense, maintain adequate general liability and officers' and directors liability insurance to fund this obligation.

Section 4. Severability. Invalidation of any one off these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sum due, for damages or injunctive relief or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws. All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association shall also be entitled to receive its costs an attorney's fee in any action brought against an Owner and/or occupant.

Section 6. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such

written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

Section 7. Use of the Words "Village Oaks" or "Village Oaks Property Owners Association." No person, Owner, Resident, or Member shall use the words "Village Oaks" or "Village Oaks Property Owners Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms in printed or promotional matter where such term or terms are used solely to specify that the particular property is located within Village Oaks and Village Oaks Homeowners' Association, Inc., in which case Owners shall be entitled to use the words "Village Oaks" and "Village Oaks Homeowners' Association, Inc."

Section 8. Gender: Singular/Plural. As used in this Declaration, the masculine gender shall include the feminine and neuter, and vice versa, and the singular shall include the plural, and vice versa, whenever appropriate.

Section 9. No Effect on Powers of the County or Commonwealth. Except as expressly set forth herein or as required by law, nothing in this Declaration shall be construed to require any action with respect to the limit of lawful authority of, or otherwise to apply to, the County or the Commonwealth of Virginia.

ARTICLE XVI - DECLARANT'S RIGHT

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clerk's Office.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and any Builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to business offices, signs, model units, and sale offices, and the Declarant and such designated Builder(s) shall have easements for access to and use of such facilities.

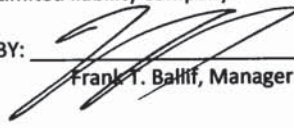
So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions or declarations of condominium or similar instrument being void and no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) fifty (50) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

EXHIBITS A and B are attached hereto.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 24th day of November, 2014.

SYCAMORE SQUARE, LLC, a Virginia
Limited liability company

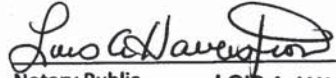
BY: 
Frank T. Ballif, Manager

STATE OF VIRGINIA,
CITY / COUNTY of ALBEMARLE, to wit:

This Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 24th day of November, 2014, by Frank T. Ballif, as Manager of Sycamore Square, LLC, a Virginia limited liability company.

My Commission Expires: 7-31-2016

Cert# 298946


Notary Public

LOIS A. HAVERSTROM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2016
REGISTRATION NO. 298946

Approved as to form in accordance with Section 22-4-10.3
of the Fluvanna County Code:


County Attorney

ACKNOWLEDGEMENT AND CONSENT OF LIEN HOLDERS

The undersigned hereby acknowledge and consent to the recordation of the foregoing Declaration of Covenants, Conditions and Restrictions for VILLAGE OAKS SUBDIVISION (the "Declaration") and to the imposition of the covenants, conditions and restrictions set forth therein upon the Property and expressly acknowledge and agree that the lien, operation and effect of the deed of trust recorded for the benefit of each of the undersigned is hereby made subordinate to this Declaration and any amend. The undersigned have joined herein solely for the purposes set forth above and for no other or further purposes whatsoever. The undersigned expressly disclaim any liability or obligation whatsoever with regard to the preparation, drafting, substance or content of this Declaration.

UNION SERVICE CORPORATION, Trustee

By: Diana Allen (SEAL)
Name: Diana Allen
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albermarle, to-wit:

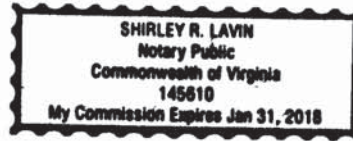
The foregoing instrument was acknowledged before me this 24th day of November, 2014, by Diana Allen, Vice President of Union Service Corporation, a Virginia corporation, on behalf of the corporation as trustee.

My commission expires: 01/31/18
Registration No.: 145610

Shirley R. Lavin
Notary Public

UNION FIRST MARKET BANK

By: Thomas J. Wilson (SEAL)
Name: Thomas J. Wilson
Title: Senior Vice President



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albermarle, to-wit:

The foregoing instrument was acknowledged before me this 24th day of November, 2014, by Thomas J. Wilson, Senior Vice Pres. of Union First Market Bank, on behalf of the bank.

My commission expires: 01/31/18
Registration No.: 145610

Shirley R. Lavin
Notary Public



EXHIBIT A: PROPERTY SUBJECT TO THIS DECLARATION.

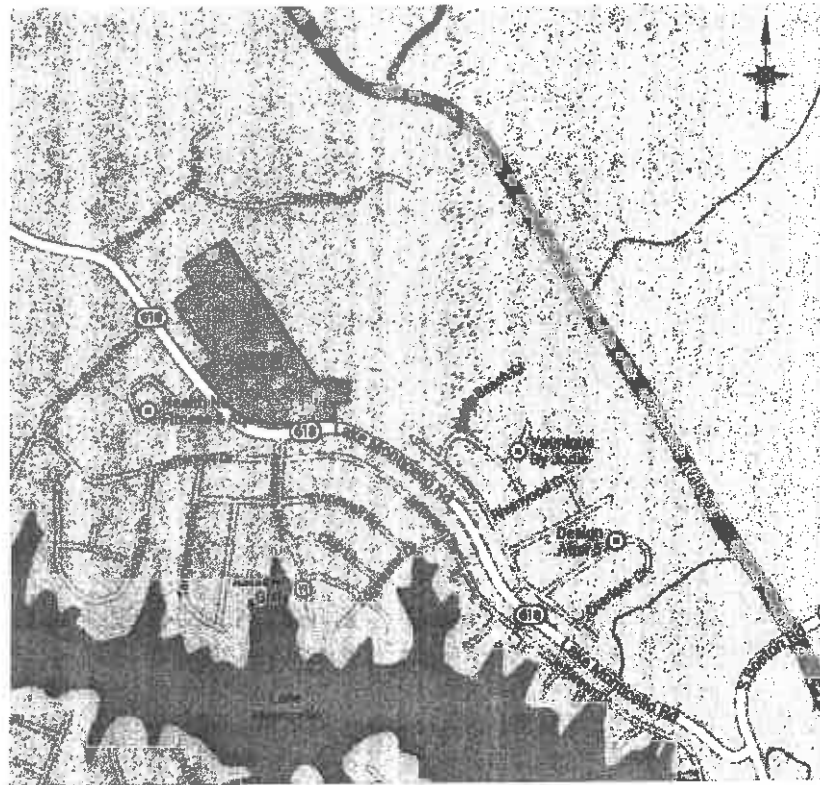
All those certain Lots or Parcels of land, as shown and described on a Plat of Village Oaks Subdivision titled, "Final Plat, Village Oaks Phase 1A – Lots 1 – 7, TMP 9A-14C & 9-12-156, Cunningham District, Fluvanna County, VA", dated January 28, 2014, as revised May 6, 2014 and December 2, 2014, by Dominion Engineering, and, attached hereto, made a part hereof, and, recorded herewith in Clerk's Office of the Circuit Court of Fluvanna County, Virginia.

EXHIBIT B: ADDITIONAL PROPERTY.

Any Property, whether such property is now owned or which is subsequently owned by the Declarant (or any successor), is adjacent or contiguous to or located within a two (2) mile radius of the property already forming part of the Properties, as defined in the Declaration, which is described in Exhibit A hereto, measured from the then existing boundary of the Properties. This provision is for common Association administrative purposes. Nothing herein permits the Declarant to add to an existing subdivision or create a subdivision of land without required County approvals. Nothing herein permits the Declarant to alter or amend any County zoning or subdivision requirements relating to any parcel of land.

INSTRUMENT #1403404
RECORDED IN THE CLERK'S OFFICE OF
FLUVANNA COUNTY ON
DECEMBER 8, 2014 AT 11:51AM

BOUSON E. PETERSON, CLERK
RECORDED BY: TLL



VICINITY MAP
SCALE: 1"=1000'

AREA CALCULATIONS

TMP 9-12-156:		TMP 9-A-13:	
ORIGINAL AREA-	0.839 AC	ORIGINAL AREA-	15.17 AC
PORTION ADDED TO 9-A-14C -	0.285 AC	DEDICATED TO R/W (SR 618)-	0.17 AC
NEW AREA -	0.544 AC	NEW AREA -	15.00 AC

TMP 9-A-14:	
ORIGINAL AREA-	3.27 AC
R/W VACATED-	0.088 AC
NEW AREA-	3.36 AC

TMP 9-A-14C:	
ORIGINAL AREA -	24.08 AC
AREA FROM 9-12-156 -	0.295 AC
DEDICATED TO R/W (SR 618)-	0.307 AC
TOTAL NEW AREA -	24.068 AC

SUBDIVISION CALCULATIONS

LOTS -	1.113 AC
OPEN SPACE -	2.172 AC (9.02%)
R/W DEDICATION (VIRGINIA AVE.) -	0.372 AC
RESIDUE -	21.155 AC
TOTAL	24.068 AC

NOTES

1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY SHOWN HEREON AND SAID PROPERTY MAY BE SUBJECT TO INFORMATION DISCLOSED ON A TITLE REPORT BY A LICENSED ATTORNEY.
2. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER THE DATE OF THIS PLAT USING MONUMENTS FOUND TO EXIST AT THE TIME OF THIS SURVEY. THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
3. THE AREA SHOWN HEREON IS LOCATED IN ZONE "X" AND DOES NOT FALL WITHIN FLOOD HAZARD ZONE "A" FOR A 100 YEAR FLOOD AS SHOWN ON FEMA MAP NO. 51065C0062C & 51065C0066C. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS, NO ELEVATION STUDY HAS BEEN PERFORMED AS A PORTION OF THIS PROJECT.
4. VIRGINIA AVENUE IS HEREBY DEDICATED TO PUBLIC USE.
5. THE PERIMETER BOUNDARY INFORMATION IS TAKEN FROM A SURVEY BY RIVANNA ENGINEERING & SURVEYING, PLC, DATED FEBRUARY 21, 2006 BY TIMOTHY R. MILLER, LS AND A SURVEY BY DOMINION ENGINEERING, DATED MARCH 11, 2011 WITH A LATEST REVISION DATE OF OCTOBER 20, 2011 BY KEVIN D. SHREINER, LS.
6. IRON PINS TO BE SET AT ALL LOT CORNERS NOT MARKED WITH EXISTING MONUMENTS.
7. ALL LOTS SHALL BE SERVED BY WATER AND SEWER SERVICE PROVIDED BY AQUA-VIRGINIA.
8. TMP 9-A-14 AND 9-A-14C ARE ZONED R-3 RESIDENTIAL. TMP 9-12-156 IS ZONED A-1 AGRICULTURAL.
9. ALL EXISTING EASEMENTS SHOWN ARE RECORDED AT DB 853 PG 553 UNLESS OTHERWISE NOTED.
10. VDOT ROAD PLAN APPROVALS:
VILLAGE OAKS ROAD PLANS APPROVED 6-15-2007
ROUTE 618 ROAD PLANS APPROVED 6-15-2007
RIVER OAKS ROAD PLANS APPROVED 11-15-2007
AMENDMENT APPROVED 1-28-2011

SHEET INDEX

- V1 COVER SHEET
- V2 OVERALL BOUNDARY
- V3 SUBDIVISION PLAT

COUNTY APPROVAL

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

Steven T. Rogers 12/5/2014
SUBDIVISION AGENT DATE

AQUA VIRGINIA APPROVAL

John H. Curran 12.5.14
AUTHORIZED AGENT DATE

VDOT APPROVAL

W. M. Wood 12/5/14
AUTHORIZED AGENT DATE

Curve	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	86.62'	125.00'	39°42'18"	45.13'	84.80'	N 81°21'01" E
C2	23.49'	15.00'	89°43'53"	14.93'	21.16'	N 73°38'36" W
C3	28.54'	15.00'	109°00'31"	21.03'	24.42'	N 06°59'37" E
C4	39.70'	30.00'	75°49'22"	23.36'	36.87'	S 80°35'27" E
C5	23.55'	15.00'	89°56'41"	14.99'	21.20'	S 16°31'32" W
C6	150.79'	155.00'	55°44'23"	81.96'	144.91'	N 33°37'41" E
C7	78.73'	47.50'	94°57'40"	51.80'	70.02'	N 41°43'18" W
C8	247.37'	1050.00'	13°29'54"	124.26'	246.80'	N 85°16'38" W
C9	61.86'	205.00'	17°17'20"	31.17'	61.82'	S 52°51'12" W
C10	43.55'	35.00'	71°17'31"	25.10'	40.80'	S 07°08'20" W
C11	138.09'	205.00'	38°02'06"	70.66'	133.60'	S 24°48'34" W
C12	9.47'	35.00'	15°29'49"	4.76'	9.44'	N 13°30'33" E
C13	68.09'	47.50'	82°08'12"	41.39'	62.41'	S 60°08'33" W
C14	170.02'	810.69'	12°01'00"	85.33'	169.71'	N 72°48'51" W
C15	74.20'	620.52'	6°51'04"	37.14'	74.16'	N 84°45'12" W
C16	83.12'	560.47'	8°29'48"	41.63'	83.04'	N 50°28'53" W
C17	4.52'	1883.66'	0°09'14"	2.26'	4.52'	N 38°38'47" W
C18	116.07'	1484.24'	4°28'50"	58.06'	116.04'	N 32°37'27" W
C19	78.44'	50.00'	89°53'13"	49.90'	70.64'	N 11°46'16" E

Curve	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C20	84.54'	53.00'	91°23'27"	54.30'	75.88'	N 77°35'24" W
C21	107.88'	800.00'	7°42'43"	53.92'	107.80'	N 34°01'48" W
C22	107.88'	800.00'	7°42'43"	53.92'	107.80'	N 34°01'48" W
C23	117.81'	75.00'	90°00'01"	75.00'	108.07'	N 14°49'36" E
C24	203.32'	777.31'	14°59'13"	102.24'	202.74'	N 20°19'10" W
C25	87.85'	375.00'	13°23'31"	44.03'	87.45'	N 68°14'57" E
C26	164.44'	2045.70'	4°36'20"	82.26'	164.39'	N 30°48'06" W
C27	236.06'	416.55'	32°28'12"	121.29'	232.92'	N 49°54'53" W
C28	138.70'	310.27'	25°36'48"	70.53'	137.55'	N 56°55'25" E
C29	206.99'	572.84'	20°42'13"	104.64'	205.87'	N 54°28'08" E
C30	67.69'	183.47'	21°08'24"	34.24'	67.31'	N 75°23'24" E
C31	75.06'	187.50'	22°56'14"	38.04'	74.56'	S 54°08'53" E
C32	32.39'	132.50'	14°00'17"	16.27'	32.31'	N 54°30'56" W
C33	9.81'	132.50'	4°14'38"	4.91'	9.81'	S 63°38'23" E
C34	80.78'	102.50'	45°09'20"	42.82'	78.71'	S 43°11'02" E
C35	40.16'	102.50'	22°28'58"	20.34'	39.90'	S 09°22'54" E
C36	15.71'	10.00'	90°00'00"	10.00'	14.14'	N 46°50'35" E
C37	66.52'	58.50'	67°27'35"	37.72'	62.75'	S 31°53'12" E
C38	54.94'	35.00'	89°56'41"	34.97'	49.47'	N 73°28'28" W

SURVEYOR'S STATEMENT

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

STATEMENT OF TITLE FOR TMP 9-A-14C

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 711, PAGE 66, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

STATEMENT OF TITLE FOR TMP 9-A-14

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 923, PAGE 622, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

STATEMENT OF TITLE FOR TMP 9-12-156

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 853, PAGE 553, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

STATEMENT OF TITLE FOR TMP 9-A-13

THE LAND SHOWN WAS OBTAINED BY SYCAMORE SQUARE, LLC AS RECORDED IN DEED BOOK 874, PAGE 791, AND TO THE BEST OF MY KNOWLEDGE MEETS ALL THE REQUIREMENTS REGARDING THE PLATTING OF SUBDIVISIONS.

OWNERS APPROVAL

THE SUBDIVISION & CONSOLIDATION OF TMP 9-A-14C RECORDED IN DB 711, PAGE 66 AND 9-12-156 RECORDED IN DB 853 PG 553 DESIGNATED AS LOT 156 OF RIVER OAKS SUBDIVISION, LOCATED IN THE RIVANNA MAGISTERIAL DISTRICT, CONTAINING 24.08 ACRES AND 0.839 ACRES RESPECTIVELY, IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY; ALL STREETS SHOWN ON THE PLAT ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION TO PUBLIC USE; AND THAT ALL LOTS ARE SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS DATED _____ AND RECORDED AT _____ IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA.

SYCAMORE SQUARE, LLC, by Frank T. Ballif as manager

STATE OF VIRGINIA
COUNTY OF ALBEMARLE
TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF December 2014.

Lois A. Haverstrom No. 298946

MY COMMISSION EXPIRES: 7-31-2016
LOIS A. HAVERSTROM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2016
REGISTRATION NO. 298946

OWNERS APPROVAL

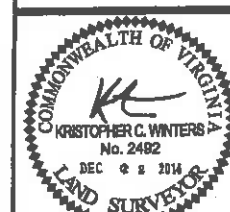
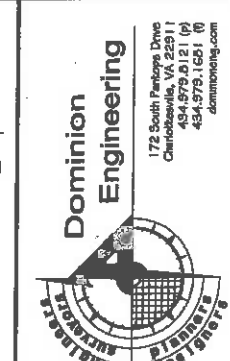
THE SUBDIVISION & CONSOLIDATION OF TMP 9-A-14 LOCATED IN THE RIVANNA MAGISTERIAL DISTRICT, RECORDED IN DB 923, PAGE 622 CONTAINING 3.493 ACRES, IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY; ALL STREETS SHOWN ON THE PLAT ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION TO PUBLIC USE; AND THAT ALL LOTS ARE SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS DATED _____ AND RECORDED AT _____ IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA.

SYCAMORE SQUARE, LLC, by Frank T. Ballif as manager

STATE OF VIRGINIA
COUNTY OF ALBEMARLE
TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF December 2014.

Lois A. Haverstrom No. 298946

MY COMMISSION EXPIRES: 7-31-2016
LOIS A. HAVERSTROM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2016
REGISTRATION NO. 298946



NO.	REVISIONS: DESCRIPTION	DATE
1	COUNTY COMMENTS, MINOR LOT ADJUSTMENTS	05-05-14
2	OWNERSHIP CHANGE	12-2-14

PROJECT TITLE: FINAL PLAT
VILLAGE OAKS PHASE IA - LOTS 1-7
TMP 9A-14, 9A-14C & 9-12-156
CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VA

PROJECT NO: 10.0148

SHEET NO:

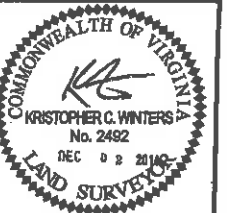
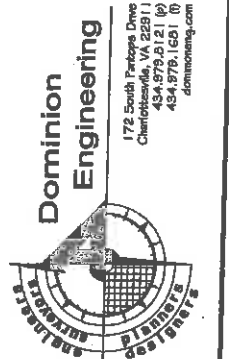
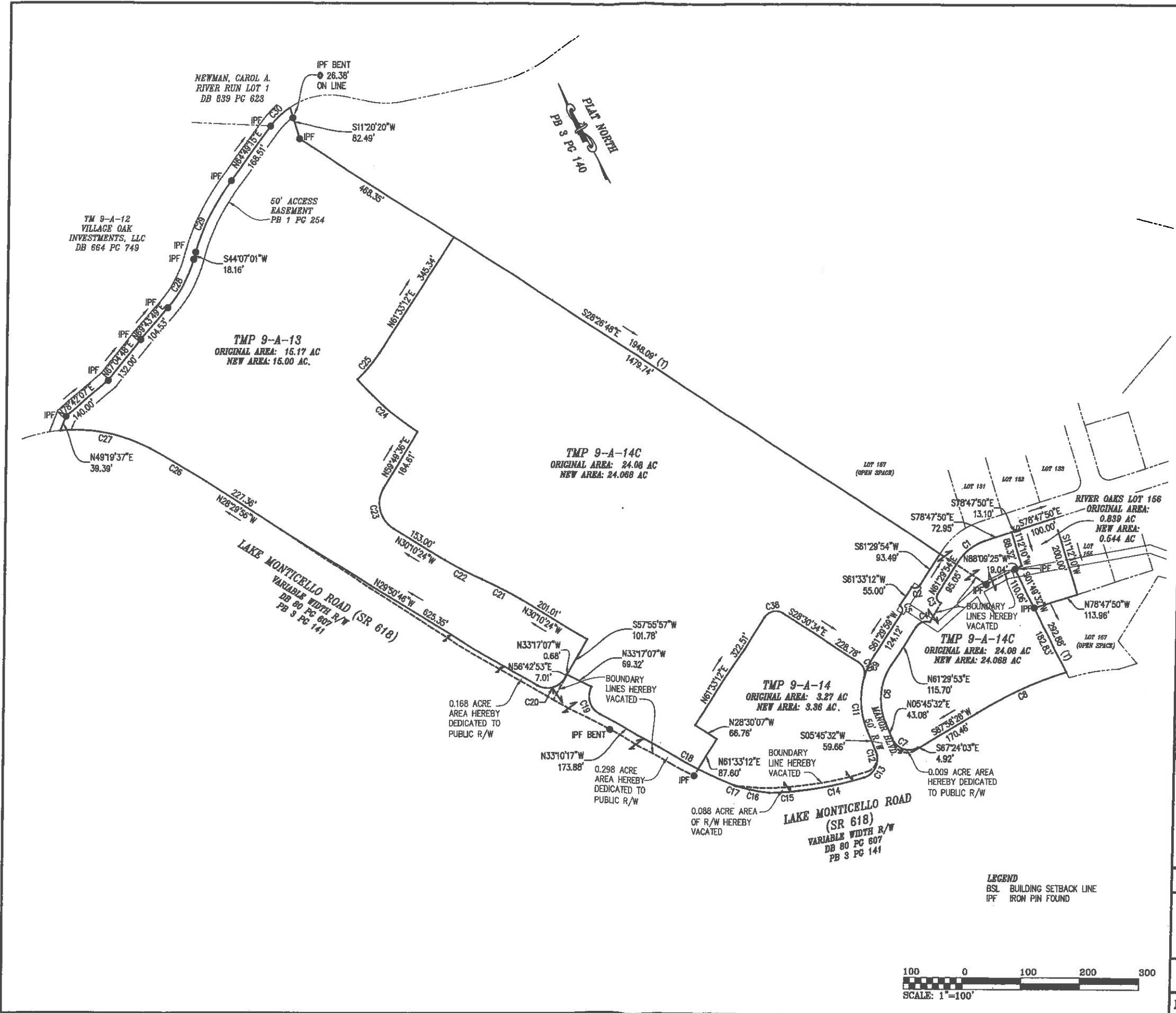
V1

1 OF 3

DATE: JANUARY 28, 2014

COVER SHEET

Plat Book 3, Page 203



REVISIONS:	
NO.	DESCRIPTION
1	COUNTY COMMENTS, MINOR LOT ADJUSTMENTS
2	OWNERSHIP CHANGE

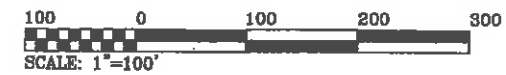
DATE: 06-08-14
DATE: 12-2-14

CHECKED BY: KCV
DRAWN BY: BRV
SCALE: 1"=100'

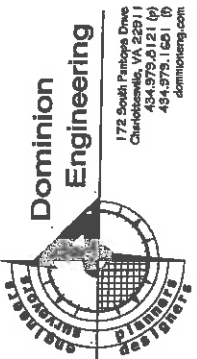
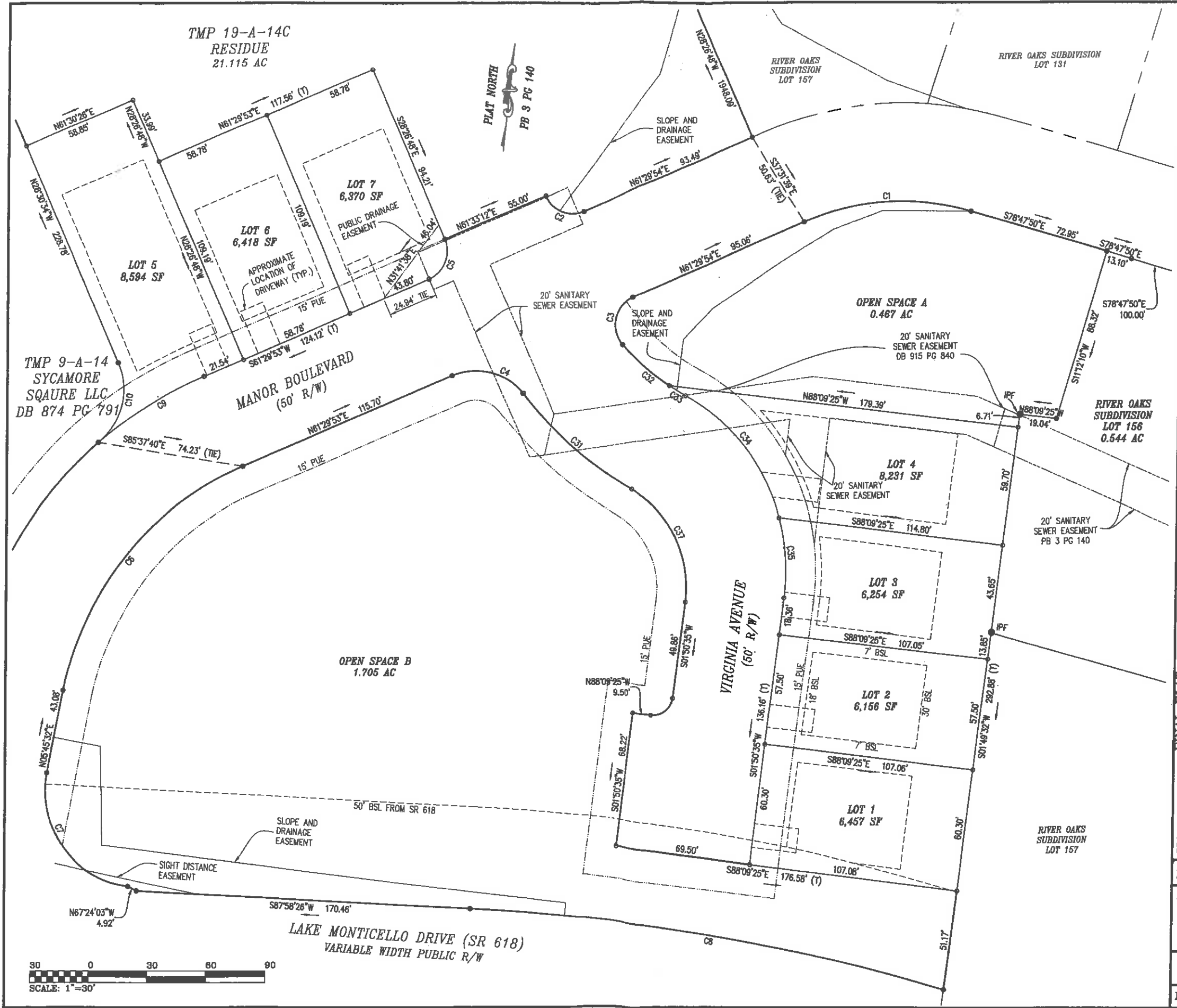
PROJECT TITLE: FINAL PLAT
VILLAGE OAKS PHASE IA - LOTS 1-7
TMP 9A-14, 9A-14C & 9-12-156
CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VA

SHEET TITLE: OVERALL BOUNDARY

PROJECT NO: 10.0146
SHEET NO: V2
2 OF 3
DATE: JANUARY 28, 2014



Plat Book 3, Page 201



REVISIONS:	
NO.	DESCRIPTION
1	COUNTY COMMENTS, MANOR LOT ADJUSTMENTS 05-08-14
2	OWNERSHIP CHANGE 12-2-14

DATE: 05-08-14
DATE: 12-2-14

SCALE: 1"=100'

CHECKED BY: KCW
DRAWN BY: BRV

PROJECT TITLE: FINAL PLAT
VILLAGE OAKS PHASE IA - LOTS 1-7
TMP 9A-14, 9A-14C & 9-12-156
CUNNINGHAM DISTRICT, FLOYD COUNTY, VA

SHEET TITLE: SUBDIVISION PLAT

PROJECT NO: 10.0148
SHEET NO: V3
3 OF 3
DATE: JANUARY 28, 2014

Plat Book 3, Page 202



MEMORANDUM

Date: October 3, 2017
From: Stephanie Keuther
To: Jason Stewart
Subject: Board of Supervisors APO Letter

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the October 18, 2017 Board of Supervisors meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

Attachment A

BOS2017-10-18 p.102/219

132 Main Street

P.O. Box 540

Palmyra, VA 22963

(434) 591-1910

Fax (434) 591-1911

www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

October 3, 2017

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on ZMP 17:02

Dear «Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced items as noted below:

Purpose: Board of Supervisors Public Hearing
Day/Date: Wednesday, October 18, 2017
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

The applicant or applicant's representative will be present at the Board of Supervisors meeting for the request that is described as follows:

ZMP 17:02 Village Oaks – An ordinance to amend one proffer associated with ZMP 04:02 of the Fluvanna County Zoning Map with respect to 38.869 acres of Tax Map 9, Section A, Parcels 13 & 14C and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 & 7, all zoned R-3, Residential, Planned Community. This amendment, if approved, would remove the restriction that at least 80% of occupied units must be occupied by at least one person who is 55 years of age or older. The property is located along Lake Monticello Road (Route 618) between River Run Drive and Ashlawn Boulevard, and is within the Rivanna Community Planning Area and the Palmyra Election District.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at <http://fluvannacounty.org/meetings>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

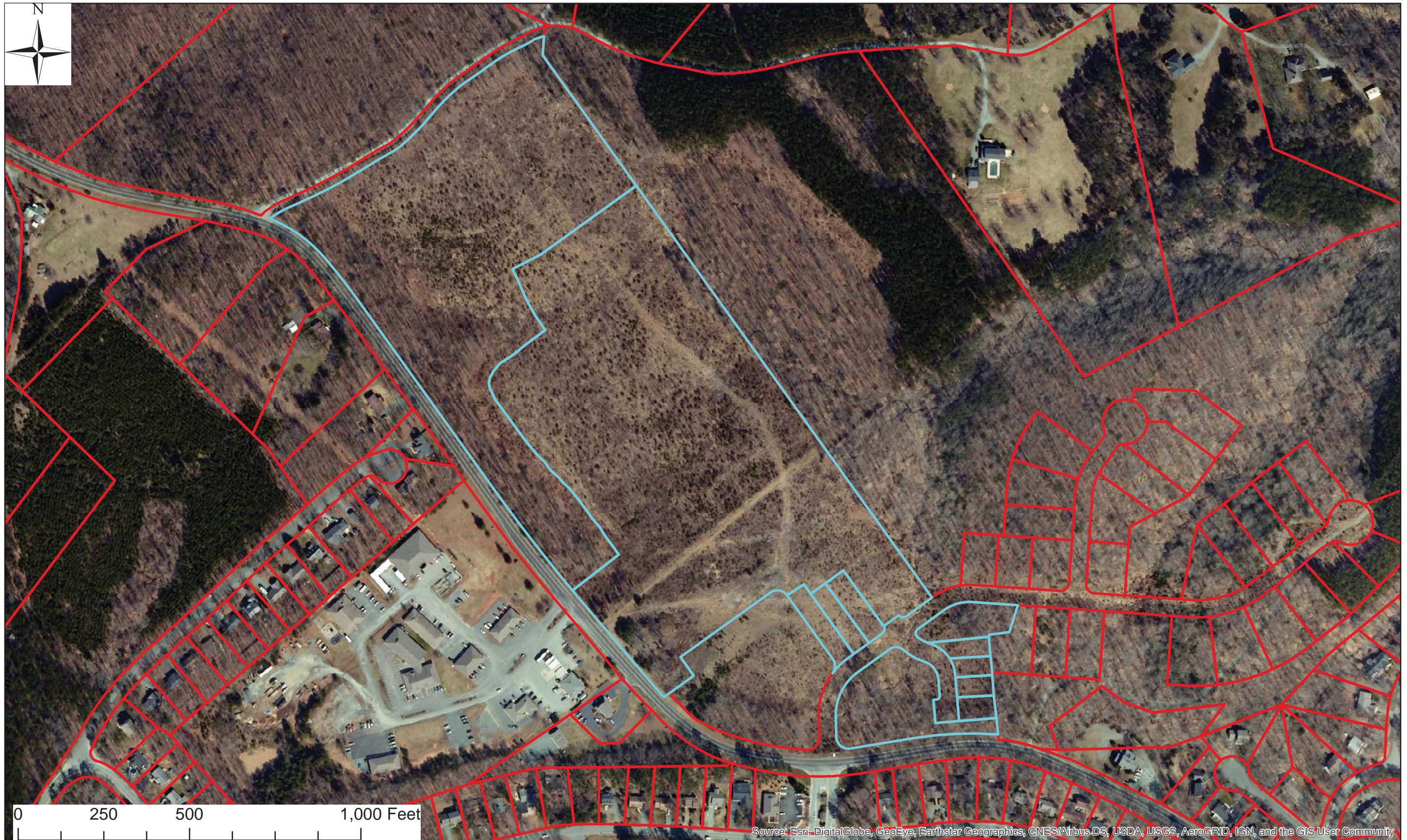
If you have any questions regarding this application or the Public Hearing, please contact me at 434–591–1910.

Sincerely,

Jason Stewart
Planning and Zoning Administrator

ADJACENT PROPERTY OWNERS ZMP 17:02

TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
18A 1 247	DONALD S. BATTEN	P.O. BOX 116	CHARLOTTESVILLE, VA 22902
9 12 156	LISA & PATRICK DIETER	174 MANOR BLVD	PALMYRA, VA 22963
9 A 11A	TIMOTHY J HOFFMAN	477 PERKINS RD	KENTS STORE, VA 23084
18A 1 176	CHRISTOPHER J & MELANIE C KENNEDY	851 JEFFERSON DR E	PALMYRA, VA 22963
18A 1 177	JILL MAY	853 JEFFERSON DR EAST	PALMYRA, VA 22963
9 10 1	CAROL A NEWMAN	187 RIVER RUN DR	PALMYRA, VA 22963
18A 1 249	MARY VIRGINIA ROCKEY	867 JEFFERSON DR	PALMYRA, VA 22963
9 A14B	CROFTON GROUP, INCC/O WILLIAM E SCLATER	105 CROFTON PLZ STE 7	PALMYRA, VA 22963
18A 2 33	GABRIELE FORD	29 GLEN BURNIE RD	PALMYRA, VA 22963
18A 1 250	PATRICIA V HOOK & JEFFREY CIUCIAS	6 COLONIAL DR	PALMYRA, VA 22963
18A 1	LAKE MONTICELLO OWNER'S ASSOC.	41 ASHLAWN BLVD.	PALMYRA, VA 22963
18A 2 32	BETTY J MEYER	27 GLEN BURNIE RD.	PALMYRA, VA 22963
P A 14A	STANLEY C & JOANN NORDLUND	1694 TISDALE RD	LOUISA, VA 23093
18A 1 248	DAVID L & PEGGY A SHANKLIN	865 JEFFERSON DR EAST	PALMYRA, VA 22963
18A 1 246	TIMOTHY M & THEA T CURRIER	861 JEFFERSON DR E	PALMYRA, VA 22963
9 A 11C	PHOEBE R. & LARRY HERRING	2542 THOMAS JEFFERSON PKWY	PALMYRA, VA 22963
9 12 131	HEIDI JOHNSON ET AL	147 MANOR BLVD	PALMYRA, VA 22963
9 12 157	DALE LUDWIG	8 OAK GROVE RD	PALMYRA, VA 22963
9 A 14D	MONTICELLO COUNTRY CORP	2704 LAKE MONTICELLO RD	PALMYRA, VA 22963
9 A 11D& 11E	GREGORY W & MARIA ANNE ROBERTS	2448 LAKE MONTICELLO RD	PALMYRA, VA 22963





COUNTY OF FLUVANNA

Steven Biel
Director of Planning & Community Development
sbiel@co.fluvanna.va.us

"Responsive & Responsible Government"

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

February 17, 2005

Southern Development
170 South Pantops Drive
Charlottesville, VA 22911

REF: ZMP 04:02

Dear Southern Development:

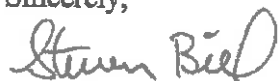
Please accept this letter as notification of the action taken on February 16, 2005 by the Board of Supervisors in regards to the request referenced above. Your request was **approved** with the following eighteen (18) proffers:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.

7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community. HWD 907.
9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza: A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00 In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.
17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

If I can be of any further assistance, please feel free to contact me.

Sincerely,



Steven Biel
Planning Director

Copy: Kelly Strickland, Rivanna Engineering, 1350 Stony Point Road, Charlottesville, VA 22901
File



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

November 22, 2013

Sycamore Square, LLC & Ballif Investments, LLC (Mr. Charlie Armstrong)
170 S. Pantops Drive
Charlottesville, VA 22911

**Re: ZMP 12:03 Sycamore Square, LLC amendment to proffer # 8 of ZMP 04:02
Tax Map: 9-A-13, 14, & 14C**

Dear Mr. Armstrong:

Please accept this letter as notification of the action taken on November 20, 2013 by the Board of Supervisors with regard to the request referenced above. Your request to amend proffer # 8 of the proffers associated with rezoning case # 04:02, with respect to Tax Map 9, Section A, Parcels 13, 14, & 14C was **approved (4-1)** by the Board of Supervisors with the amended proffer as stated:

The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Actions 1995: Final Rule. The following requirements shall apply:

- 1. The housing shall be intended and designed for persons aged 55 and older;*
- 2. At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;*
- 3. The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and*
- 4. The development shall also comply with rules issued by HUD for the verification of occupancy.*

If I can be of any further assistance, please feel free to contact me.

Sincerely,

Steve Tugwell
Senior Planner

cc: File



Neighborhood Meeting Sign-In Sheet

Meeting Date: July 19, 2017

Name	Address	City/State/Zip	Reason for Attending (Item/Application)
Stephanie Davis	25 Wisteria Way	Palmyra, VA 22963	impact on LMOA
Beth Kennan	Predmont/Hughesmore	Culpeper, VA	Interested org

ZMP 17:02 Neighborhood Meeting Notes

July 19, 2017, 4:30 p.m.

Morris Room, County Administration Building

Attendees: 4 (including staff and applicant)

Questions

- Is the assisted living facility still moving forward?
- How many kids are anticipated for the school system?
- Are the homes typically two bedroom?
- What is the starting price range?
- Is there any public resistance to the project?
- Is there any timing as to when the assisted living facility will commence?

August 25, 2017

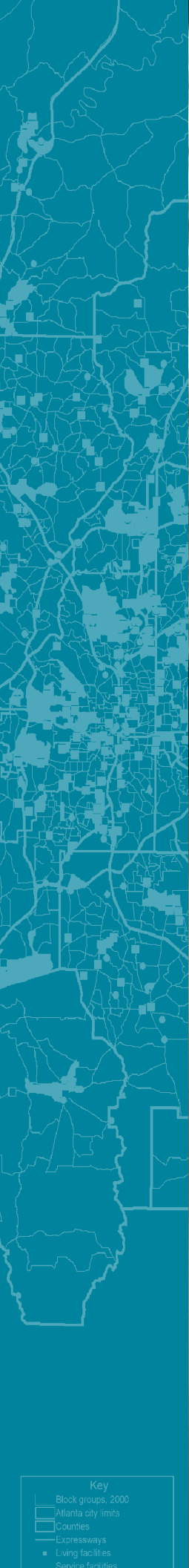
(Current Proffer # 8) The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Actions 1995: Final Rule. The following requirements shall apply:

1. The housing shall be intended and designed for persons aged 55 and older;
2. At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;
3. The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older;
4. The development shall also comply with rules issued by HUD for the verification of occupancy.

(Proposed Proffer # 8) A minimum of 35% of the housing shall be designed with at least one bedroom on the first floor, such that all typical living functions can be accommodated on the first floor of the home.



COMMUNITY HOUSING
RESOURCE CENTER







Aging in Place

A TOOLKIT FOR
LOCAL GOVERNMENTS

BY M. SCOTT BALL

Key

-  Block groups, 2000
-  Atlanta city limits
-  Counties
-  Expressways
-  Living facilities
- Service facilities

EXECUTIVE SUMMARY

Aging in Place is a tool designed to help local governments plan and prepare for their aging populations. It presents a series of programs and zoning practices that expand the alternatives available to older adults living in the community. The tool emphasizes techniques for coordinating housing development regulations and healthcare supports so older adults can stay in their homes. It also addresses specific quality growth practices so older adults can get out of their homes. It details examples of coordinated approaches to the provision of neighborhood housing and supportive services that make it not only possible, but cost effective for seniors to stay in their communities.

Most recommended changes in community or neighborhood design are simply “smarter” alternatives to conventional auto-dependent development patterns. While necessary to support older adults, these changes enhance the quality of life for citizens of all ages and abilities. Local governments, as well as individuals and communities, benefit from a continuous progression of service delivery, avoiding the additional cost burdens of overly intensive care and retaining the social, civic and economic contributions of older adults.

The heart of the Aging in Place toolkit is a set of local strategies organized into three critical issue areas:

- HEALTHCARE: Integration of healthcare delivery with housing and planning initiatives
- ENVIRONMENT: Housing and urban design
- PLANNING AND ZONING: Housing stock and location

To begin, the Aging in Place Toolkit examines the impact of aging in place strategies on the individual and on the community. The toolkit explores why aging in place is an important and cost-effective strategy for a growing older adult population.

It defines the five guiding principles to aging in place initiatives and offers a set of examples. The toolkit then discusses each of the components essential to an aging in place strategy:

Healthcare, the Environment, Planning and Zoning and offers recommendations on how a community can address each.

Finally, the toolkit explores the challenge of coordination and the role visual tools like Geographic Information Systems can play in making aging in place strategies a reality.

Communities interested in meeting the needs of their growing older adult populations should begin by assessing their ability to meet the need for affordable housing, appropriate and safe housing, diverse housing choices, transportation options and supportive services.

Contents

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What is Aging in Place

“Aging in Place” is simply a matter of preserving the ability for people to remain in their home or neighborhood as long as possible.

needs, loss of mobility, financial concerns, home maintenance and increasing property taxes, however, present significant impediments to this simple and primary desire.

“Aging in Place” is a diverse range of programs that address these impediments, seeking to retain senior citizens as integral and productive members of their communities. By providing appropriate neighborhood based health and housing alternatives, Aging in Place initiatives increase the personal dignity and functional independence of older adults. Many small changes can work together to allow an individual to stay in their community as they age. These can include a range of actions from altering the length of a stop light to re-imagining healthcare delivery. Just as individual seniors have different needs, the communities that serve them will find that some of the ideas expressed here are applicable to their situation and others are not.

A number of public policy adjustments can make it possible for older adults to remain in their communities as long as possible. Unfortunately, the dominant planning practices and healthcare delivery systems were developed when seniors represented a much

Seniors prefer to remain in their communities¹. Rather than move to a new community, even one that might be more physically suited to their needs, the vast majority of older adults prefer to stay right where they are. Changing healthcare

smaller percentage of the population and the average life span was significantly shorter. As a result, government planning and development practices of the past few decades have given little consideration to the requirements of “life cycle communities”—communities where residents are able to live comfortably through the full spectrum of their lives. The current physical environment does not promote independence as we age. The current healthcare system has not been coordinated with in home care to efficiently and effectively support the senior population. Planners and coordinators of elder care need to change their focus in order to serve a changing demographic.

This toolkit is designed for those planners, local officials, agencies and organizations who want to meet the needs of an older population. To help localities create an aging in place strategy the toolkit explores problems and solutions presented by the health care, environmental and planning aspects of aging in place.

The Health Connection

With limited options, the last third of a person’s life is often spent making radical changes in response to comparatively minor changes in physical or physiological condition. A problem in one knee can render a home’s stairs insurmountable, shrinking a person’s world to the space of a few rooms. Forgetfulness can force an otherwise healthy and productive person into a nursing home, as medication schedules become difficult to maintain. The scarcity of the family doctor and the shortage of health care personnel available for home visits further inhibit prompt and effective health care and appropriate nutrition.

¹ The AARP regularly surveys thousands of older adults and consistently at least 80% of older adults report that they want to remain in their homes and communities rather than move to retirement communities or supportive housing environments. See Home Sweet Home Survey, AARP <http://research.aarp.org/digest/homesh.html>



HOW WE GOT HERE

The evolution of America's residential fabric can be seen as a physical record of the maturation of a single generation. The nation first built housing on a mass scale to accommodate returning World War II GIs and their new families. As their children became young adults, production switched to starter homes that sheltered the young "baby boomers" striking out on their own. As the boomer generation has progressed to its peak earning years, the market has continued to cater to its needs, supplying the suburban developments and larger estates that this group can now afford.

The next stage in the maturity of the boomer generation – that of retirement and aging – will require more than just the increased supply of a specific housing type. This stage will require greater public sector coordination of a number of disparate services and industries. Governments will face the complexities of retrofitting and redesigning residential stock in coordination with healthcare delivery and public transportation agencies to accommodate the aging population.

Our current housing stock and residential neighborhood fabric do not adequately support senior residents as they age. Home care and independent living services for low-income, elderly households are woefully lacking. Most seniors in the Atlanta area are severely "over-housed" in large family-sized homes, without more appropriate alternatives in their communities. In most cases zoning laws forbid integrating multi-family units and "in-law suites" into single-family unit developments. Substantial numbers of Americans may soon face the choice of staying in homes ill-suited to their needs or leaving their communities altogether.

The limited opportunities to age in place will soon present a challenge to the goals of quality growth. The retirement of the baby boom generation could require an enormous amount of urban expansion and capital expenditure unless existing communities are modified to suit changing needs. Comprising the bulk of the market, the baby boom generation has been the driving force over much of the past half-century in urban planning and development. If we are to achieve quality growth objectives while the baby boomers retire, localities will need to anticipate and prepare for the shift in housing and health needs of this important demographic.

The Environmental Connection

The environmental constraints that inhibit aging in place fall into two categories, the home itself and the community in which the home is located. Doors too narrow for a walker or wheel chair can make daily living impossible. Lighting that was sufficient in earlier years may be inadequate for safe cooking. The oven may be out of reach for a person with reduced flexibility. Most houses have exterior stairs, making entry and exit difficult. Taking the garbage out can be a major undertaking for a frail person.

Even if seniors overcome these domestic problems, they still face many urban design obstacles. Sidewalks, if they exist at all, may be difficult to navigate on unsteady feet and impossible to negotiate in a wheelchair. Often adequate sidewalks do not lead to needed services or to public transit. Where public transportation is in place, its design may not serve the aging population. Finally, years of segregating housing from commercial uses have made driving a car the only viable means of transportation.

The Planning and Zoning Connection

Zoning laws in most communities create obstacles for those trying to remain in their neighborhoods as they age. In addition to isolating residential neighborhoods from everyday commercial services, most housing developments built in the last 50 years exclude by law any housing form except single family. When a home or town home becomes difficult to maintain, older adults cannot "downsize" and remain in their community. Zoning regulations prevent older adults from converting a garage or basement into apartment space for a caregiver. Children of older adults face the same barriers trying to convert their homes or locate their parents close by.

The demands placed on localities to support seniors in the community can also provide an opportunity to advance quality growth objectives. Structuring community design, housing and healthcare to meet the needs of seniors creates multiple social and economic benefits for the entire community. Pedestrian accessibility, efficient public transportation, housing type diversity, commercial/residential integration are both quality growth goals and aging in place necessities.

Five Key Components of Aging in Place

CHOICE

Providing both healthcare and housing options that meet the diverse needs of individuals as they move through the later third of their lives. Options should be affordable along the income spectrum so all citizens and/or caregivers are able to choose from a range of alternatives.

FLEXIBILITY

Offering a range of services that can be applied in a variety of contexts. Flexibility requires that levels of health and housing supports be adjustable whether an individual lives in a single family home, rents a privately or publicly managed apartment or resides in an assisted living facility. Because each individual will have his or her own concerns and needs, flexible services will allow individuals to tailor different health and housing services to their own situations.

ENTREPRENEURSHIP

Capitalizing on the collective purchasing power of an organized community of older adults. The growing older adult population presents not only challenges but opportunities. New economies of scale exist as the percentage of older adults in a community grows, presenting new opportunities for affordable service delivery.

MIXED GENERATIONS

Maintaining mixed-generation communities in order to maximize older adults' capacity for self-help and community contribution. There are valuable links to be made between the needs and skills of different age groups. Young mothers often need child care while older adults need transportation to the doctor or store. Teenagers need after school employment while older adults need help with small chores around the house.

SMART GROWTH

Designing communities that are more accessible and livable. While Smart Growth benefits all residents, for many older adults good community design is a fundamental necessity, not just an amenity. Aging in Place supports older adults in their homes and makes it possible for them to get out and into the community.

Solving the Healthcare/ Housecare Equation



The Health/Housing Connection

In many communities around the Atlanta region, the healthcare and supportive service systems and the available housing options do not adequately meet the needs of aging Atlantans. The rapid growth in the older adult population will only exacerbate these current inadequacies. As the population ages in an aging housing stock, it becomes difficult to distinguish a health concern from a housing concern. Health concerns can create or compound the problems of an aging housing stock, and housing concerns can create or compound

health problems for aging individuals. When a living environment is affordable and appropriate, an aging individual is more likely to remain healthy and independent. When an individual maintains good health, he or she is better able to maintain his or her living environment.

Most older adults in the Atlanta region² own the homes in which they live. As these homeowners age and their bodies become increasingly frail, the regular maintenance and upkeep of a home can become physically difficult to manage. As the medical needs of an aging individual and the repair needs of an aging house increase, both place demands on the fixed income of a retiree. As the monthly pharmacy bill grows, the senior is less likely to be able to afford a needed roof or furnace replacement. A leaky roof or inadequate

heating system does not only create substandard housing conditions, it can compound health concerns.

This circular relationship between health and housing exists in the rental market as well. A building that 20 years ago housed working 55-year-olds is now a building of 75-year-old, frail retirees. As individuals continue to age in place, the building's management will discover the health of residents surfacing as a housing concern. An older resident who forgets to turn off the stove may present a safety risk to the entire building. A resident may require assistance cleaning the apartment or preparing food, and the management company, initially out of a concern for the building, may find itself addressing the health and supportive-service needs of its residents.

Despite this relationship, the health concerns of an aging individual are addressed by one agency or set of services while

TRADITIONALLY WE SEPARATE health and housing into different professional and service sectors, addressing health and housing concerns in isolation from one another. As we begin to address the needs of the growing older adult population, this separation no longer makes sense. Because an older adult's health and housing needs are often indistinguishable, comprehensive aging in place strategies integrate healthcare and supportive services with housing options, programs and policies.

How to get started? To address the healthcare equation — that is, to begin to integrate healthcare and supportive services into aging in place strategies, the following section outlines the connections between the health and housing needs of an older adult, the existing long term care network and potential aging in place partners including the Aging Service Network. It then examines a series of recommended policy and program changes that address the health and supportive service needs of the older adult population in conjunction with their housing needs.

**A HEALTH CONCERN CAN
COMPOUND A
HOUSING
CONCERN**



**A HOUSING
CONCERN
CAN COMPOUND
A HEALTH CONCERN**

² The 2000 US Census reported that 78% of individuals over the age of 65 own their own home.



HOW DID WE GET HERE?

Public subsidies are designed to produce either health or housing services — but not both. Government-sponsored health programs and housing programs were designed to produce distinct public goods. The missions of public health and housing agencies were not only isolated but mutually exclusive. They were created as different line items in local, state and federal governments. Public housing programs and government mortgage subsidies were created to increase the number of affordable and adequate housing units. The public system of health services was established to promote general public health and well-being, to provide health care for the very poor and to decrease the likelihood of an outbreak or epidemic. Though both the housing and health systems were designed to create necessary public goods, they were not designed to coordinate these goods.

the same individual's housing concerns are addressed by different sets of nonprofit and/or government organizations. This separation is closely related to the way the housing and health industries were designed and continue to operate in distinct markets. While the private sector has developed a number of models that combine both health and housing services, the public sector has continued to separate the two.

As a result of this separation, there are very few programs that address both the health and housing needs of an older adult, making it difficult for seniors to remain in their communities as they age. Communities are unnecessarily limited to this pair of undesirable options primarily because healthcare has not been coordinated with "housecare" in such a way as to holistically support the senior population.

Existing Long Term Care Network

Because of the relationship between health and housing needs, Aging in Place strategies must work to integrate these two distinct service sectors. Understanding the way long-term care and supportive services are delivered is an important first step in the planning and implementation of Aging in Place strategies.

Medicaid

Medicaid continues to be one of the largest sources of funding for the long-term care of older adults. As a result, it is very important that local communities understand the nuances of the Medicaid program as they develop Aging in Place strategies. Medicaid eligibility requirements in the state of Georgia can greatly impact what types of health services are available and to whom services can be delivered. The state also defines and regulates the different types of supportive housing facilities available in Georgia and determines who qualifies for various Medicaid waivers.

Medicaid Waiver Programs in Georgia

A community should consider both the limitations and opportunities provided by the Medicaid waiver program. The waiver program may offer the flexibility a community

Medicaid Eligibility

SSI RECIPIENTS

Aged, blind or disabled individuals who receive Supplemental Security Income (SSI).

COMMUNITY CARE

Aged, blind or disabled individuals who need regular nursing care and personal services but can stay at home with special community care services.

QUALIFIED MEDICARE BENEFICIARIES (QMB)

Aged, blind or disabled individuals who have Medicare Part A (hospital) insurance and have income less than 100 percent of the federal poverty level and limited resources.

HOSPICE

Terminally ill individuals who are not expected to live more than six months may be eligible for coverage.

MEDICALLY NEEDY

Pregnant women, children, aged, blind, and disabled individuals who have family incomes that exceed the established income limit may be eligible under the Medically Needy program. The Medically Needy program allows individuals to use incurred or unpaid medical bills to "spend down" the difference between their income and the income limit to become eligible. Aged, Blind and Disabled individuals and couples are required to meet income criteria.

NURSING HOME

Aged, blind or disabled individuals who live in nursing homes and have low-incomes and limited assets.

seeks in developing a cost-effective Aging in Place strategy. Georgia has five home and community-based waivers and two demonstration projects approved by the Centers for Medicare and Medicaid (CMS). Of these programs, only the Community Care Services Program and SOURCE are generally available to older adults.

industry, is not currently a term or facility legally recognized by the State of Georgia.³

The following definitions are used to describe facilities in Georgia:

INTERMEDIATE CARE (NURSING) HOME

A facility that admits residents on medical referral and maintains services and facilities for institutional and intermediate care. Intermediate care is defined by the provision of food, shelter, laundry and personal care services.

SKILLED NURSING HOME

Any facility that admits patients on medical referral only, for continuous medical supervision and for skilled nursing and rehabilitative care.

PERSONAL CARE HOME

Any dwelling that provides or arranges for the provision of housing, food service and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage.

Aging Services Network

Area Agencies on Aging (AAA) were established under the Older Americans Act (OAA) in 1963 to respond to the needs of Americans aged 60 and over in every local community. The fundamental mission of the AAAs is to provide services that make it possible for older individuals to remain in their home, thereby preserving their independence and dignity. These agencies coordinate and support a wide range of home and community-based services including information and referral, home-delivered and congregate meals, transportation, employment services, senior centers, adult day care and a long-term care ombudsman program.

The Atlanta Regional Commission is the AAA for the 10 county Atlanta region. As the AAA, ARC supports the development of a comprehensive service delivery system for older adults. ARC has contractual relationships with local governments and community agencies that implement a coordinated aging program in each of the region's 10 counties. These agencies, referred to as county based aging programs, serve as focal points in the delivery of services to older adults in their respective counties. For a listing of these agencies, please see Appendix D.

Services delivered through the Aging Services Network are available to any adult over the age of 60, regardless of income. For more information about the Aging Services Network or the type of services available through the network, please see www.agewiseconnection.com

Recommendations

To solve the healthcare equation and create integrated health and housing services that support older adults aging in place, three major program and policy changes are suggested:



COMMUNITY CARE SERVICES PROGRAM (CCSP)

Georgia's CCSP is a Medicaid waiver program developed to provide home and community-based services to people who are functionally impaired or disabled. The program helps eligible recipients age in place in their own homes, the homes of caregivers or in other community settings as long as possible. The average length of participation in the CCSP program is 37 months. The Atlanta Regional Commission coordinates intake for the CCSP program.

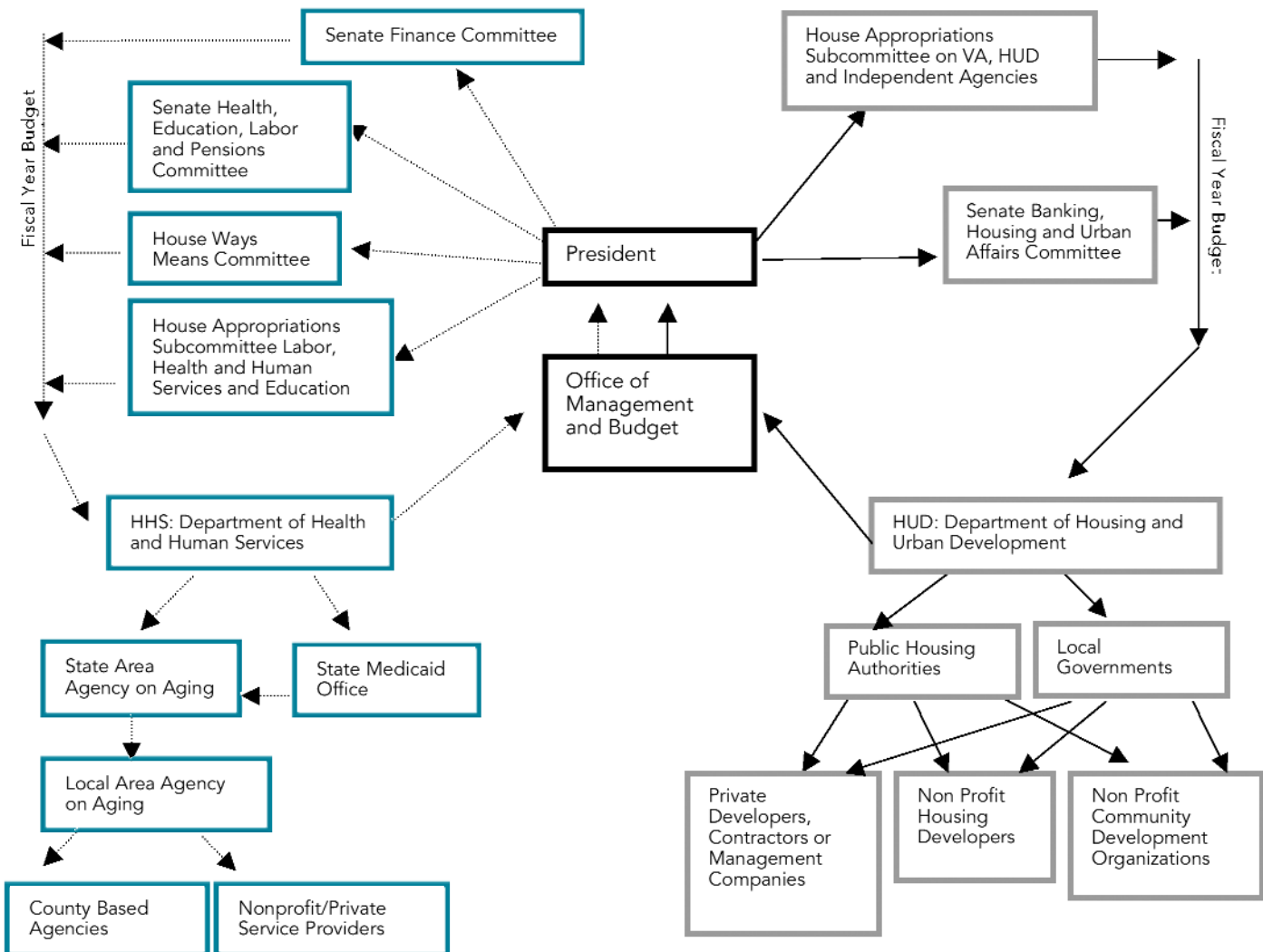
SOURCE Demonstration Project — SOURCE (Service Options Using Resources in a Community Environment) provides an array of long-term health services in a person's home or community to lessen the need for or eliminate preventable hospital and nursing home care. Frail elderly and disabled Georgians who are eligible for Medicaid or SSI disability coverage can receive SOURCE services. The Atlanta Regional Commission coordinate intake for the SOURCE program.

Long Term Care Facilities in the State of Georgia

In the Georgia the state regulates three types of facilities. These facilities are eligible for state funding. It is important to note that assisted living, though a term widely used in the

³ The 2004 Georgia Legislature will review legislation to create to additional categories, Assisted Living Level I and Assisted Living Level II. These categories will replace Personal Care Homes and add a fourth category to distinguish between those needing moderate to more intensive care.

FEDERAL BUDGETING PROCESS: HEALTH AND HOUSING DOLLARS



R1 COORDINATE HEALTHCARE AND SUPPORTIVE SERVICES WITH HOUSING

The most successful aging in place strategies recognize the interrelationship between health and housing services and reflect this relationship in the design of their health and housing systems. Coordinating these systems is not easy because the funding streams for health programs and housing programs remain separate from the federal level to the local level. An illustration of the federal budgeting process above demonstrates these divergent funding channels.

The jurisdictions of housing and health providers rarely match up. Organizations attempting to coordinate health and housing services must apply to a number of state and local agencies. Each level of government with its own geographic boundaries also has a separate set of regulations and performance measurements. While the federal government has made a number of recent attempts to integrate funding, the greatest opportunity for integration is still at the local level, where local service providers and housing providers understand the needs of the community. Local governments can play a pivotal role, pooling resources to facilitate the coordination between health and hous-

ing services. Leadership at the city or county level can overcome some of the jurisdictional differences to combine funding sources into a unified stream. Bringing these two funding streams closer together by loosening or synchronizing regulations could make possible and affordable a new genre of supportive housing programs. Nonprofit providers can then develop programs with a comprehensive approach to health and housing applying to one rather than six or seven funding sources.

To be effective, integration cannot occur only at the funding level. It must occur at the programmatic and planning levels as well.

Programmatically, there are many different ways to integrate housing and healthcare services. For example, home repair and modification can be evaluated and completed in coordination with case management. Hospital discharge plans can address the living environment to which an individual is returning. Senior apartment or condominium buildings can hire part-time service coordinators to help individuals connect with existing services. Programs must be both physically accessible and financially affordable to older adults.

When thinking about services for older adults, it is impor-

of the rapidly growing older adult population. As an example, new senior centers should be sited close to high concentrations of older adults or future older adults. But centers should be designed to be flexible. Should the community's population change 20 or 30 years in the future, a flexible center can be modified and transformed into a youth or community center.

R2 EXPAND LOCAL AGING NETWORKS

The current aging network provides a range of traditional services designed to support older adults in the community including home delivered meals, personal care services, house-keeping, information and referral, transportation and senior centers. These services while enormously valuable to older adults are not by themselves adequate to support an individual aging in place. An older adult or older couple living in the community may also need assistance with lawn maintenance, grocery shopping, small chores around the house (everything from replacing light bulbs to moving heavy boxes), banking and financial management. To meet the changing needs of older adults and to expand the traditional aging network, communities across the country have been experimenting with the NORC model (Naturally Occurring Retirement Community). A NORC is defined as a community with a high concentration of older adults. Because these older adults have aged in place, the community that was not specifically designated as a retirement community now has a density of older adults high enough to achieve the economies of scale found in retirement communities. The NORC model recognizes where these densities occur and then marshals the buying power of a concentration of older adults to create services that were otherwise unaffordable or unavailable. For more information, see Five Examples of Successful Aging in Place.

While the traditional aging network and the services offered through the network are critical to supporting older adults in the community, as older adults live longer and healthier lives, it is important that the network change and expand to meet a broader range of needs.

R3 INCREASE MEDICAID FUNDING FOR COMMUNITY-BASED CARE OPTIONS

Medicaid is one of the largest single sources of long-term care funding in both the state and the Atlanta region. The majority of Medicaid funding however, is dedicated to nursing facilities rather than community-based care. More than 70 percent of all Medicaid dollars spent on the care of older adults living in the Atlanta Region fund long term care facilities. To promote aging in place options that are not only more desirable but can also be more cost effective, we have to reverse the institutional bias of the largest financing source of long-term care. We must increase the amount of Medicaid dollars dedicated to community based options. Right now, the Medicaid waivers funding community based care are extremely limited. Individuals have to be very poor and very sick in order to receive services. By increasing the funding for non-institutional care, a greater number of older adults will have access to care in the community, supporting those older adults trying to age in place.



tant to realize that seniors are a heterogeneous group. They vary greatly in terms of physical condition, activity levels and degree of independence, as well as in terms of their socioeconomic, ethnic and cultural characteristics. Comprehensive Aging in Place strategies should include the following range of services:

Wellness Programs encompass a broad array of services to help citizens maintain healthy and independent lifestyles. They include health education programs, exercise and fitness classes, recreational activities, spiritual and cultural awareness activities, life-long learning and opportunities for meaningful participation in civic life.

Prevention oriented programs are health programs designed to prevent injury and disease to insure a high quality of life and minimize the costs associated with medical care.

Recreational, educational, and social services play an important role supporting the mental well being of an older adult, insuring that they are actively engaged in the life of the community and not suffering from loneliness or isolation.

A continuum of affordable care includes those services that allow older adults to stay in their homes. Communities should continue to fund and expand meal programs, transportation services and referral services for healthcare and other services. Communities should also assess whether the following services are adequate:

Mobile Care Clinics — primary care clinics staffed by physicians, physician assistants, nurse practitioners, interns, and volunteers that move from site to site.

Residential facilities — housing that utilizes new technologies for increasing the independence of older residents.

Geriatric medical facilities – clinics and practices which specialize in treatment of disease and injury among seniors.

Integration at the planning level simply requires departments to work together. Those who organize and implement city and county senior programs should coordinate these programs and initiatives with the city's or county's planning department. The local planning department should work with the local senior program to better understand the planning implications

Solving the Environmental Equation



Housing Affordability and Suitability

The ability of individuals to remain in their home or neighborhood as they age is dependent on both their personal environment and the external environment that surrounds them. The homeowner may have a house that adapts easily to any disability age may bring. With no access to public transportation, however, a loss of driving privileges would mark the end of independence. If the wheel chair dependent resident lives in an apartment located close to shopping and services but does not have the resources to adapt the unit to special needs, the ideal location does little good.

An aging in place plan of action requires coordination between the private sector and public and nonprofit agencies. From the two simple scenarios above we can extract a few of the salient issues that must be addressed in the home, the neighborhood and the destinations beyond to solve the environmental equation.

Addressing the Affordability Variables

After personal safety, affordability is the single most difficult housing issue for many older adults. Retired older adults living on fixed incomes often struggle to pay rising rents and property taxes, particularly in Atlanta's gentrifying communities. The following programs and policies have been instituted in communities around the country to try to maintain the affordability of an older adult's home. The majority of the changes described below require changes to the tax code or tax payment system. Additional measures include protection against fraud and predatory lending practices which increasingly threaten the homes of older adults in the Atlanta region.

Tax Code

Counties may legislate their own property taxes, giving them jurisdiction over county property tax exemptions and property assessments. Providing senior homestead exemptions and limiting the rate at which property assessments can increase are popular and effective legal channels through

which the affordability of senior housing can be maintained.

Counties can add additional property tax exemptions to state exemptions to better preserve the affordability of senior housing. The state property tax exemptions provide an important backdrop to any county or municipal plans for additional property tax exemptions.

Lastly, many states and municipalities have instituted tax exemptions, caps, or deferment options to protect older homeowners.

Recommendations

R4 TAX DEFERRALS

Property tax deferrals allow certain homeowners to opt to pay all of their accumulated property taxes in one lump sum, usually at the time of resale of their property.

The state of Georgia has in place a property tax deferral that allows homeowners over the age of 62 to defer a portion of their county and state property taxes. This has not proven a popular program, and to date very few Georgians have exercised the option to defer their property taxes.

R5 TAX POSTPONEMENT

Property tax postponements allow the state to pay all or part of the annual property tax bill. This deferred payment is a lien on the property and becomes due upon sale, change of residence or death. A lien secures the right to take and hold or sell the property of a debtor as security or payment for a debt or duty.

R6 PROPERTY TAX ASSISTANCE

Rather than change the tax code itself, some localities have simply developed tax assistance programs to provide grants to assist low-income households who can not pay property taxes. In a property tax assistance program, the state provides cash reimbursement to pay the property taxes for an individual whose annual income falls below a set limit. Filing for the program does not reduce the amount of taxes owed, nor does it place a lien on a homeowner's property.

**R7 PROPERTY TAX CAPS**

Property tax caps limit or freeze the growth of the assessed value of a person's property, thus preventing increases in the amount he or she will have to pay in the future. They also protect homeowners from escalating taxes due to circumstances like gentrification when increases in the value of a

Recently the State of Georgia enacted a statewide senior homestead exemption and school tax exemption.

HOMESTEAD EXEMPTION

Older adults must be age 62 on or before January 1 and a resident occupying their home on or before January 1. Their federal adjusted income can not exceed \$30,000 for the preceding taxable year. The exemption only applies to the first five acres of land and replaces all other state and local exemptions. It does not apply to city, school or bond levies.

SCHOOL TAX EXEMPTION

To be eligible, an older adult must be age 62 on or before January 1 and have a net income not exceeding \$10,000.

to standard Homestead Exemptions, creating further aid low-income senior homeowners. A locality has the option to exempt all or part of the assessed value of a senior homeowner's property from school taxes and or exempt all or part of the assessed value of a senior homeowner's property from state and county taxes.

R9 LIMITING ASSESSED VALUES

Local governments can also adopt limitations on growth in assessed value but those limitations apply only to local taxes. There are limitations in New York City and in Nassau County, New York. In Georgia there are freezes on assess-

ment from the property's location and not improvements in its condition. Seven states have adopted property tax caps that may offer model legislation: Maryland, California, Iowa, Arizona, Florida, Washington, and Texas (please see Appendix E for details).

R8 HOMESTEAD EXEMPTIONS

Property tax exemptions free homeowners who fit certain criteria from having to pay some or all of their property taxes. Elderly Homestead Exemptions may be added

R10 PROPERTY TAX CREDITS

Property tax credits reduce an individual's property tax liability dollar-for-dollar. Additional tax credits to senior homeowners may be added to standard Homeowner's Tax Relief Credits. It is important to insure that procedures for obtaining tax credits are easy for builders and homeowners to navigate and that tax credits are granted quickly and efficiently.

Protecting Affordability – Beyond the Tax Code

R11 DEFERRED PAYMENT LOAN PROGRAMS Deferred Payment Loans (DPL) can be a valuable resource to seniors who lack resources to pay for home modifications or maintenance. Instead of regular monthly payments, DPL programs require lump-sum repayment at a set interest rate at the end of the loan's term.

- A state can provide funds to create public DPL programs at the state level as well as the municipal level.
- Public education is essential to inform citizens about DPLs and distinguish them from predatory lending scams.
- Several states and localities provide examples of successful Deferred Payment Loan programs, including Minnesota and Pennsylvania, Marinette, WI, and Norman, OK.

R12 PREDATORY LENDING PROTECTIONS Predatory lenders offer clients sub-prime mortgages

or loans packed with abusive terms and hidden fees. Often these lenders prey on elderly homeowners who have a considerable amount of equity in their house. The recent legislation that made predatory lending illegal in the State of Georgia was repealed in the 2003 legislative session. Because the repeal eliminated legal protections against predatory lenders, it is now extremely important that local governments educate citizens and provide access to financial counseling so older adults are better prepared to recognize and resist the solicitations of predatory lenders.

To regulate predatory lending, state legislation must ban: deceptive marketing, lending without regard to a borrower's ability to repay the loan, incomplete loan disclosure, outright fraud, excessive fees, expensive insurance, yield-spread premiums, high interest rates, balloon payments (large balances due after years of payments), loan 'flipping' (frequent refinancing) and prepayment penalties.

Although the Georgia legislation was overturned in 2003, the state still has the jurisdiction to enact legislation to protect homeowners' equity in sub-prime mortgage transactions.

R13 REVERSE MORTGAGES In a reverse mortgage transaction, an individual over the age of 62 receives funds as a line of credit, from a lender in a lump sum paid at closing, as a line of credit, in monthly payments or as a combination of any of the three. The client must repay the loan at a set interest rate in one lump sum at the sale of the property in question. Local communities can:

- Educate citizens about reverse mortgage programs and distinguish them from predatory lending scams.
- Change intangible taxes to exclude reverse mortgages.
- Exempt proceeds from reverse mortgages from a homeowners' eligibility for state means-tested programs and from annual income taxes.

Modifications and Maintenance to Create a Suitable Home Environment

The quality of a community's housing stock must be renewed periodically through maintenance, modification and/or reconstruction. Many homes require remodeling or retrofitting to accommodate changes in an occupant's mobility. Programs should be available to provide service assistance and/or grants to maintain or modify homes to meet needs of senior occupants.

Older adults may have difficulty paying for and accessing maintenance services. Very poor owners and renters, particularly those living alone, are even more likely to occupy deteriorating dwellings. Problems can include faulty electricity, plumbing and kitchen inadequacies, roof leaks, heating and cooling deficiencies and various upkeep concerns.

Recommendations

R14 HOME MAINTENANCE CONTRACTS Develop minor maintenance contracts for homes, much like property management contracts used for beach homes and other rental property.

R15 INDEPENDENT ADVISORY SERVICES Create/encourage an independent advisory service to help homeowners select remodelers, draw up contracts and check quality of work before making payments.

R16 REDUCED UTILITY PAYMENTS Require or encourage public utility companies to dedicate a portion of their earnings to a weatherization fund that would offer grants and DPLs to elderly low- and moderate-income homeowners. Georgia Power currently funds the Atlanta-based Resource Service Ministries (RSM) to perform weatherization services to older clients free of charge.

R17 CODE ENFORCEMENT Allow code variances for restoration to previous code levels rather than requiring full compliance with contemporary code. Strict contemporary code enforcement can preclude repair options for low-income seniors who cannot afford to bring their entire homes up to code.

R18 STATE TAX CREDITS Create tax credits for accessibility standards modeled on tax credits for historic preservation. A homeowner can receive a historic tax credit if he or she agrees to put a covenant on his home stating that it will be restored to

INDEPENDENT ADVISORY SERVICE:

- Can be a public entity, or a private nonprofit.
- Contractors are screened and rated according to customer feedback.
- Contractors are charged a small fee each time they are recommended to a client by the advisory board.
- Contractors can be public, private or nonprofit.
- Customers are given multiple contractors to compare and from which to choose.
- Eligibility is not dependent on income or age.
- Provides information and access to building and home maintenance resources.
- Provides a range of funding: grants, no-interest loans, and low-interest loans.

historic neighborhood character for perpetuity. The homeowner is then given a tax credit usually a certain percentage of the cost of rehabilitation. Modeling a credit for accessibility on the historic tax credit would grant a homeowner a tax credit if he or she agrees to put a covenant on his home stating that it will remain accessible (according to set standards) for perpetuity.

Creating and Sustaining Suitable Housing Stock

While the majority of older adults are living now where they will live as they age, new construction is an important part of aging in place as we look to the future. Communities can implement changes now to insure that they have a housing stock to meet the needs of the rapidly growing older adult population.

Recommendations

R19 CREATE A VARIETY OF HOUSING TYPES Allow the construction of a variety of housing types to fit the needs and desires of the full spectrum of citizens: single-family detached homes, row houses, walk-up apartments, apartments above retail, granny flats above garages. All types of housing should be integrated into the community to preclude the de facto segregation that characterizes most cities today. Successful, vibrant, social communities weave every type of housing into their



(i.e., kitchen, bath, fireplace, laundry, etc.) on one level OR insure that the lower floor of home could be adapted for one level living (converting a dining room to a bedroom or converting a closet to a main floor laundry room). At least one entrance must be accessible without stairs.

BATHROOMS: Require blocking in bathroom walls for future safety retrofits (i.e. grab bars). Require five-foot turning diameters in bathroom, kitchen and closet layouts to allow future modifications for wheelchairs. Install higher bathroom counters, lever faucets and faucet mixers with anti-scald valves, temperature-controlled shower and tub fixtures, stall shower with a low threshold and shower seat and non-slip bathroom tiles.

KITCHENS: Encourage the use of kitchen cabinets with pullout shelves and lazy susans. Lower cabinets should have large drawers instead of fixed shelving, easy to grasp cabinet hardware (C-pulls instead of knobs), task lighting under counters, cooktop with front controls, side by side refrigerator or freezer on the bottom, adjustable upper and pull-out lower shelves (fixed shelving cannot adapt to changing needs) and color or pattern borders at counter edges to indicate boundaries.

SAFETY FEATURES: Encourage small safety features in homes: handrails on both sides of stairs, peep hole at a low height, gas sensor by gas oven/stove, water heater and gas furnace to detect leaks, strobe light or vibrator-assisted smoke and burglar alarms for the hearing impaired, lower windowsills, especially for streetside windows, for use as an emergency exit.

DOORS: Doorways 36" wide with offset hinges on doors, levered door handles instead of knobs, easy to open or lock patio doors and screens.

LIGHTING: Increased incandescent general and specific task lighting, light switches at 42 inches instead of 48, luminous switches in bedrooms, baths and hallways.

R21 INCORPORATE EASY LIVING STANDARDS IN NEW CONSTRUCTION

Encourage homebuilders and contractors to construct new homes according to EasyLiving standards. The Easy Living Program is a new voluntary program in the state of Georgia. It offers homebuilders a set of guidelines and a certification. For more information on the Easy Living Program:

http://www.concretechange.org/ga_easy_living.htm

EASY ENTRANCE: *A zero step entrance makes it easy and safe to bring in a baby carriage, move heavy items or carry in packages.*
EASY PASSAGE: *The ample width of main floor doorways makes it easy to get around and convenient to move furniture.*
EASY USE: *At least one bedroom and full bathroom on the main floor to ensure convenience and add potential resale value*

An Elder Friendly Public Environment

The public environment is everything we encounter beyond our own property line. It begins at the sidewalk and includes any



urban fabrics integrating a variety of housing types that allow residents to live in facilities that are appropriate to their abilities while never having to move out of town or even out of the neighborhood. The Atlanta City Council's Gentrification Task Force is exploring two ways of maintaining and increasing the supply of affordable housing: a fair share housing plan, and an inclusionary zoning plan.

Fair Share Housing is a citywide or regional approach to the provision of affordable or housing that achieves some other social purpose. The rationale behind a fair share housing plan is that all areas within a city, county or region should offer a proportionate amount of affordable housing. Because gentrification reduces the amount of affordable housing, localities need specific strategies to provide adequate housing for all residents – particularly the elderly.

Inclusionary Zoning can be a mandatory requirement or a voluntary goal to reserve a specific percentage of housing units for low and moderate income households in new residential developments. Usually jurisdictions offer a density bonus, tax relief or other benefits as an incentive for participation in the program. Inclusionary zoning creates communities with a richer mix of housing sizes and prices.

R20 INCORPORATE ACCESSIBILITY STANDARDS IN NEW CONSTRUCTION

Encourage homebuilders and contractors to construct new homes according to accessibility standards and avoid the construction of "Peter Pan Housing"-- housing for those who never grow old.

ONE LEVEL LIVING: Locate all necessary living features



A curb cut located outside Atlanta's City Hall. The location of the sewer grate makes it almost impossible for a mobility impaired individual to cross the street.

place to which one travels for recreation, social contact, work, shopping or to obtain goods and services. Most of the elements that constitute a good public environment for older adults constitute a good public environment for everyone.

Walkability and access to transportation are important to young and old alike. For the aging person the safety and convenience of these services, or the lack of them, makes the difference between aging gracefully and depending on others for daily needs.

Recommendations

R22 WALKABILITY

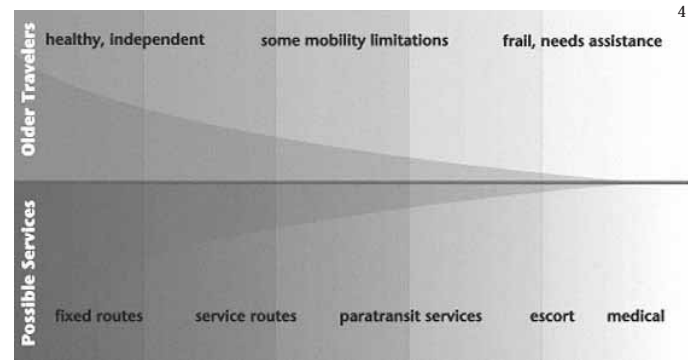
In a healthy, socially vibrant community, residents must be able to walk. As people age, they may lose the ability to drive safely long before they lose the ability to walk. Walking is the favored mode transportation for seniors who are either uncomfortable driving or unable to do so. Walking helps maintain health and important social interactions. Providing safe sidewalks and dependable public transit for older adults can reduce the overall cost of personal services.

Guidelines for a Good Walking Environment

Provide infrastructure to allow community residents to walk to needed services

- Services and resources must be located near housing, either within a five-minute walk from residential neighborhoods, or within a five-minute walk from public transportation.
- Discourage auto-dependency of neighborhoods; encourage pedestrian friendly design:
 - Construct wide sidewalks on both sides of all streets, with buffers between sidewalks and curbs cuts.
 - Create in-street bicycle lanes to separate bike traffic from pedestrians.
 - Plant grassy, tree-planted medians in multi-lane streets to create midway stopping points.
 - Construct narrower neighborhood streets to dissuade speeding and reduce crossing time.
 - Plant trees along the roadside to both provide shade and slow traffic.
- Allow on-street parking
- Construct safer street crossings:
 - Ensure curb cuts are manageable at cross walks.
 - Provide clear signage at crosswalks for both pedestrians and motorists.

- Extend times of crossing signals to insure adequate time for elderly, disabled and slow pedestrians.
- Locate crosswalks at all intersections and crossing-lights at all intersections with traffic lights.
- Stop signs make intersections easy to cross; traffic lights make them more difficult to cross.
- Sharp corners at intersections slow traffic and allow pedestrians to cross more easily and safely.



Exploring Public Transportation Issues

A community's transportation network must provide access for all persons easily, safely and efficiently. Although public transportation is readily available in some areas, many older adults have difficulty accessing public transportation. In some neighborhoods, seniors may have difficulty walking to bus stops and waiting for the bus to arrive. As reported in the 1996 AARP senior housing study, 20 percent of older adults avoid using public transportation because of the threat of crime. An older adult may have difficulty accessing public transportation and conducting errands unassisted, particularly when carrying grocery bags or other items. A study conducted in Houston, Texas reported that almost 50 percent of elderly and disabled residents live within two blocks of a bus stop but at the same time, the use of public transportation was nearly impossible due to lack of sidewalks, curb cuts and bus shelters.⁵

A large increase in the number of older drivers will require changes in road and parking standards. Localities will need to provide more accessible parking and wider roads. Diminished vision will require better signage: bigger, larger letters, more contrast and improved reflectivity for nighttime visibility. Many studies suggest that speed limits might have to be reduced for seniors to feel safe as either drivers or pedestrians. In highway design, additional lanes are not always an improvement -- fewer, wider lanes allow traffic to flow more quickly and drivers to feel safer.

One of the challenges to the public transit systems available in most areas is limited access for those who require the use of assistive devices. Some demand-responsive transportation is available for people in need of affordable transportation. These programs take older passengers from their homes to

⁴ Graph depicting older adults' transportation needs: Burkhart, John Presentation to Atlanta Regional Commission March 2003.

⁵ Brookings Institute (unpublished article), Innovations In Aging-Sensitive Community Planning and Land Use Regulation.



specific locations on request. Known variously as para-transit, shared-ride or dial-a-ride, these special transportation services are usually operated by public transit authorities, social service departments of municipal governments, nonprofit organizations and private social service organizations. Using smaller vans or minibuses, most operate weekdays during normal business hours and require riders to make reservations at least 24 hours in advance. More than 100 federal programs fund transportation services. The Department of Transportation, specifically the Urban Mass Transportation Administration, provides the majority of support, augmented by funds from the Department

of Health and Human Services. In 1991, the Intermodal Surface Transportation Efficiency Act made it easier for nonprofit organizations to use federal transportation funds to operate their specialized transportation vehicles.⁶

Recommendations

R23 STRATEGIES FOR IMPROVING TRANSPORTATION SERVICES

Focus on User Preferences	→	reliability, affordability
Address User Problems	→	physical limitations
Address System Problems	→	lack of innovation
Focus on Community Problems	→	political will; funding

A comprehensive, consumer-friendly transportation program addresses: driver safety efforts, improved public transit services, integrated taxi / paratransit services, enhanced pedestrian facilities, volunteer services, escort (“hand-to-hand”) services and emergency transportation services.

Short Term Transportation Improvements:

- Improve schedule reliability.
- Give Advance notification of vehicle arrival.
- Provide “guaranteed ride home” services.
- Implement “welcoming techniques” for new riders.
- Provide boarding assistance as needed.
- Improve information services.
- Move to at-grade vehicle boarding.
- Emphasize driver courtesy and assistance.
- Provide clear signage at crosswalks for both pedestrians and motorists.
- Construct pedestrian islands in the medians of multi-lane streets.
- Extend length of crossing signals to ensure adequate time for elderly, disabled and slow pedestrians to cross streets safely.

Long Term Transportation Improvements:

- Provide multiple types of services at various prices.
- Tailor trip characteristics to specific trip needs.
- Focus on smart technologies to enhance service and cost-effectiveness available for demand-responsive services.
- Provide multiple payment options.
- Increase service frequency, comfort and reliability.
- Increase service hours and range of destinations served.

⁶ Brookings Institute (unpublished article), Innovations In Aging-Sensitive Community Planning and Land Use Regulation.

Solving the Planning and Zoning Equation



ZONING ORDINANCES are often responsible for enabling or preventing the development of “lifecyle communities.” Lifecyle communities are communities that are sufficiently flexible in physical infrastructure and service and social resources to accommodate the changing needs of all residents as they age.⁷ As America’s population ages over the next few decades, communities will need to consider how guidelines in the Americans with Disabilities Act (ADA) may be applicable to the planning of entire towns.

Due to the tradition of strict separation of uses in zoning ordinances, it is often very difficult for senior housing types including assisted living and congregate housing to gain zoning approval. Typically senior housing developments need to mix service uses with residential uses to meet the needs of their residents. Many zoning ordinances seek to prevent such mixing based on outdated beliefs about the undesirable health effects of mixing housing and commercial activities. Developers of senior housing frequently have to negotiate and appeal zoning regulations on building use classification, height and site coverage, as well as parking for staff, residents and visitors.

Recommendations

R24 DIVERSIFY THE HOUSING STOCK

A diverse housing stock is critical to maintaining lifecyle communities. For many older adults, the housing problem is not the need for on-site care, but rather, simply the need for a smaller, more easily maintained residence. Zoning ordinances need to be modified to increase the availability of single story townhouses, apartments and condos within single family zones. Limitations on the number of units in one building can be helpful in preserving appropriate residential scale. Corner lots are especially well suited to such uses. Growing communi-

ties should have a goal of mixing smaller and larger units in close proximity. Because municipal zoning ordinances have the power to prevent the construction of a diverse housing stock, communities should review any local zoning or ordinance. Rules that exclude housing options such as mother-in-law apartments, duplexes and triplexes or cluster housing need to be eliminated if the community is going to include housing types more suitable to seniors than standard single family homes. A healthy, vibrant community must integrate a wide variety of housing types, sizes, densities and costs.

Achieve Mixed Uses, Types, Densities, Costs

R25 CHANGE ZONING TO ENCOURAGE DIVERSE USES, DIVERSE HOUSING TYPES AND INCREASED DENSITIES

- Allow integration of commercial and residential properties in close proximity or on the same site.
- Allow integration of different densities and housing types within the same residential district.
- To reduce NIMBY sentiments, educate citizens about the advantages of legalizing accessory housing units and the documented increase in property value in neighborhoods with a mix of housing size and prices.
- Maintain the character of historic neighborhoods by permitting the conversion of single family homes in to two or three

“NIMBY” – NOT IN MY BACK YARD – *Community objections to senior housing development often range from concerns about lowering property values to the negative impact of increasing traffic. The reality is that a well-designed development that responds to the scale and character of the neighborhood has been shown to have no adverse impact on property values.*

Conversely, a protracted legal battle can deplete a developer’s resources and thus compromise the exterior and landscape design that could enhance value of the whole neighborhood. While the problem of community acceptance can arise in any location, the desire to avoid drawn-out, expensive siting conflicts leads many service providers to opt for less desirable locations where local residents are less likely to put up a fight.

⁷ Minnesota Department of Health and Human Services, Project 2030 Preparing for the Future: Minnesotans Identify Opportunities and Challenges for an Aging Society.

GEORGIA FAIR HOUSING LAW

Georgia's Fair Housing Law sets important parameters under which local housing policy, including zoning regulations and rulings, can be made. The Fair Housing Law has specific regulations relevant to seniors including a clause preventing exclusionary zoning and provisions that require landlords to make reasonable accommodations for disabled tenants and allow disabled tenants to modify their rental units at their own expense.

separate apartments or condos based on lot size and ability to park behind the building.

- Allow implementation of accessory housing.⁸
- Encourage homebuilders to construct housing that is easy to retrofit or convert to multi-tenant housing (i.e. duplexes, etc.), and change zoning to allow such conversion.
- Zone land for congregate living or create a system for expediting the group home permitting process. At a time when the construction of group homes, nursing homes, skilled nursing facilities and hospices has increased, the resistance to proposed projects in many communities has also grown. Care homes provide important services and benefits to the community as a whole. To improve neighborhood acceptance, the appearance is important. Development of one or two example homes by a reputable developer with experience responding to neighborhood input can help allay anxiety about group homes.
- Educate the public about the benefits of senior congregate living facilities.
- Evaluate zoning codes to allow the increased development of senior congregate housing. Given the widespread opposition to community based group homes and other congregate living facilities, county planning and zoning departments need to review ordinances and plans to insure a mix of age-appropriate housing.
- Good site planning plays a major role in minimizing potential conflict. Models of good practice in planning and siting group homes need to be identified and publicized among the developers and builders of group homes.

R26 MODIFY EXISTING STOCK TO FIT DIVERSE HOUSING NEEDS

- Allow certain types of multi-family residences, like shared housing, on single-family lots.
- Allow single family homeowners to sublet parts of their residence to provide additional income streams, security and companionship and prevent overhousing.
- Treat “families of choice” as traditional families in single family housing designations. Families of choice are groups of individuals who are not biologically related but live together and share a kitchen.
- Encourage shared housing:
 - Legalize free-market shared housing options (renting out extra bedrooms, etc.)

- Allow agency-assisted shared housing (allow nonprofits, churches, schools, etc. to play “matchmaker” between two potential roommates).
- Establish special code definitions to differentiate shared housing from “rooming houses” or “boarding houses” to avoid the misperception that shared housing is “transient housing.”

R27 CREATE A POLITICAL CONSTITUENCY.

Zoning changes do not simply happen in windowless rooms — they are often very public processes involving neighborhood members and raising intense emotions and strong opinions. A critical component of any strategy to solve the planning and zoning equation and promote aging in place is an **effective political constituency that will support change.**

Aging is a universal experience. As a result, issues affecting seniors are ripe for coalition building. While effective and mutually beneficial alliances between smart growth advocates and senior citizen advocates have not yet emerged around issues of community planning, their overlapping objectives and shared interests are clear. Senior citizens' coalitions have enormous political clout and an extensive track record of effective mobilization. With a little outreach from smart growth advocates, senior coalitions could help galvanize political will around efforts to create more livable communities. Older adult coalitions have many incentives to reach out to smart growth advocates. As seniors age and become frailer, the effects of sprawl and poorly planned communities take an increasing toll on both the quality and duration of their lives. While “community livability” may determine the quality of life for all citizens in an area, for senior citizens, it may determine the very possibility of maintaining a life there.

Currently when communities are faced with senior issues, the young and old do not form alliances to address their community's livability. Younger residents often react with a “NIMBY” sentiment when the prospect of a senior facility is proposed for their neighborhood, fearing that the facility will negatively impact their property values and/or create increased traffic burdens on their streets. Older residents often vote against school improvement referendums fearing property tax increases, making life more difficult on families with school aged children. The failure to form “livability” alliances in both cases damages a community's quality of life, segregates communities by age and prevents many of the beneficial returns inherent to mixed-generation community life.

⁸ For a discussion on accessory apartments, please see Appendix F Housing Definitions.

Using GIS

to Address the Challenge of Coordination

SUCCESSFUL AGING IN PLACE initiatives depend heavily on coordination. The federal government delivers housing and healthcare funds through disparate channels that have to be coordinated by communities to be effective. On one hand, the Department of Health and Human Services supplies funds for health service to states, while on the other, the Department of Housing and Urban Development supplies funds for housing services to localities. In addition to different federal funding sources and regulations, the responsibility for and jurisdiction over planning and community development efforts lie with local governments. Yet all these parts have to work together to make aging in place successful.

The first step in simplifying the administrative complexity inherent to coordination is to track the data associated with the two programs in a coordinated manner and to quite simply **put the information on the same page**. Geographic Information System (GIS) technology provides a valuable tool for local governments. By mapping where seniors live and where the current health and housing facilities are located, it is easier to identify potential overlaps between health and housing



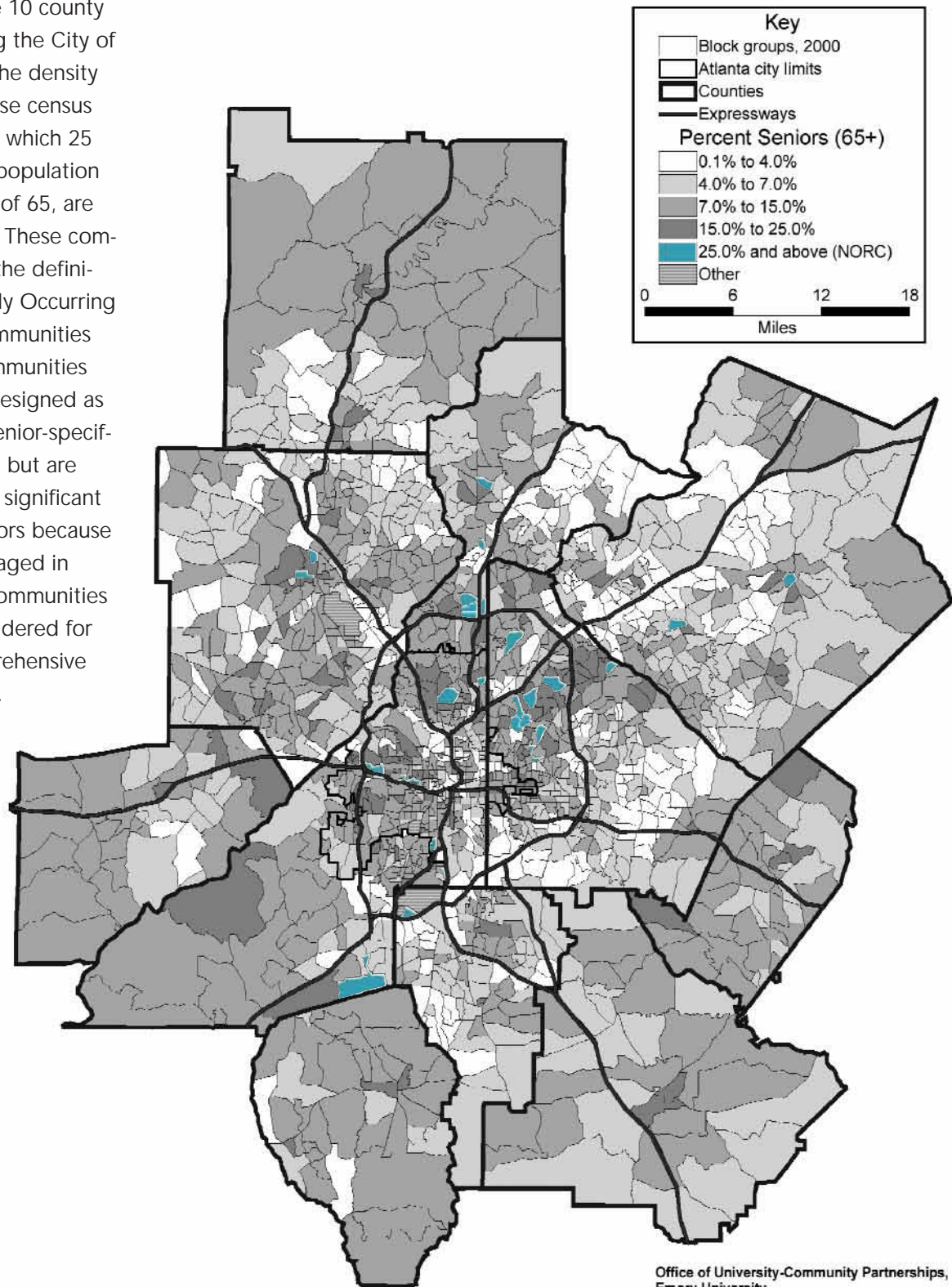
and compare these systems to the ongoing comprehensive planning efforts.

GIS technology brings together different sets of information in a visual way that does not focus on regulations and limitations but the physical characteristics of the community. Mapping sets the stage for coordination.

The following maps were developed by Emory University's Office of Community Partnerships and the Community Housing Resource Center as a demonstration of the critical role the GIS technology can play in facilitating the collaborations necessary for successful local Aging in Place strategies. All maps include the 10 county region of Atlanta: Cherokee, Cobb, Clayton, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale counties. Local communities, when considering their own strategies, should examine where services are located in near by counties, what potential service overlaps may exist and what economies of scale can be achieved across county lines.

Identifying Naturally Occurring Retirement Communities

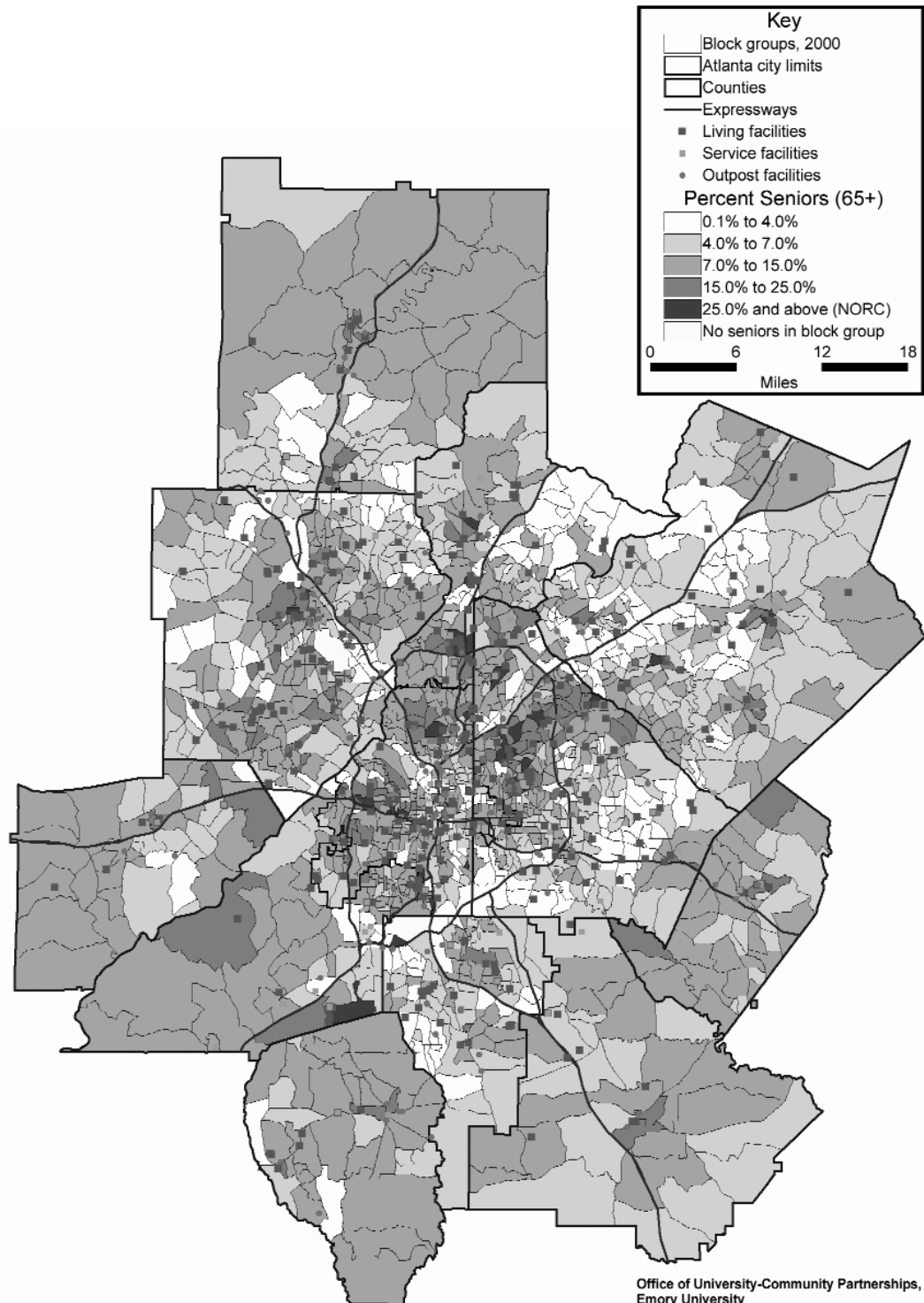
This map of the 10 county region including the City of Atlanta, maps the density of seniors. Those census block groups in which 25 percent of the population is over the age of 65, are marked in red. These communities meet the definition of Naturally Occurring Retirement Communities (NORCs) – communities that were not designed as retirement or senior-specific communities, but are populated by a significant number of seniors because residents have aged in place. These communities should be considered for targeted comprehensive service delivery.



Locating Health and Housing Providers

The location of service providers and major senior living facilities are mapped throughout the ten county region. Living facilities include nursing homes, continuing care retirement communities, assisted living facilities and HUD 202 buildings. Service facilities include senior centers and health clinics. Services which operate out of one location but serve a larger geographic area are indicated as outpost facilities. These include home health services, meals on wheels programs and personal care assistance.

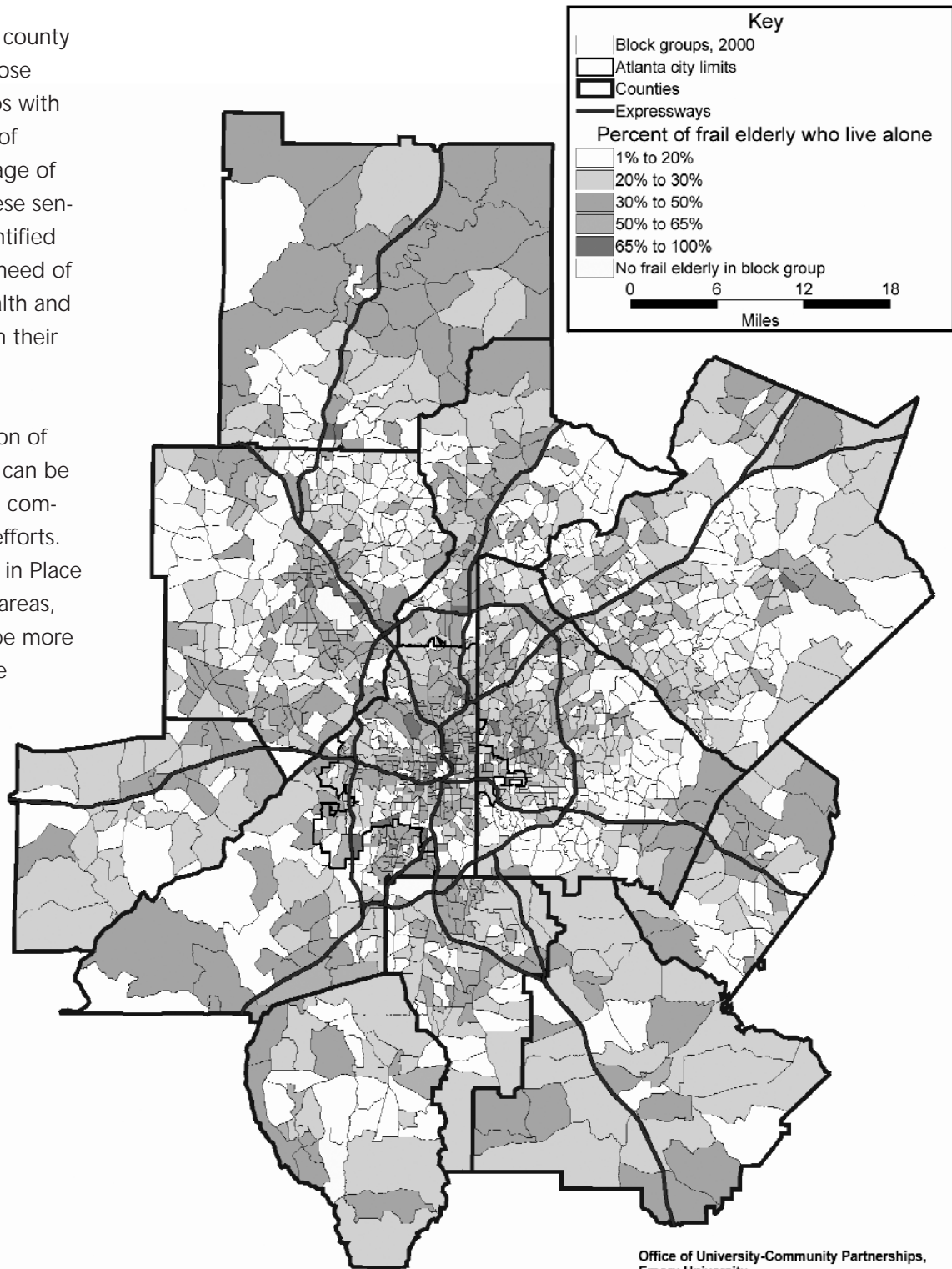
By mapping the location of these services, communities can identify possible overlaps and potential partnerships to provide more comprehensive local services.



Identifying High Risk Seniors

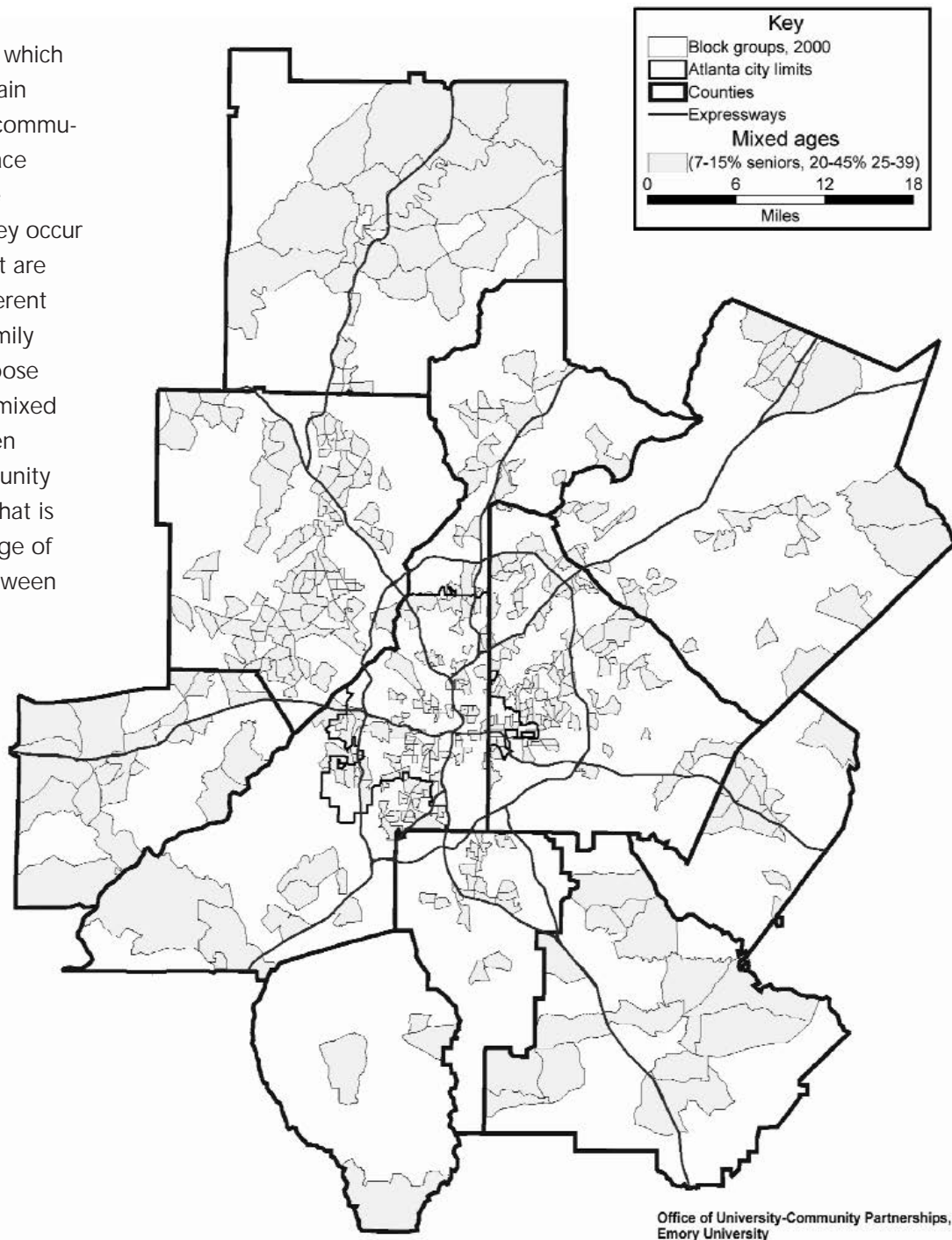
This map of the 10 county region identifies those census block groups with a high percentage of seniors above the age of 75 living alone. These seniors have been identified as high risk and in need of comprehensive health and housing to maintain their independence.

Knowing the location of these communities can be very important to a community's planning efforts. By targeting Aging in Place strategies in these areas, communities may be more likely to achieve the cost savings of prevention programs.



Locating Mixed Generation Communities

This map identifies which census blocks contain mixed generation communities. Aging in Place programs are more successful when they occur in communities that are home to many different age groups and family types. For the purpose of this illustration, mixed generation has been defined as a community with a population that is 7-15% above the age of 65 and 20-45% between the ages of 25-39.





Making the Case for Aging in Place

AGING IS THE UNIVERSAL experience that is universally different. It is happening to all of us, all of the time. But how it happens, when it happens and the lifestyle changes it requires are different for everyone. Comprehensive and cost effective policies to support the growing older adult population must reflect the heterogeneous nature of aging, providing a spectrum of health, housing and supportive services, flexible enough to meet the different needs of different individuals.

Aging in Place strategies allow individuals to customize their own housing and health care programs, by drawing primarily on friends, family, and neighbors, and then supplementing these community supports with more in depth public services only as needed. The result is a strategy that is both more tailored to the individual and more affordable to the government.

Two Expensive Options: Overcare and Undercare

No single package of services will fit all the needs of the growing older adult population. Surprisingly, when it comes to healthcare, housing and supportive services for older adults, customized care is more efficient than standardized, large-scale service delivery. While in most industries, large-scale production and delivery can improve quality and decrease cost, the heterogeneous nature of the aging experience makes large scale

delivery inappropriate. Care either falls short of a person's needs (undercare) or exceeds (overcare) the needs. Undercare occurs when an individual does not receive support services necessary to maintain adequate health and nutrition. Overcare most commonly occurs when individuals, at great expense to society, are pre-maturely institutionalized because needed services are not available in their community. While different levels of services are offered, care is not tailored to the need of the individual but instead responds to the median need of the majority. Resources are either wasted on those who do not need them or the health complications resulting from inadequate care increase costs over the long term.

Overcare

Overcare is the provision of inappropriate long-term care. This is most likely to occur when an individual is faced with too few options either because options are not available or they are unaffordable. When a change in health or mobility renders an older adult's current residence inadequate and alternative housing and supportive service options are not available in the community, the next and rather drastic step is a move into a longterm care facility. These facilities often provide care at distinct levels of service, inhibiting the possibility of individualized care.

The average cost of a nursing home in the state of Georgia is \$114 per day, \$41,610 per year.

Medicaid pays for the cost of care of 82% of all nursing home residents.

Consequences of Overcare

Production model of service delivery is inefficient. A production service model is most like an assembly line, supplying individuals with identical services as they move down a conveyor belt. While in many industries, this process achieves valuable economies of scale, in healthcare it is far more likely to result in too much care delivered to some and not enough care delivered to others. With a growing older adult population and increasing demands for services, communities can stretch limited dollars by creating custom care models and avoid giving excess care to those who do not need it.

who experience a fall are more likely to incur greater long-term health care costs and higher rates of morbidity.¹⁰



The Cost Effective Option: Aging in Place

Successful aging in place programs minimize the provision of inappropriate care by offering a range of flexible services and calibrating those services to fit the needs of each individual. Rather than a rigid service delivery system, aging in place strategies create both healthcare and housing options that provide support at the margin of need, as defined by an individual's personal desire and ability to live independently. Aging in place works best as part of a comprehensive and holistic approach to the support needs of an aging individual and an aging community as detailed throughout this toolkit.

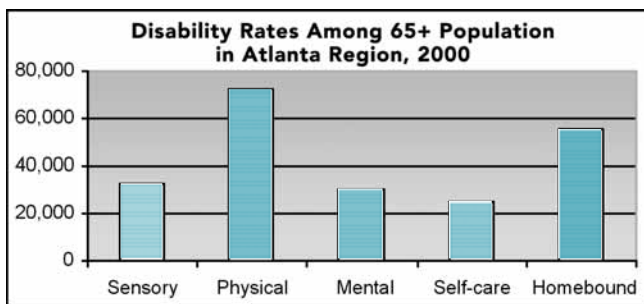
Consequences of Aging in Place

Maintaining social network decreases total cost of formal care. Aging in place promotes self-sufficiency, encourages cost-saving interdependence between friends, family members and neighbors in the community, offsets social isolation and does not involve costly professional support unless necessary. Rather than relocating an individual to a facility, aging in place preserves valuable social networks. In addition, the loss of friendships, familiar shopping and entertainment facilities and informal supports can result in a significant loss in the quality of life, personal control and dignity. Aging in place allows all of these powerful networks to remain intact, offering both quantitative and qualitative benefits. A recent study completed by Harvard University concluded that "compared with persons who had five or six social ties, those who had no social ties were at increased risk for incident cognitive decline after adjusting for a variety of socio-economic and physical factors."

Limiting relocations decreases the cost of total care. The very act of moving an individual can be expensive. Searching for the appropriate facility is time consuming and can often result in the expense of overcare. Any move can be traumatic but a move resulting in the loss of functional independence is particularly difficult to recover from and can result in confusion and diminished self-help capacity.

When individuals are allowed to age in their communities with their social support networks intact, costs are minimized and care is delivered in response to actual need, not rigid service delivery models. Communities save needed resources by reducing the amount of unnecessary services provided to individuals who could and would prefer to be more independent.¹¹

Loss of independence increases total cost of care. When individuals receive more care than necessary or restrictive service models limit their independence, they are more likely to live shorter, less productive lives of decreased quality. Often the loss of freedom and mobility can cause depression and confusion, accelerating the deterioration of an individual's health. Extensive "research in learned helplessness details the destructive effects the regimens of overcare can have on the human spirit, creating listlessness, depression and abandonment of efforts to exert control."⁹ As overall health decreases, the level of necessary service increases, making overcare a self-fulfilling prophecy.



Undercare

Undercare results from the inadequate provision of health or housing services. This is most likely to occur when an individual lives in substandard housing or is "over-housed" – living in a house that is too large or simply unmanageable. Undercare also occurs when limited mobility or the lack of accessible transportation prevents an individual from receiving the proper level of care to maintain good health and prevent illness or catastrophe. By neglecting either the health or home of an individual, undercare can incur unnecessary health and housing expenses.

Consequences of Undercare

Costs of poorly maintained housing stock. Many older adults struggle to care for a home that served them well while raising a family but has become too big and too expensive for one individual to maintain. Without assistance, the home can rapidly deteriorate and cause damage both to the individual's health and to the community at large. Maintaining a home is much cheaper than rehabilitating it after the home has suffered from a roof leak or plumbing problem.

Expense of catastrophic illness. As an individual ages, proper nutrition, regular health examinations and appropriate medication can provide a high quality of life with maximum freedom and dignity. When individuals do not receive the appropriate level of nutrition or healthcare they are more susceptible to catastrophic events: bone fractures, heart attacks, infection etc. Healthcare and rehabilitation services associated with such events are very expensive and in many cases preventable if the individual had received consistent and appropriate care. For example, a number of studies by the American Academy of Family Physicians demonstrated that older adults

⁹ Kane, Rosalie, "Long Term Care and a Good Quality of Life: Bringing them closer together", The Gerontologist, June 2001.

¹⁰ Fuller, George, "Falls in the Elderly", White House Medical Clinic, Washington, DC, April 2000 and Steinweg, Kenneth, "The Changing Approach to Falls in the Elderly" East Carolina University School of Medicine, November 1997.

¹¹ Bassuk, Shari "Social Disengagement and Incident Cognitive Decline in Community-Dwelling Elderly Persons" annals of Internal Medicine Volume 131 Number 3 1999.



Five Successful Aging in Place Programs

Choice

The Atlanta Regional Commission (ARC) funded Jewish Career and Family Services to create a caregiver voucher program. Individuals receive a set of vouchers that allow them to choose any public, private or nonprofit service to address their primary needs. Participants have employed neighbors to complete housekeeping and lawn care, paid for medication at the local pharmacy and contracted for companion/sitter services. They used various transportation services and adult daycare

The voucher program annually serves 42 individuals who are not eligible for other subsidy programs each year. Each individual receives \$750/year and is assisted by a case manager.

programs as well as many other services. The voucher program emphasizes the value of choice and the results that can be achieved when an individual determines his or her own needs and chooses the service provider that best suits

his or her needs. Currently several of the 10 county-based aging programs are pursuing voucher programs targeted to specifically meet the needs of those caring for Alzheimer's patients.

Flexibility

In 1978 the State of New York implemented its "Nursing Home Without Walls" program. The program is designed for

individuals who financially qualify for the Medicaid program and physically require nursing home or nursing home level care. Rather than enter a nursing home, the individual has the option to create an in-home service package. These services must provide adequate health and housing services at the same level administered in a full time nursing home, but the individual has the flexibility to choose the combination of services that best suit him or her. As long as the combination of services does not exceed 75 percent of the cost of a licensed nursing home in the same community, the state will reimburse the in home services and the individual can age in place. This program has proven to be very popular in New York. Because each participant must create a service package costing less than 75 percent of the cost of a nursing home, the state has saved a considerable amount of money.

Entrepreneurship

There are many opportunities to capitalize on the collective purchasing power of an organized community of seniors. Penn South Housing Co-op in New York City¹² negotiated an agreement with St. Vincent's psychiatry program. Fellows from St. Vincent's now rotate through the co-op as part of a geropsychiatry training program, giving the psychiatrists much needed field experience while providing free care to Penn South sen-

¹² For more information about the Penn South Co-op see Appendix B.

iors. The co-op has also partnered with the Visiting Nurse Service of New York. VNS was able to find reimbursable cases while the co-op residents received convenient nursing care. Realizing that the concentration of older adults at Penn South provided new business opportunities, both Beth Israel and St. Vincent's Hospitals opened offices at Penn South. In addition to providing an opportunity for improved and coordinated care, all three partners provide free services including screenings, lectures and flu shots, in exchange for assistance in marketing to residents.¹³

Mixed Generations

People old and young alike benefit from being around each other. Seniors often provide daycare, tutoring and general stability when they are involved in the daily routines of young families. Young people, in turn, can keep older adults engaged and active as they become frail. The mutually beneficial, symbiotic relationships between older adults and young adults need little planning to occur, however, proactive planning insures that community design does not prevent opportunities for generations to mix. Contemporary planning, zoning, and development practices often seek to discourage mixing housing types. This segregation creates entire neighborhoods composed of three or more bedroom homes that are well suited for raising families but are far too large for aging empty nesters. Another neighborhood may have plenty of apartments and town homes but lack sizeable units in which to raise families. Planners often resist the "spot zoning" that would allow a mix of unit types. Developers resist mixing unit types, fearing that smaller units would hurt the property value of the surrounding larger units. Thus, without proactive planning, fundamental and naturally occurring relationships between generations can be thwarted by the design of a community.

Penn South Housing Co-op in New York proactively encourages and plans for positive interactions between its older and

Originally the garden was laid out in "plots" but many seniors who had had to make arrangements for grave plots preferred the term "beds"; the change is a constant source of amusement to the older residents.

younger residents. The co-op grounds have been intentionally arranged. Walking and sitting spaces for older residents are located close to playgrounds and outdoor play space. One area of the grounds is fenced off and designated as an intergenerational garden. Beds are laid out and assigned

to teams of old and young, matching "one eight year old to every eighty year old." This garden has been so well received, it is often used for weddings and other special celebrations. There

are many other "planned" shared experiences as well: a quilting group that involves seniors with children meets regularly; a program arranges for senior residents to volunteer time in a local public school reading to children; and another volunteer group involves seniors who encourage and support teenagers to form their own groups within the co-op structure.¹⁴

Smart Growth

As the baby boomers approach retirement, communities can expect shifts in the population. Many older adults will relocate to areas where localities have interpreted Smart Growth to include elder-friendly growth. Communities like Fort Gaines, GA, have begun to recognize the economic potential for growing in an elder-friendly manner. Fort Gaines is a rural community that has lost population over the past two decades as the younger residents have moved to urban areas with better job markets.



The elder friendly strategy has begun to pay off, drawing retirees from such places as Atlanta, Ga., Roanoke, VA, Fort Lauderdale, FLA., Philadelphia, PA. The majority of new residents are of the age bracket localities consider most economically desirable- young retirees age 62 to 65. These young retirees often have sizeable savings that they have just begun to access and they do not yet have very expensive medical conditions. Senior citizens now comprise one-fifth of Clay County's population, twice the Georgia average. No other county aged more quickly during the 1990s as its median age rose 7.7 years to 42. It is now the sixth-oldest county in Georgia.

"Because of the rapidly growing older population, Georgia, like Florida, will experience policy issues and concerns that it has never had to deal with before," says Jeffrey Dwyer, director of the Institute on Aging at the University of Florida. "It will have a significant financial impact. [Clay County] will certainly be stretched and strained."

Yet Dwyer, a sociologist by training, also sees promise in the county's unique demographic experiment. With rural Georgia continuing its economic slide, communities must reinvent their economic futures. Clay "really needs to be a county to watch over the next decade or two because the rest of the counties in Georgia need to learn how to handle this population," Dwyer says.¹⁵

¹³ Nat Yalowit, Karen Bassuk, An Intergenerational Community With Supportive Services: The NORC Model at Penn South Program For Seniors.

¹⁴ Nat Yalowit and Karen Bassuk, An Intergenerational Community With Supportive Services: The NORC Model at Penn South Program For Seniors.

¹⁵ Dan Chapman, The Atlanta Journal Constitution 07-29-01, The graying of Fort Gaines: Southwest Georgia town hopes its invitation to retirees will help revive its dwindling population.

Appendices

APPENDIX A: Additional Resources

RESOURCES BY SUBJECT

ACCESSORY APARTMENTS

<http://muextension.missouri.edu/xplor/aging/gg0014.htm>

Information on in-law suites: who chooses them, three models, common features, rules of thumb, positive and negative implications for the homeowner and the community, steps in launching an accessory apartment project, mechanisms for obtaining exceptions or for changing a hostile zoning ordinance.

AFFORDABLE HOUSING ORDINANCES

<http://www.mrsc.org/planning/housing/ords.htm>

DEFERRED PAYMENT LOAN PROGRAMS

Marinette, WI — http://www.marinette.wi.us/government/comdev_programs.html

Norman, OK — <http://www.ci.norman.ok.us/planning/Revitalization/Rehab.htm>

Minnesota — <http://www.wcmca.org/MHFARehabLoan.htm>

Pennsylvania — <http://www.phfa.org/programs/singlefamily/ahm.htm>

HOMESTEAD EXEMPTIONS AND PROPERTY TAX CREDITS – Georgia Property Tax Division

<http://www2.state.ga.us/departments/dor/ptd/index.htm>

Georgia Department of Revenue: Property Tax Division: County Ad Valorem Tax Facts

<http://www2.state.ga.us/departments/dor/ptd/county/index.html> Specific information on property taxation in the various counties in Georgia, including: Location of Courthouse; Local Tax Officials; Property Tax Returns; Homestead Exemptions; Ad Valorem Tax Payments; Valuation Appeals; Ad Valorem Tax Refunds.

HOUSING FOR OLDER PERSONS ACT (HOPA)

Georgia Fair Housing Law

http://www.dca.state.ga.us/housing/FairHousingLaw_03.pdf Overview of statute, descriptions of jurisdiction, including: failure to make dwellings accessible, failure to make reasonable accommodations, failure to allow reasonable modification.

LIHEAP (Low-Income Home Energy Assistance Program)

<http://www.acf.hhs.gov/programs/liheap/> Information on US Department of Health and Human Services' LIHEAP program for weatherization in all 50 states. Depending on the LIHEAP grantee, LIHEAP funds can be used for the following types of energy assistance: heating assistance, cooling assistance, energy crisis intervention, low-cost residential weatherization and other energy-related home repair.

US Department of Energy – Weatherization Assistance Programs

<http://www.eere.energy.gov/weatherization/> Information on federal program and state agencies.

Georgia Energy Assistance Program (Community Services Section, Division of Family and Children Services, GA Dept of Human Resources)

<http://www2.state.ga.us/Departments/dhr/energy.html>

OVERHOUSING: US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT

<http://www.hud.gov/library/bookshelf18/pressrel/elderlyfull.pdf>

PREDATORY LENDING

www.jchs.harvard.edu/publications/finance/goldstein_w99-11.pdf "Understanding Predatory Lending: Moving Toward a Common Definition and Workable Solutions", Neighborhood Reinvestment Corporation and The Joint Center for Housing Studies of Harvard University. Fellowship Program for Emerging Leaders in Community and Economic Development. October 1999.

SHARED HOUSING

<http://muextension.missouri.edu/xplor/aging/gg0013.htm> Definition, models (naturally-occurring, agency-assisted, referral, counseling, agency-sponsored), community gains from shared housing, steps in launching a shared housing program, barriers that can impede shared housing, sources of assistance.

TAX DEFERRALS

Bulletin — Equity and Senior Citizens

<http://csf.colorado.edu/seminars/sustecon/Roodman.oct98/0036.html>

Arguments in favor of tax-deferral programs for elderly.

Colorado — <http://www.co.larimer.co.us/treasurer/def.htm>

Florida — <http://www.state.fl.us/dor/property/exemptions.html>

Massachusetts — <http://www.state.ma.us/sec/cis/cisptx/ptxidx.htm>

Oregon — <http://www.dor.state.or.us/seniorDef.html>

LIMITATIONS ON INCREASES IN PROPERTY TAX ASSESSED VALUE

Georgia State Univ. study, with info on: Existing Limitations (in the seven states that have them); The Constitutionality of Assessment; Increase Limitations; Economic Effects of Assessment Increase Limitations; Effect of Assessment Limitations on the Level of Property Taxes; Property Tax Assessment Limitations in Muscogee County, GA (The Effect on Aggregate Property Tax Digest, An Analysis of Assessment Disparities, An Analysis by Socioeconomic Characteristic, Mobility).

http://frp.aysps.gsu.edu/frp/frpreports/report_37/no37_fr.html

KEY ARTICLES AND WEBSITES

Bayer, Ada Helen and Harper, Leon, "Fixing to Stay: A National Survey on Housing and Home Modification Issues" AARP May 2000

Gaberlavage, George and Citro, Jeremy, "Progress Housing Older Persons" AARP http://research.aarp.org/il/d16376_toc.html January 1997.

Hare, Patrick "Frail Elders and the Suburbs" Generations, Journal of the American Society on Aging, Spring 1992, pp. 35-39. <http://www.homemods.org/library/pages/fraillelders.html>

Howe, Deborah "Aging and Smart Growth: Building Aging-Sensitive Communities" Funders' Network Translation Paper 21 December 2001. <http://www.giaging.org/aging%20paper.pdf>

Katz, Peter The New Urbanism: Toward an Architecture of Community. McGraw- Hill: New York. 1994.

Lawler, Kathryn "Aging in Place: Coordinating Housing and Healthcare Provision for a Growing Elderly Population" Harvard University Joint Center for Housing Studies Working Paper Series, September 2001. http://www.jchs.harvard.edu/publications/seniors/lawler_w01-13.pdf

Schneider, Andy and Elias, Risa, "Medicaid as a Long Term Care Program: Current Benefits and Eligibility" Kaiser Family Foundation Issue Paper November 2003.

<http://www.kff.org/medicaid/loader.cfm?url=/commonspot/security/getfile.cfm&PageID=28090>

Seeman, Teresa "Emotional Support Keeps Brain Going Into Old Age" Health Psychology July 2001.

<http://www.hbns.org/newsrelease/emotional7-04-01.cfm> Relying on a network of family and friends for emotional support may slow the cognitive decline associated with getting older, and single older people may stay mentally sharper than married couples, according to a new analysis of data from the MacArthur Studies of Successful Aging.

SENIOR RESOURCE FOR AGING IN PLACE

<http://www.seniorresource.com/ageinpl.htm> Various resources and recommendations pertinent to aging in place.

Aging In Place, Relocating Options, Senior Retirement Communities, Age-Restricted Apartments, Modular Home Communities, ECHO or Accessory Unit Housing, Shared Housing, Continuing Care or Life Care communities, Congregate Communities, Assisted Living, Board and Care Housing, Nursing Homes, Alzheimer's Communities, Senior Daycare, Short Term Vacation Housing Options, Cost Comparisons, Eldercare Locator Number.

TCRP Report 82 Improving Public Transit Options for Older Persons

www.tcrponline.org and www4.trb.org/trb/onlinepubs.nsf/web/tcrp_report_82toc

TCRP Report 91 Economic Benefits of Coordinating Human Service Transportation and Transportation Services

http://gulliver.trb.org/publications/tcrp/tcrp_rpt_91.pdf

Transportation Availability and Use Study for persons with Disabilities, 2002

http://www.bts.gov/omnibus/targeted/2002_national_transportation_availability_and_use_survey/

Yalowitz, Nat and Bassuk, Karen "An Intergenerational Community with Supportive Services: The NORC Model at Penn South Program for Seniors". Penn South Social Services, Inc. Mutual Redevelopment Houses, Inc. New York, NY. Presented at the American Society on Aging, San Francisco. March 1998.

APPENDIX B: Penn South NORC Case study

Introduction

Penn South is a 2,820-unit, 6,200- person, cooperative housing development in the Chelsea area of Manhattan in New York City. It is a moderate-income, nonprofit, limited-equity housing cooperative. Constructed by the International Women's Garment Union in 1962, Penn South has always been a place where a sense of common purpose could flourish. Many of its original residents came from union labor and organizing backgrounds. The ideology of co-op living, where property is jointly held and democratically managed, was easily adopted by the workers and organizers. Collective endeavor is a highly valued aspect of community life for these early founders. The co-op structure thrived at Penn South, not only providing a basis for collectively owning and managing property, but also serving as a vehicle for collective entrepreneurial endeavors.

Perhaps one of the most striking ventures undertaken by Penn South was the construction of its own electrical generating facility. The entire collection of residential high-rises is off of the Con Edison power grid. Through a sophisticated collection of technologies, Penn South's generating plant has both natural gas and crude oil fueled generating capacities. As the prices of oil and natural gas fluctuate, the plant switches between generators to utilize the cheaper of the two fuels. The generator's cooling systems are integrated into a massive boiler that recaptures waste heat and pumps it out to keep the residences warm in the winter. Through these innovative and energy-efficient techniques, the co-op has been able to cut its utility costs by a third since removing itself from the city power grid even after figuring in the amortized cost of construction.

In addition to the power plant venture, the Co-op has developed several on-site commercial properties and an 800 car parking facility. These business ventures help support the co-op's \$22,000,000 annual operating budget and keep the cost of housing low for its residents.

Penn South has developed a long track record of innovative endeavors to support collective living since it opened in 1962. It is not surprising that as Penn South's community began to reach its retirement years, the co-op board began to brainstorm on how the challenges inherent to aging could be met collectively.

Penn South discovers the "NORC" concept

By 1985, more than 75% of Penn South's population was over the age of 60 and the Co-op board began to investigate possible ventures that could help support the senior residents. As part of these investigations, the board came across the research of Michael Hunt and Gail Gunther-Hunt in which the term "NORC" or "Naturally Occurring Retirement Community," was coined.

NORCs have generally been understood as buildings, apartment complexes, or neighborhoods, not originally planned for older people, but where over time the majority of the residents have become elderly. The Hunts recognized in a 1985 study that NORCs differ from the stereotypical retirement community, and "yet are the most common form of retirement community in the USA." A 1989 AARP study found that 27% of all older Americans lived NORCs, compared to 6% in planned senior housing or retirement communities. The study concluded that "naturally occurring retirement communities are the [nation's] most dominant and overlooked form of senior housing."

Penn South Co-op had stumbled onto something in the Hunts' work that resonated with its sense of collective purpose. The NORC concept provided a model for thinking of their aging population as a specific community based in a place. According to the Hunts' study, Penn South did not need to transform itself become a senior housing complex, rather they already were a senior housing complex — a NORC — and simply needed to be recognized as one. Once that determination had been made by a group of long-time union organizers and political activists, it would not be long before Penn South would be officially recognized as a NORC and NORCs would begin to shed their distinction as the nation's most overlooked form of senior housing.

NORC Support: Penn South Program for Seniors and Penn South Social Services, Inc.

Once the Penn South Co-op had declared itself a NORC, the Co-op board set up a special committee charged with the responsibility of organizing and finding funds for a comprehensive service program, the Penn South Program for Seniors (PSPS). This committee sought to find independent sources of funds to implement a comprehensive program of social work, nursing, recreation, mental health, education and cultural enrichment and enlist social and health agencies already established in the community to provide programs and services on-site. The primary charge of the PSPS committee was to forestall nursing home placement and encourage older adults to remain in their own homes among family, friends and caring neighbors.

After interviewing several service providers, PSPS selected three primary agencies to provide the programs and services to the NORC: Selfhelp Community Services, Inc., Jewish Home & Hospital for the Aged, Inc. and the Educational Alliances, Inc. UJA-Federation of New York, a major private philanthropic organization, added enthusiasm and funding to the program. Many social and health agencies in the community also brought their services to the co-op.

Within a few years of operation, PSPS had achieved a firm level of organizational integrity, acceptance within the co-op community and recognition within the field. A new nonprofit corporation had been organized called Penn South Social Services, Inc. (PSSS) to assume the fiscal responsibility for PSPS. PSSS enabled the NORC to formally contract with social and health agencies and receive direct government and foundation grants. PSPS was now mobilized, sheltered within its own 501(c)3 umbrella organization and gaining



David Smith and Nat Yalowitz in front of Penn South Mural



One of nine Penn South Residential towers.

momentum. Soon both the acronyms "NORC" and "N-SSP" (NORC Supportive Service Program) would be written into state legislation.

Getting onto the State's Books: N-SSP

PSPS realized early on that they had many valuable political commodities. The difficulties associated with aging are universally experienced and as a result created a firm foundation for a widespread coalition. In addition, seniors typically devote more time to keeping abreast of politics and are more likely to vote than the general population. In 1994, after a campaign spearheaded by PSPS, New York State passed legislation providing support for NORC Supportive Service Programs. The N-SSP legislation established a channel to fund housing and social services in a coordinated manner. The program sought to prevent costly housing problems common to senior residents and strengthen intergenerational ties in the housing complex. It was endorsed by both political parties in the Legislature and was approved by two Governors of opposing political parties. As the result of the program's early successes, New York City also took an interest in NORC programs (and their highly organized blocks of voting constituents) and created its own local N-SSP legislation to supplement the state program.

From Seed Money to a Stable, Collective, Public-Minded Enterprise

Fourteen N-SSPs now operate in New York State under the N-SSP Legislation and funding. These programs represent more than the demands of a senior population; they save public dollars by requiring each housing entity with state funding to match the grant with their own funds and philanthropic dollars. Each N-SSP is designed as a collaborative venture between New York State, a housing company, social service and health agencies. The N-SSP's receive collateral benefits by providing attractive sites for private medical providers, home care agencies and others. These private providers come to take advantage of the efficient service delivery produced by concentrated populations of seniors. As a result of partnerships with private providers, state dollars have successfully leveraged almost four times as many dollars in private investment. According to the New York State Legislature, N-SSPs saved New York State an estimated \$11 million over three years by forestalling 460 hospital stays and 317 nursing home placements.

One does not have to dig too deep to see the inspiration of Penn South's sense of collective purpose and entrepreneurship in the State Legislation. The New York State-funded programs are all constructed as private/public partnerships, reflecting the belief that each N-SSP needs to have an entrepreneurial stake in its own program. Self-ownership and self-determination have been important parts of PSPS's success. Penn South residents feel that they have earned the help that they receive, and therefore the usual barriers to accepting social services among many moderate-income people do not exist. A sense of ownership and entitlement has been encapsulated within the very fabric of the entire N-SSP and has become the unwritten policy underpinning the program. The residents do not think of their program as a form of charity rather they will relay with great pride the multiple ways in which their entrepreneurship has both saved tax dollars and contributed back to the community.



Mayoral Candidate Peter Vallone campaigns at PSPS.

The NORC and Self Determination

Penn South was responsible for assessing its own problems and developing its own solutions. After the board of directors of Penn South (all residents of the co-op) began to receive reports from management that the problems of their aging residents were growing (non-payment of rent, flooded apartments, wandering, etc.), the board decided to survey the problems and needs of residents. The decision to perform the survey established a second significant policy in the development of the N-SSP: co-op residents would take control of developing the information they would need, generating that information and drawing conclusions from it. This move reflected the principle belief in self-help, a principle now translated into social policy.

Summary

As the Penn South Co-op began to age, its residents addressed the new life challenges that faced them in the way they had always responded to challenge: they studied the problems and searched for solutions in a co-operative manner. While the conclusions were not surprising and the programmatic implications not new in any significant way, the self-selection and self-determination which brought a variety of social and health services into a non-planned senior housing complex was very important. Penn South's moderate-income residents felt no sense of stigma in accepting support, because the collective effort involved so planning the planning and organizing.

Soon over 900 co-op members and over 1,200 non-member seniors had begun utilizing PSPS services and programs. Various support groups, trips and holiday party groups began to spring up. Seniors began to form after school tutoring programs and create intergenerational activities to help alleviate the community's childcare needs. The staff of social workers, nurses and home care coordinators was soon supplemented by the presence of geriatric medical and psychiatric staffs from two nearby medical centers.

Just as an example, in 1997-98 the staff team and other professionals worked with 644 clients and families on-site. Over 50 percent of the care coordination caseload is over 85 years of age and nearly 24 percent is over 90 years of age. At the center of all of this activity is a fairly simple catalyst: a basic form of moxie that seems to be undiminished by age. When faced by the adversities associated with aging, the residents of Penn South did exactly as they did when facing hostile management in the early days of the unions or fighting spiraling housing costs in the 1960's and 1970's they asserted the value of their role in society, refused to be isolated from each other and stayed in the neighborhood they called home.

PSPS surveys tailored services to meet residents' needs.

Based on feedback, the following services were developed:

- care coordination of services (commonly referred to as case management)
- group recreation
- education
- cultural and artistic programs
- home care coordination and non-acute nursing care
- social day care for those with dementia
- volunteer opportunities in all aspects of the program
- health education and preventive services
- money management
- advocacy

APPENDIX C: Florida's Elder Community Program

In March of 2000, Florida launched its Elder Ready Communities Program. Organized through the Office of Elder Affairs, this program offers communities around Florida the opportunity to assess their own facilities, services, housing stock and recreational activities and develop a plan to improve the quality of life for current and future senior residents. While the state provides guidance to communities and furnishes assessment tools and a procedural framework, residents complete most of the work on the ground. This grass roots approach not only encourages residents to get involved, but allows those who live in the community to decide their own priorities and develop their own plans for making their community more elder friendly. A community can decide to spend as much as or as little as they can afford to make improvements to their transportation, recreation or housing facilities and at a pace they can sustain, providing the maximum level of flexibility. Currently 23 communities are participating in the program and one grocery chain has become an elder friendly business. The goal of the Office of Elder Affairs is to have all of Florida's communities Elder Ready by 2006.

Defining an Elder Friendly Community

Florida defined an Elder Friendly Community as a community "that creates a physical and emotional environment that celebrates positive aging, encourages self care and engages elders in a variety of activities. It is an open neighborhood, town or an entire city where intergenerational activities and bonding takes place; where interdependence and connectivity are the key ingredients. Elder Friendly Communities possess the infrastructure of services, the street designs, the leisure activities, the walkable streets, the consumer protection, zoning laws and elder friendly businesses and government agencies that enhance an elder's independence."

Purpose

Florida designed the Elder Friendly Communities Initiative to raise awareness of the importance of considering the needs of older residents as part of the planning process. Older residents often have unique needs that are, in some cases, totally overlooked in the planning process; a process that begins with the zoning laws and continues with the architectural design of houses, buildings or facilities, development of transportation systems, recreational activities, street lighting and accessibility. This includes both older adults who are physically able and those with special medical and psychological needs.

Motivating Forces behind the Elder Friendly Initiative:

Florida developed its Elder Friendly Communities program because it recognized both the important role seniors play in the economy and social fabric of Florida and the demographic changes on the horizon.

Seniors are a major part of Florida's economy:

- Seniors have an annual income exceeding \$2 trillion dollars and 50% discretionary spending power.
- Elderly residents own over 70 percent of the financial assets in America.
- Seniors control nearly \$9 trillion in net worth.
- Senior citizens pay significant share of property and sales tax. (In Florida seniors pay over \$1.4 billion in local taxes and property taxes and \$3 billion in sales tax.)
- Florida's seniors support local schools with \$1.1 billion in taxes.

Florida measured the social impact of its senior population:

- More than 1.7 million seniors are volunteering in Florida, providing more than 366 million volunteer hours per year at an estimated value of \$4.4 billion.
- Seniors are actively engaged in philanthropic giving.
- Seniors provide an intergenerational benefit through their activi-

ties with Florida's youth population (e.g. extensive mentoring programs throughout the state).

Along with the rest of the United States, the number of senior citizens in Florida will continue to grow in the coming decades. The projected demographic changes will have a significant impact on Florida's population:

- More than 50,000 residents retire to Florida every year.
- Elders are living longer healthier lives and this trend is likely to continue.
- In the 21st century, older people will outnumber children for the first time in history.
- Florida has the highest percentage of seniors of any state in the nation (nearly one in four persons in the state is above the age of 65) and this trend is projected to continue.

Chief Components of the Elder Friendly Initiative

Key to the success of the program is the input of all community members, particularly older adults. The state, through the Department of Elder Affairs, facilitates the process but the community carries out the bulk of the assessment and planning. The state acts as a catalyst and provides residents and local officials with the tools they need to assess their community, assists in the development of a proactive plan to resolve any elder "unfriendly" elements and issues an elder friendly designation when the plan is carried out.

The community members and their elected officials are the motivating force behind the survey of facilities and determination of community priorities. A standing committee or office of elder affairs is developed at the local level to organize the elder friendly plan. An open meeting is held to explain the purpose and value of an elder friendly designation. The local governing body must then pass a resolution stating the community's intent to become an elder friendly community.

A survey instrument is developed which measures the impact of taxes, housing, utility costs, air and water quality, health care cost and accessibility, crime and the economy on elderly residents. Volunteer residents then measure the quality of life for seniors in the community by examining:

- Accessibility
- Timing of traffic lights
- Location and adequacy of parking (including handicapped parking)
- Taxi services
- Public transportation service
- Location of bus stops
- Adequacy of street lighting
- Pedestrian Concerns (presence of benches and sidewalks, condition of sidewalks, well-marked crosswalks)
- Land Use and Zoning Procedures

These measurements capture the different needs of well elders and frail elders in an urban setting. Additional criteria are set for rural communities that include an evaluation of the home health services, caregiver services, availability of adult day care centers, and assisted living facilities.

Residents then work with the state Department of Elder Affairs and local officials to report their findings and identify what the city/county needs to become elder ready. When those plans are complete, the state verifies that the community is Elder Ready and issues the Elder Ready designation.

The Elder Friendly Communities program is continuing to spread throughout Florida and the state is well on its way to achieving the goal of 100% Elder Friendly Communities by 2006. The program will continue to evolve as more communities participate and add their input and experience to the assessment, planning and implementation process. Florida provides a compelling example of how a state or regional body can empower communities and local governments to improve the quality of life for their senior residents and to facilitate the programs and services needed to allow residents to age in place.

APPENDIX D: COUNTY BASED AGING PROGRAMS

**ATLANTA REGION
Cherokee County Senior
Services**

1001 Univeter Road
Canton, GA 30115
Ph. 770-479-7438
Fax: 770-345-6737
Director: Paulette Haines

Clayton County Aging Program

2300 Highway 138 SE
Jonesboro, GA 30236
Ph. 770-603-4053
Fax: 770-603-4068
Director: Mindy French

Cobb County Senior Services

32 North Fairground Street
Marietta, GA 30060-2160
Ph. 770-528-5366
Fax: 770-528-5378
Director: Pamela Breeden

**DeKalb County Office
of Senior Affairs**

1300 Commerce Drive, #102
Decatur, GA 30030
Ph. 404-371-2941
Fax: 404-371-2280
Director: Karl Williams

Douglas Senior Services

6287 Fairburn Road
Douglasville, GA 30134
Ph. 770-920-4303
Fax: 770-489-3110
Director: Richard Hagan

Fayette Senior Services, Inc.

390 Lee Street
Fayetteville, GA 30214-2056
Ph. 770-461-0813
Fax: 770-461-2448
Director: Andy Carden

Fulton County Aging Program

115 Martin Luther
King, Jr., Drive
Atlanta, GA 30303
Ph. 404-730-0184
Fax: 404-730-7950
Director: Melinda Davis

**Gwinnett County Senior
Services**

75 Langley Drive
Lawrenceville, GA 30045
Ph. 770-822-8845
Fax: 770-822-8885
Director: Linda Bailey

**Henry County
Senior Citizens Services**

1050 Florence McGarity Blvd.
McDonough, GA 30252-2980
Ph. 678-583-3515
Fax: 678-583-3517
Director: Sandy Craig

**Rockdale County Department
of Senior Services**

1240 Dogwood Drive, SW
Conyers, GA 30012
Ph. 770-922-4633
Fax: 770-785-2492
Director: Jackie Lunsford

APPENDIX E: Property Tax Assessment Caps

Maryland (1959): The assessment limitation applies only to homesteaded property and varies by type of government. A homestead is the property designated by a householder as the householder's home and protected by law from forced sale to meet debts.

- Assessment increases for state property taxes are limited to 10 percent per year.
- County and municipal governments are allowed to cap the increase in assessed value at a rate less than 10 percent if they so desire, i.e., they can choose a limitation between 0 and 10 percent.
- There is no limitation imposed on assessment increases for school districts.

California (1978): Proposition 13 established a uniform statewide property tax rate of one percent (1%), with a two percent (2%) cap on future annual property tax increases; Proposition 13 applies to all property, not just homesteads.

- When property changes hands it is reassessed at current market value (its purchase price), but the rate remains at one percent and the new buyer is protected by the same two percent cap on future annual increases. A transfer within a family however does not result in a reassessment
- Proposition 13 is written into the state constitution as Article XIII-A and it requires a two-thirds vote of the Legislature to increase state taxes. Supplemented by Proposition 218 – the Right to Vote on Taxes Act passed in 1996 – Article XIII-A requires voter approval of all new local taxes.

Iowa (1978): The growth of total assessed value in the state is limited to 4 percent per year through the imposition of a mandatory assessment ratio called a "rollback percentage" that ensures that the total assessed value in Iowa is at most 4 percent greater than the previous year.

- New construction and improvements are excluded; utility property is limited to 8 percent annual growth.
- Taxable value for a parcel is equal to the parcel's market value times the applicable rollback percentage. Separate rollback percentages are calculated for each class of property: agricultural, residential, commercial, industrial, utility and railroads.
- The rollback percentage for residential property and agricultural property is further limited to the smaller of the increase in value of residential and agricultural property if either increases by less than 4 percent. (Since the increase in agricultural property value, which is not assessed at market value, has generally been much less than 4 percent, the effective limitation on residential property has been less than 4 percent).
- This system means that all parcels within a given property category are assessed at the same percentage of market value.

Arizona (1980): each parcel of property has two separate values, a fair market value (FMV) and a Limited Property Value (LPV); the statutory annual growth limit for the LPV is the greater of 10 percent and 25 percent of the difference between last year's LPV and this year's FMV.

- In no case can the LPV exceed fair market value.
- Although Arizona has a limitation on assessment increases, it does not have an acquisition value assessment system. Instead of basing taxes on market value in the event of new construction, improvements, or change in use or ownership, the LPV for such property is recalculated based on the ratio of LPV to FMV for like properties in the surrounding geographic area.

Florida (1995): increases in assessment are restricted to the lower of 3 percent and the change in the Consumer Price Index.

- New construction may increase the assessments beyond the statutory limits.
- The limitation applies only to homesteaded properties.

Washington (1997): assessed value increases are limited to 15 percent per year on all classes of property.

Texas (1997): assessed value increases of homesteaded property are limited to 10 percent per year plus increases in value due to improvements.

- The property is reassessed at market value if it is sold.
- The limitation is portable for homeowners over 65 years of age; if an elderly homeowner moves, the assessed value of the new person's home will be the same percentage of the market value as was the original home. *Portability can be a large benefit to elderly homeowners who wish to downsize to a smaller home, but cannot afford to pay an increased amount of taxes on the newly re-appraised property. If tax rates are not portable for senior homeowners, they face an economic incentive to stay in their current home (even if it is too large or in disrepair) rather than downsize.
- The legislation provides no mechanism for correcting for prior appraisal errors, thus locking in such errors.

Recommendations

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ATLANTA REGIONAL COMMISSION



The Atlanta Regional Commission (ARC) is the regional planning and

intergovernmental coordination agency for the 10-county area metropolitan Atlanta area. ARC is also the Area Agency on Agency for the region, charged with planning for the needs of a rapidly expanding older adult population, implementing and coordinating a comprehensive supportive service system.

COMMUNITY HOUSING RESOURCE CENTER



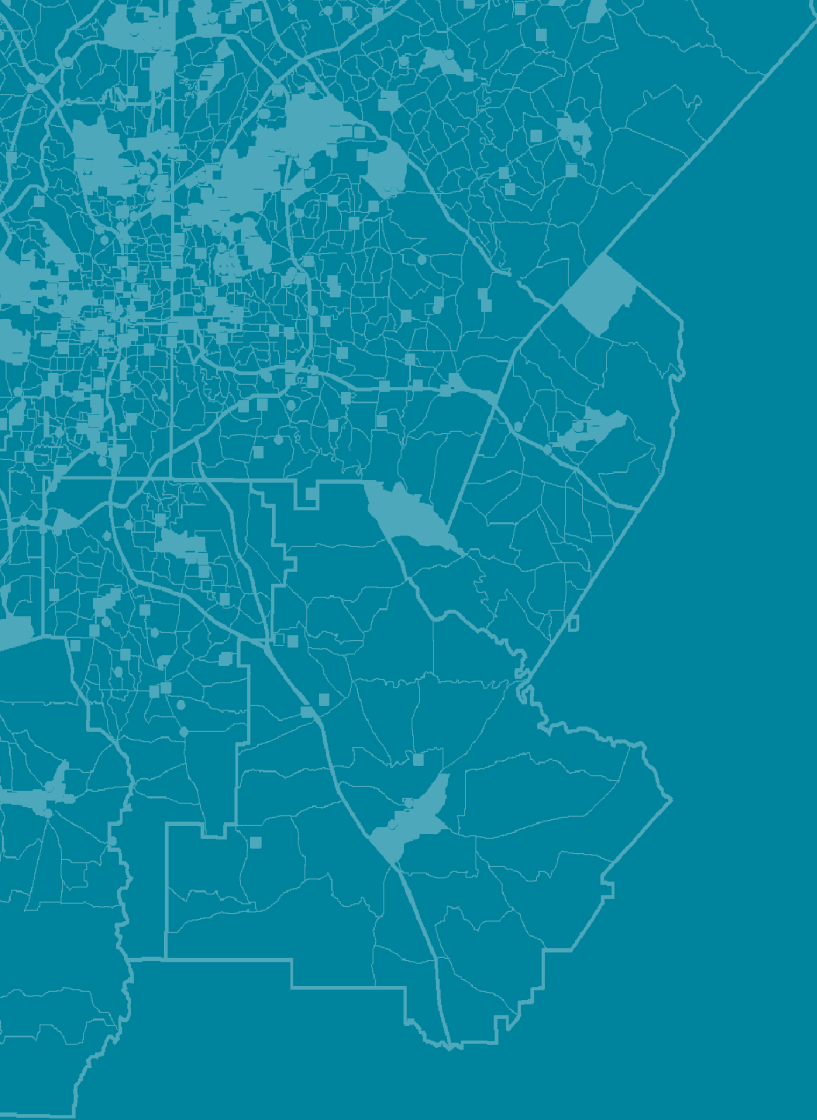
The Community Housing Resource Center (CHRC) is a non-profit housing and

community development organization in Atlanta, Georgia. CHRC's programs focus on policymaking, design, and construction of affordable housing with a particular concentration on the housing and community planning issues of the older adult population.

This project was funded in part by the Robert Wood Johnson Foundation and the Quality Growth Partnership.

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DESIGN: Scott Baker
sb@scottbakerdesign.com



Aging in Place

A TOOLKIT FOR LOCAL GOVERNMENTS

For more information please contact: 404.624.1111
Online: www.atlantaregional.com or www.chrcatlanta.org

**An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To Tax Map 9-A-13 & 14C and Tax Map 9-13-A, B, 1, 2, 3, 4, 5, 6 & 7, To Amend The Proffers Associated With The Ordinance Approving ZMP 04:02, A Conditional Rezoning Affecting The Same Parcels.
(ZMP 17:02)**

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

That Tax Map 9, Section A, Parcels 13, and 14C, and Tax Map 9, Section 13, Parcels A, B, 1, 2, 3, 4, 5, 6 and 7, be and is hereby, conditionally rezoned from R-3, Residential, Planned Community to R-3, Residential, Planned Community, subject to amended proffer #8 as set out in the application dated June 30, 2017, and which is attached hereto.

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and

- including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
 8. *A minimum of 35% of the housing shall be designed with at least one bedroom on the first floor, such that all typical living functions can be accommodated on the first floor of the home.*

~~The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Act of 1995. Final Rule: The following requirements shall apply:~~
 - ~~1. The housing shall be intended and designed for persons age 55 and older;~~*
 - ~~2. At least 80 percent of the occupied units shall be occupied by at least one person who is 55 years of age or older;~~*
 - ~~3. The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and~~*
 - ~~4. The development shall also comply with rules issued by HUD for the verification of occupancy.~~*
 9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
 10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
 11. Construction will not begin until public water and sewer is available.
 12. Public water shall provide adequate pressure.
 13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
 14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of

- Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza. A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community
 16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled “proposed improvements to Route 618” and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00. In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.
 17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
 18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

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

TAB N

MEETING DATE:	October 18, 2017																
AGENDA TITLE:	Surveying for Zion Crossroads Water & Sewer System Project Agreement #6																
MOTION(S):	<p>#1. I move the Board of Supervisors approve a supplemental appropriation of \$6,550 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for Project Agreement #6 for 3 Boundary Plats to create 2 Proposed Utility Lots.</p> <p>#2. I move the Board of Supervisors approve Project Agreement #6 between Fluvanna County and Bowman Consulting Group for additional services associated with 3 Boundary Plats to create 2 Proposed Utility Lots for the Zion Crossroads Water & Sewer System project totaling \$6,650, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>																
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):	C7													
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other												
		X															
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer																
PRESENTER(S):	Cyndi Toler, Purchasing Officer																
RECOMMENDATION:	recommend approval of both motions as stated above																
TIMING:	Routine																
DISCUSSION:	<p>Project Agreement #6 is an agreement between Fluvanna County and Bowman Consulting Group. This agreement is required for 3 Boundary Plats to create 2 Proposed Utility Lots.</p> <table border="1"> <thead> <tr> <th align="left" colspan="2">Zion Crossroads Cash Funding</th> </tr> </thead> <tbody> <tr> <td>Original Budget</td> <td align="right">\$575,000</td> </tr> <tr> <td>Prior Supplemental Appropriations</td> <td align="right">\$196,740</td> </tr> <tr> <td>Total Cash Funded Budget</td> <td align="right">\$771,740</td> </tr> <tr> <td>Proposed Supplemental Appropriation - Bowman Project Agreement #6</td> <td align="right">\$6,650</td> </tr> <tr> <td>Total Proposed Cash Funded Budget</td> <td align="right">\$778,390</td> </tr> </tbody> </table>					Zion Crossroads Cash Funding		Original Budget	\$575,000	Prior Supplemental Appropriations	\$196,740	Total Cash Funded Budget	\$771,740	Proposed Supplemental Appropriation - Bowman Project Agreement #6	\$6,650	Total Proposed Cash Funded Budget	\$778,390
Zion Crossroads Cash Funding																	
Original Budget	\$575,000																
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Total Cash Funded Budget	\$771,740																
Proposed Supplemental Appropriation - Bowman Project Agreement #6	\$6,650																
Total Proposed Cash Funded Budget	\$778,390																
FISCAL IMPACT:	The Zion Crossroads Water and Sewer System cash funded budget will increase by \$6,650.																
POLICY IMPACT:	N/A																
LEGISLATIVE HISTORY:	N/A																
ENCLOSURES:	Project Agreement #6 – Zion Crossroads Water & Sewer System Design/Services																
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other												
	X	X	X														

PROJECT AGREEMENT # 6
ZION CROSSROADS WATER & SEWER SYSTEM DESIGN/SERVICES

This Project Agreement #6 (the Project Agreement”) made this ____ day of October, 2017 (the “Effective Date”), between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Bowman Consulting Group, LTD.(“A/E”) (the “Consultant”), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed;

Whereas the Agreement was automatically renewed on September 6th, 2014, and again on September 6th, 2015, September 6th, 2016 and on September 6th, 2017 and the current renewal term of the Agreement ends on September 5, 2018 being the last renewal period under the Agreement.

The Contractor did not notify the County of an increase in hourly rates and the hourly rates identified in the Agreement control;

Whereas, the County desires that the Contractor complete surveying work related to the Zion Crossroads Water & Sewer System Design/Services described as “3 Boundary Plats to create 2 Proposed Utility Lots” (the “Services”) as more specifically described in Exhibit 1 attached hereto and incorporated herein by reference as a material part of this Project Agreement; and

Whereas, the Consultant desires to accept the work and complete the Services and all work necessary and related thereto (collectively the “Task Order”).

For good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement.

The County’s project manager for technical inquiries relating to this Project Agreement shall be:

Mr. Wayne Stephens

Director of Public Works
197 Main Street
Palmyra, VA 22963
Phone: (434) 591-1925
E-mail: wstephens@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement including exhibits hereto;
- (ii) The Agreement including exhibits thereto; and
- (iii) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iii) above, and (ii) shall control over (iii).

ARTICLE IV: FEES

The Contractor shall receive a flat fee of SIX THOUSAND FIVE-HUNDRED FIFTY AND NO/100 DOLLARS (\$6,550.00) for the services on the Task Order payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Contractor to the County until the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County. The Contractor will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work by the County. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such task order shall be completed to the sole satisfaction of the County within forty-five (45) days of the Effective Date. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or

more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant

Bowman Consulting Group, LTD.
ATTN: Kenneth M. Baybutt
460 McLaws Circle, Suite 120
Williamsburg, VA 23185
Telephone (757) 229-1776
FAX (757) 229-4683

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

[Signature page to follow.]

In witness whereof the undersigned duly authorized representatives have executed

this Agreement on the dates set forth beside their respective signatures.

Bowman Consulting Group, LTD.	County: Fluvanna County
By: _____ Date: _____	By: _____ Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Approved as to form:	

Fluvanna County Attorney



CHANGE ORDER

Date: September 20, 2017

<p>Bowman Consulting Group, Ltd. 3951 Westerre Parkway, Suite 150 Richmond, Virginia 23233</p> <p>Phone: (804) 616-3240 Fax: (804) 270-2008</p>	<p>J. Wayne Stephens, PE Fluvanna County 197 Main Street, PO Box 540 Palmyra, VA 22963 Phone: (434) 591-1925 Fax: (434) 591-1924 E-mail: wstephens@fluvannacounty.org</p>
<p>Project Name: Zion Crossroads Water & Sewer System Fluvanna County, VA (Sur) Client Project #:</p>	<p>BCG Job #: 008258-01-003 Task #: SX008 Change Order #:</p>

SCOPE OF SERVICES COVERED BY CHANGE ORDER

3 Boundary Plats to create 2 Proposed Utility Lots:

Boundary Survey Plats For Utility Lot #1:

Perform a boundary survey as necessary to prepare subdivision and development plans on a portion of PID: 5-7-9 (B Properties II LLC). This task does not include an ALTA Survey. This task includes the following:

- Set new boundary corners.
- Prepare plat showing above improvements within five feet of the boundary for recordation.

Boundary Survey Plats For Utility Lot #1:

Perform a boundary survey as necessary to prepare subdivision and development plans on a portion of PID: 5-A-52 and 5-A-48 (R. S. Glass). This task does not include an ALTA Survey. This task includes the following:

- Set new boundary corners.
- Prepare plat showing above improvements within five feet of the boundary for recordation.

Boundary Survey Plat For Utility Lot #2:

Perform a boundary survey as necessary to prepare subdivision and development plans on a portion of PID: 5-A-55X (Macon Properties LLC). This task does not include an ALTA Survey. This task includes the following:

- Set new boundary corners.
- Prepare plat showing above improvements within five feet of the boundary for recordation.

FEE: Lump Sum of \$6,550.00

Exclusions:

- Locate delineated wetland flags.
- Consolidation Platting.

Bowman Consulting Group, Ltd.

Fluvanna County

By: 

By: _____

Name Richard Fralin, LS, PLS

Name _____

Title Team Leader

Title _____

Date _____

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	Economic Development Quarterly Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Jason Smith, Community & Economic Development Director				
PRESENTER(S):	Jason Smith - Community & Economic Development Director				
RECOMMENDATION:	N/A				
TIMING:	Current				
DISCUSSION:	Jason Smith will present the quarterly report for Fluvanna County Economic Development, e.g. Unemployment rates, prospect activity, job growth and investments, and other economic development meetings.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	Carysbrook Softball Field Maintenance				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer and Chris Fairchild				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	A presentation to discuss maintenance needs at the Carysbrook softball field.				
FISCAL IMPACT:	TBD				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					x

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

TAB Q

MEETING DATE:	October 18, 2017				
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 Thursday, September 29, 2017, Elected Officials Breakfast Meeting, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA 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 September 29, 2017				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
September 29, 2017
Elected Officials Breakfast Meeting**

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

ABSENT:

Donald W. Weaver, Cunningham District

ELECTED OFFICIALS PRESENT:

Senator Mark Peake, 22nd District
Delegate Rob Bell, 58th District
Delegate Lee Ware, 65th District
Jeff Haislip, Commonwealth's Attorney
Eric Hess, Sheriff
Andrew M. Sheridan, Commissioner of the Revenue
Tristana Treadway, Clerk of the Circuit Court
Carol Tracy Carr, Fluvanna School Board, Rivanna District
Perrie Johnson, Fluvanna School Board, Fork Union
Charles Rittenhouse, Fluvanna School Board, Cunningham District

ALSO PRESENT:

George Goodwin, Legislative Liaison, Senator Peake's Office
Stephen Harvey, Outreach Director, U.S. Senator Thomas Garrett's Office
Don Stribling, FCPS, Executive Director for Students Services, Operations, and Human Resources
Brenda Gilliam, FCPS, Executive Director for Instruction and Finance
Brandi Critzer, Clerk to the School Board
Eric Dahl, Deputy County Administrator and Finance Director
Kelly Belanger Harris, Clerk to the Board of Supervisors
Captain Von Hill, Sheriff's Office, Administration
Kim Mabe, Director of Social Services
Bryan Moeller, CSA Coordinator
Joyce Pace, Registrar
Jason Smith, Community and Economic Development Director
Aaron Spitzer, Director of Parks and Recreation
Wayne Stephens, County Engineer and Director of Public Works
Jason Stewart, Planning and Zoning Administrator
Mary Anna Twisdale, Management Analyst
Captain David Wells, Sheriff's Office, Field Operation
David Blount, TJPDC Legislative Liaison
Chip Boyles, TJPDC
Charlie Fawcett, Region Ten

A - WELCOME AND INTRODUCTIONS

Jason Smith, Community and Economic Development Director welcomed and thanked Senator Mark Peak, Delegate Rob Bell, Delegate Lee Ware, and Mr. George Goodwin, Legislative Liaison, to the Elected Officials Breakfast. Mr. Eric Dahl then asked Chair Sheridan to call the meeting to order.

B - BOARD OF SUPERVISORS CALL TO ORDER

At 8:44am Chair Sheridan, called to order the Elected Officials Breakfast Meeting. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

C - SCHOOL BOARD CALL TO ORDER

D - GENERAL REMARKS BY LEGISLATORS / REPRESENTATIVES

E - DISCUSSION TOPICS:

1. Public Schools
 - a. Public Schools Funding
2. Local Law Enforcement
 - a. Search warrants in death scene and missing juvenile investigations

Board of Supervisors Minutes

- b. Applications for Concealed Hand Gun Permit
- 3. DOE & CSA Funding
- 4. Zion Crossroads Economic Development Opportunities and Partnerships

F - CONCLUSION AND ADDITIONAL COMMENTS

G - SCHOOL BOARD ADJOURN

H - BOARD OF SUPERVISORS ADJOURN

MOTION:

At 10:24am Mrs. Booker moved to adjourn the Elected Officials Breakfast Meeting, Thursday, September 28, 2017. Mrs. Eager seconded and the motion carried with a vote of 4-0. AYES: Sheridan, Booker, Eager, & O'Brien. NAYS: None. ABSENT: Weaver.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

DRAFT

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

TAB R

MEETING DATE:	October 18, 2017				
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, October 4, 2017 Regular Meeting, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA 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 October 4, 2017				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
October 4, 2017
Regular Meeting 4:00pm**

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 4:02pm*)
Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk for the Board of Supervisors

1 - CALL TO ORDER

At 4:00pm Chair Sheridan, called to order the Regular Meeting of Wednesday, October 4, 2017. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION

Mr. Weaver moved to accept the Agenda with addition of a New Business item covering FY17 Year End Balance Estimates, for the October 4, 2017 Regular Meeting of the Board of Supervisors. Mrs. Eager seconded and the Agenda was adopted by a vote of 4-0. AYES: Sheridan, Booker, Eager, and Weaver. NAYS: None. ABSENT: O'Brien.

Mr. O'Brien arrived at 4:02pm.

SPECIAL PRESENTATION

Certificate of Appreciation – Gary Ellis. Mr. Nichols invited Mr. Ellis to come forward to receive a Certificate of Appreciation for more than twenty-five years of service to Fluvanna County.

Virginia Association of Counties Certificate of Appreciation – 10 Years of Service – Mozell H. Booker. Mr. Nichols presented Mrs. Booker a Certificate of Appreciation from the Virginia Association of Counties, in honor of ten years of service as an elected official.

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Ø Community & County Staff Recognitions
 - New Food Bank Building in place
 - 2nd Annual Quad County Business Summit (Oct 4) - Co-hosted by the Central Virginia Small Business Development Center and Greene, Orange, Louisa and Fluvanna Counties; Chaired by Jason Smith this year; Keynote Speaker: Stephen Moret, President & CEO of the Virginia Economic Development Partnership (VEDP)
- Ø Spotlight on Business – Fruit Hill Orchard, Terry and Barbara Lintecum
- Ø Next Meetings:

Day	Date	Time	Purpose	Location
Wed	Oct 18	5:30 PM 7:00 PM	Cooperative Extension Annual Dinner Regular Meeting	Morris Room Courtroom
Wed	Nov 1	4:00 PM	Regular Meeting	Courtroom
Wed	Nov 15	7:00 PM	Regular Meeting	Courtroom
Wed	Dec 6	4:00 PM	Regular Meeting & BOS Preliminary Budget Discussion	Courtroom

5 - PUBLIC COMMENTS #1

At 4:09pm Chair Sheridan opened the first round of Public Comments. With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:09pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Ratify Advertisement of the Proposed Sale of County Real Property Formerly Known As the Columbia Elementary School—Eric Dahl, Deputy County Administrator & Finance Director, brought forward a request to ratify an advertisement for a Public Hearing to be held on October 18, 2017 regarding the proposed sale of the former Columbia Elementary School.

With no discussion,

MOTION

Mrs. Eager moved the Board of Supervisors ratify advertisement of a Public Hearing to be held on October 18, 2017, for the proposed sale of the County’s real property known by current street numbering as 563 Wilmington Road, Palmyra, VA and also known as the former Columbia Elementary School to Rivanna K-9 Services, LLC, a Virginia limited liability company, for a purchase price of \$85,000 pursuant to their proposal to purchase the property dated June 12, 2017 as modified by negotiations made in response to the County’s Request for Proposals 2016-02 “Sale of County Property Columbia Elementary School (former) 563 Wilmington Road, Palmyra, VA 22963”, as amended. Mr. Weaver gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

Ratification of Advertisement of Temp Ordinance Change to Move the Central Absentee Precinct Location—Fred Payne, County Attorney presented a request to ratify an advertisement to hold a Public Hearing on October 18, 2017 regarding the temporary designation of the

With no discussion,

MOTION

Mrs. Booker moved to ratify advertisement of a Public Hearing to be held on October 18, 2017, concerning an ordinance revision, entitled, “AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM NOVEMBER 1, 2017, UNTIL DECEMBER 31, 2017.” Mrs. Eager offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

FY18 Social Service Request to Add New Human Services Assistant III Position—Kim Mabe, Director of Social Services, presented a request to add a permanent Social Services Human Services Assistant III.

The new position will assist Family Services staff in the completion of a number of administrative tasks to:

- Alleviate service workers time spent on administrative tasks so that they can focus more on the services related tasks of their jobs (ensuring safety of vulnerable citizens).
- Assist service workers with meeting State and Federal mandates.
- Assist with CSA paperwork, purchase orders/invoices, monitoring and scheduling to remain in compliance with OCS (Office of Children’s Services) requirements to avoid fiscal ramifications of non-compliance.

FY18 Budget:

Annual Salary	Salary for 7 months (Dec-Jun)	Benefits for 7 months (Dec-Jun)	Total Salary and Benefits for 7 months	Federal Match (34%)	Local Match (66%)
\$30,000	\$17,500	\$6,654	\$24,154	\$8,212	\$15,942

- The \$15,942 will come from the existing Social Services FY18 Budget.

FY19 Budget:

Annual Salary	Benefits	Total Salary and Benefits	State Match	Federal Match (34%)	Local Match (66%)
\$30,000	\$11,400	\$41,400	\$12,361	\$9,873	\$19,166

- Social Services requests \$19,166 local funds for FY19.

Following general discussion regarding the amount of paperwork required of Family Services Staff, Mrs. Booker indicated she supports this position. Mrs. Eager concurred.

MOTION

Mrs. Eager moved the Board of Supervisors approve the addition of a permanent Human Services Assistant III position for Social Services, with the \$15,492 in FY18 local match funds to come from existing FY18 Social Services Personnel Budget vacancy savings. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

FY17 Year End Budget Transfer Convenience Center—Wayne Stephens, Director of Public Works and County Engineer & Mary Anna Twisdale, Management Analyst requested a budget transfer to cover Convenience Center Budget overages.

Board of Supervisors Minutes

The Convenience Center is currently over budget \$18,675 for FY17. The overage is a result of an unusually large amount of refrigerant reclamation, an increase in unit-price for Allied Disposal, and more than normal repair costs to the scale. Personnel lines were over budget due to Facilities and Fork Union Sanitary District staff covering the convenience center during unexpected staff leave. The request is for \$18,675 be transferred from the FY17 General Services budget to the FY17 Convenience Center budget. The General Services budget currently has a year-end balance of \$84,995.

There was brief general discussion regarding strategies for reclaiming some fees for which the County currently bears responsibility. Additionally, discussion focused on disposal of refrigerant.

MOTION

Mr. Weaver moved the Board of Supervisors approve a FY17 budget transfer of \$18,675.00 from the General Services Budget to the Convenience Center Budget to cover overages in personnel costs, contract services and storage building replacement. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

8 – PRESENTATIONS

None.

9 - CONSENT AGENDA

The following items were discussed before approval:

CRMF Request - FCHS Baseball Bleacher Replacement—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

CRMF Request - FCHS Tennis Court Repairs—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

The following items were approved under the Consent Agenda for October 4, 2017:

Minutes of September 20, 2017—Kelly Belanger Harris, Clerk to the Board

Domestic Violence Awareness Month Proclamation—Kelly Belanger Harris, Clerk to the Board

Open Space Contract Application – Albertson—Andrew M. Sheridan, Commissioner of the Revenue

Open Space Contract Application – Carter & Hughes—Andrew M. Sheridan, Commissioner of the Revenue

Open Space Contract Application – Ward Revocable Trust—Andrew M. Sheridan, Commissioner of the Revenue

Open Space Contract Application – Ward—Andrew M. Sheridan, Commissioner of the Revenue

Open Space Contract Application – Wilson—Andrew M. Sheridan, Commissioner of the Revenue

Department of Health Agreement—Cyndi Toler, Purchasing Officer

Staff Implementation Bonus – Grandstaff—Sheriff Eric B. Hess

CRMF Request - Division Maintenance of Fire Extinguishers—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

CRMF Request - FCHS Baseball Bleacher Replacement—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

CRMF Request - FCHS Tennis Court Repairs—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

CRMF Request - Transportation Bus 1 Motor—Don Stribling, FCPS Executive Director for Student Services, Operations, and Human Resources

MOTION

Mrs. Booker moved to approved the consent agenda, for the October 4, 2017 Board of Supervisors meeting. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

10 - UNFINISHED BUSINESS

Mr. Payne provided update on the Poplar Ridge Conservation Easement progress, noting that it will be recorded in the near future.

11 - NEW BUSINESS

FY17 Year-End Balance Estimates – Eric Dahl, DCA / Finance Director, presented the preliminary revenue and expenditure balance estimates for FY17.

12 - PUBLIC COMMENTS #2

At 4:59pm, Chair Sheridan opened the second round of Public Comments.

- Brian Chambers, local surveyor, spoke regarding restrictions on family subdivisions. Mr. Payne indicated that Mr. Chambers' questions are hypothetical, and advised that Mr. Chambers should follow the appropriate procedure required by the Planning Department. If necessary, an appeal to the Board would be made following the Planning Administrator's determination.

Board of Supervisors Minutes

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 5:03pm.

14 - ADJOURN

MOTION:

At 5:05pm Mr. Weaver moved to adjourn the regular meeting of Wednesday, October 4, 2017. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

DRAFT



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2017-10-18 p.173/219
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

TAB S

MEMORANDUM

Date: October 18, 2017
From: Finance Department
To: Board of Supervisors
Subject: Accounts Payable Report for September 2017

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$1,037,328.90
Capital Improvements	\$968,947.10
Debt Service	\$492,304.70
Sewer	\$15,196.41
Fork Union Sanitary District	\$16,207.17
TOTAL AP EXPENDITURES	\$2,529,984.28
Payroll	\$759,476.41
TOTAL	\$3,289,460.69

MOTION


I move the Accounts Payable and Payroll be ratified for September 2017 in the amount of **\$3,289,460.69**.

Encl:
AP Report

	A	B	C	D	F	G	H	J	
1	County of Fluvanna		From Date: 9/1/2017						
2	Accounts Payable List		To Date: 9/30/2017						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
7	Fund # - 100 GENERAL FUND								
8	GENERAL FUND								
9	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 082517	000000054666	8/24/2017	9/12/2017	143.11		
10	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 081117	000000054260	8/11/2017	9/12/2017	229.87		
11	ST. PETER & PAUL CATHOLIC CHURCH	PLANNING ESCROW	EROSION CAH BOND REFUND	082817	8/30/2017	9/1/2017	8,952.00		
12	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 082517	000000054667	8/24/2017	9/12/2017	439.26		
13	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 081117	000000054261	8/11/2017	9/12/2017	471.17		
14								Total:	\$10,235.41
15									
16	REAL ESTATE TAXES								
17	SCHER, LAWRENCE & EDNA C	R E 2014 - 1ST	RE 2014 18A-12-245	55481	9/26/2017	9/29/2017	810.48		
18	SCHER, LAWRENCE & EDNA C	R E 2014 - 2ND	RE 2014 18A-12-245	55481	9/26/2017	9/29/2017	810.48		
19	SCHER, LAWRENCE & EDNA C	R E 2015 - 1ST	RE 2015 18A-12-245	55483	9/26/2017	9/29/2017	837.87		
20	SCHER, LAWRENCE & EDNA C	R E 2015 - 2ND	RE 2015 18A-12-245	55483	9/26/2017	9/29/2017	837.87		
21	SCHER, LAWRENCE & EDNA C	R E 2016 - 1ST	RE 2016 18A-12-245	55485	9/26/2017	9/29/2017	854.64		
22	SCHER, LAWRENCE & EDNA C	R E 2016 - 2ND	RE 2016 18A-12-245	55485	9/26/2017	9/29/2017	854.65		
23	SCHER, LAWRENCE & EDNA C	R E 2017 - 1ST	RE 2017 18A-12-245	55488	9/26/2017	9/29/2017	873.89		
24	STONEGATE MORTGAGE CORP	R E 2017 - 1ST	RE 2017 18A-4-392	55487	9/26/2017	9/29/2017	63.49		
25	WHITE, MICHAEL ALEXANDER	R E 2014 - 1ST	RE 2014 54-A-38	55482	9/26/2017	9/29/2017	44.04		
26	WHITE, MICHAEL ALEXANDER	R E 2014 - 2ND	RE 2014 54-A-38	55482	9/26/2017	9/29/2017	44.05		
27	WHITE, MICHAEL ALEXANDER	R E 2015 - 1ST	RE 2015 54-A-38	55484	9/26/2017	9/29/2017	44.99		
28	WHITE, MICHAEL ALEXANDER	R E 2015 - 2ND	RE 2015 54-A-38	55484	9/26/2017	9/29/2017	45.00		
29	WHITE, MICHAEL ALEXANDER	R E 2016 - 1ST	RE 2016 54-A-38	55486	9/26/2017	9/29/2017	45.89		
30	WHITE, MICHAEL ALEXANDER	R E 2016 - 2ND	RE 2016 54-A-38	55486	9/26/2017	9/29/2017	45.90		
31								Total:	\$6,213.24
32									
33	PERSONAL PROPERTY TAXES								
34	LANE, COURTNEY LEE	P P 2017 - 1ST	PP 2017 10274	54700	8/28/2017	9/1/2017	36.27		
35	MARTIN, DAMIAN KEITH	P P 2017 - 1ST	PP 2017 7178	55489	9/26/2017	9/29/2017	93.52		
36								Total:	\$129.79
37									
38	OTHER LOCAL TAXES								
39	LANE, COURTNEY LEE	ADMIN FEE VEHICLE LICENSE	PP 2017 10274	54700	8/28/2017	9/1/2017	33.00		
40	MARTIN, DAMIAN KEITH	ADMIN FEE VEHICLE LICENSE	PP 2017 7178	55489	9/26/2017	9/29/2017	33.00		
41								Total:	\$66.00
42									
43	PERMITS/FEES/LICENSES								
44	MARY MARKS	BUILDING PERMITS	SIGN DEPOSIT REF SUP 17:03	092217A	9/28/2017	9/29/2017	90.00		
45								Total:	\$90.00
46									
47	BOARD OF SUPERVISORS								
48	BANK OF AMERICA	ADVERTISING	P-CARD	083117	9/21/2017	9/22/2017	149.95		

	A	B	C	D	F	G	H	J	
1	County of Fluvanna		From Date: 9/1/2017						
2	Accounts Payable List		To Date: 9/30/2017						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
49	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	74.50		
50	FLUVANNA REVIEW	ADVERTISING	LEGAL	2017F35-10	9/7/2017	9/8/2017	175.83		
51	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2017F36-12	9/14/2017	9/15/2017	286.25		
52	FLUVANNA REVIEW	PRINTING AND BINDING	COVER AD	2017F35-8	9/7/2017	9/8/2017	642.84		
53	LINDA LENHERR	PROFESSIONAL SERVICES	REIMBURSEMENT	092217	9/22/2017	9/25/2017	18,132.00		
54	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	14.16		
55	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	221.31		
56								Total:	\$19,696.84
57									
58	COUNTY ADMINISTRATOR								
59	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	225.00		
60	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	6.99		
61	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	10.00		
62	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	435.54		
63	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	8.15		
64	FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0179641-001	8/30/2017	9/1/2017	117.95		
65	FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0179641-001 002	9/7/2017	9/8/2017	117.95		
66	KELLY HARRIS	OFFICE SUPPLIES	REIMBURSEMENT	090117	9/7/2017	9/8/2017	3.16		
67	KODIAK, LLC.	LEASE/RENT	SHRED	63352	8/30/2017	9/1/2017	35.00		
68	KODIAK, LLC.	LEASE/RENT	SHRED	64213	9/14/2017	9/15/2017	35.00		
69	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	6.52		
70	PITNEY BOWES	LEASE/RENT	LEASE	3304274729	9/14/2017	9/15/2017	595.68		
71	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	95.14		
72	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3056623-0	9/14/2017	9/15/2017	49.90		
73	UPS	POSTAL SERVICES	OVERNIGHT DELIVERY	0000Y7646Y367	9/21/2017	9/22/2017	10.35		
74	VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE	T401458	9/28/2017	9/29/2017	214.62		
75	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21169786	9/7/2017	9/8/2017	299.15		
76	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	21233740	9/14/2017	9/15/2017	47.59		
77	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21340842	9/28/2017	9/29/2017	274.70		
78	VLGMA	DUES OR ASSOCIATION	DUES	070117	9/7/2017	9/8/2017	304.26		
79								Total:	\$2,892.65
80									
81	COUNTY ATTORNEY								
82	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	125684	9/14/2017	9/15/2017	25,455.17		
83								Total:	\$25,455.17
84									
85	COMMISSIONER OF THE REVENUE								
86	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	12.18		
87	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	40.27		
88	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	142.51		
89	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	13.58		
90	COMMISSIONERS OF THE REVENUE	CONVENTION AND EDUCATION	COR MEETING	091417	9/7/2017	9/8/2017	40.00		

	A	B	C	D	F	G	H	J	
1	County of Fluvanna		From Date: 9/1/2017						
2	Accounts Payable List		To Date: 9/30/2017						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
91	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	45.04		
92	KODIAK, LLC.	LEASE/RENT	SHRED	63352	8/30/2017	9/1/2017	15.00		
93	KODIAK, LLC.	LEASE/RENT	SHRED	64213	9/14/2017	9/15/2017	15.00		
94	PALMYRA PRESS, INC.	PRINTING AND BINDING	SUPPLIES	3349	8/30/2017	9/1/2017	387.00		
95	PITNEY BOWES	LEASE/RENT	LEASE	3304268587	9/14/2017	9/15/2017	458.88		
96	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	9.99		
97	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	95.30		
98	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	MEMBERSHIP FEE	8895	9/14/2017	9/15/2017	300.00		
99	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3056615-0	8/30/2017	9/1/2017	24.95		
100	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3069391-0	9/14/2017	9/15/2017	9.99		
101	TYLER TECHNOLOGIES	CONVENTION AND EDUCATION	MUNIS MEETING	045201153	9/21/2017	9/22/2017	80.00		
102	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	49.98		
103							Total:	\$1,739.67	
104									
105	TREASURER								
106	BMS DIRECT	POSTAL SERVICES	POSTAGE	118664P	9/7/2017	9/8/2017	3,173.00		
107	BMS DIRECT	POSTAL SERVICES	POSTAGE	118665P	9/7/2017	9/8/2017	6,515.00		
108	BMS DIRECT	PRINTING AND BINDING	POSTAGE	118947	9/28/2017	9/29/2017	190.00		
109	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	2033-2017	9/28/2017	9/29/2017	250.00		
110	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	16.30		
111	FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0179641-001 002	9/7/2017	9/8/2017	82.14		
112	KODIAK, LLC.	LEASE/RENT	SHRED	63352	8/30/2017	9/1/2017	35.00		
113	KODIAK, LLC.	LEASE/RENT	SHRED	64213	9/14/2017	9/15/2017	35.00		
114	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	29.34		
115	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3056612-0	9/7/2017	9/8/2017	39.92		
116	THE SUPPLY ROOM	LEASE/RENT	RENTAL	3069390-0	9/21/2017	9/22/2017	9.99		
117	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	49.98		
118	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21228030	9/7/2017	9/8/2017	131.38		
119							Total:	\$10,557.05	
120									
121	INFORMATION TECHNOLOGY								
122	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	14.99		
123	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	16.50		
124	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	19.99		
125	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	29.99		
126	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	31.00		
127	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	69.84		
128	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	158.16		
129	BANK OF AMERICA	ADP SERVICES	P-CARD	083117	9/21/2017	9/22/2017	491.00		
130	BANK OF AMERICA	ADP SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	13.99		
131	BANK OF AMERICA	ADP SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	54.00		
132	BANK OF AMERICA	ADP SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	75.76		

	A	B	C	D	F	G	H	J
1	County of Fluvanna Accounts Payable List From Date: 9/1/2017 To Date: 9/30/2017 							
2								
3								
4								
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
133	BANK OF AMERICA	ADP SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	89.95	
134	BANK OF AMERICA	ADP SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	142.90	
135	BANK OF AMERICA	ADP SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	175.11	
136	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083117	9/21/2017	9/22/2017	199.00	
137	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	083117	9/21/2017	9/22/2017	340.38	
138	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	083117	9/21/2017	9/22/2017	377.97	
139	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	083117	9/21/2017	9/22/2017	495.30	
140	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	083117	9/21/2017	9/22/2017	169.67	
141	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	5.43	
142	CGS	ADP SERVICES	MAILBOX MAINTENANCE	N000147404	9/28/2017	9/29/2017	305.51	
143	DELL MARKETING, L.P.	EDP EQUIPMENT	DELL SUPPLIES	10186856681	8/30/2017	9/1/2017	1,258.06	
144	DELL MARKETING, L.P.	EDP EQUIPMENT	COMPUTER SUPPLIES	10191980586	9/21/2017	9/22/2017	2,969.74	
145	UNION BANK AND TRUST	LEASE/RENT	SAFE DEPOSIT	70717	9/21/2017	9/22/2017	125.00	
146	VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE	T401458	9/28/2017	9/29/2017	2,421.23	
147	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	139.97	
148						Total:	\$10,190.44	
149								
150	FINANCE							
151	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083117	9/21/2017	9/22/2017	190.00	
152	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	13.58	
153	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	219.87	
154	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3076017-0	9/21/2017	9/22/2017	14.75	
155	UPS	POSTAL SERVICES	OVERNIGHT DELIVERY	0000Y7646Y367	9/21/2017	9/22/2017	7.12	
156	UPS	POSTAL SERVICES	OVERNIGHT DELIVERY	0000Y7646Y377	9/28/2017	9/29/2017	35.19	
157	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21169788	8/30/2017	9/1/2017	169.45	
158	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21340843	9/28/2017	9/29/2017	169.45	
159						Total:	\$819.41	
160								
161	REGISTRAR/ELECTORAL BOARD							
162	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	METER	077942	9/7/2017	9/8/2017	1,866.49	
163	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	6.32	
164	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	37.19	
165	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	352.94	
166	BANK OF AMERICA	POSTAL SERVICES	P-CARD	083117	9/21/2017	9/22/2017	6.59	
167	CENTURYLINK	TELECOMMUNICATIONS	REGISTRARS	459837240 082017	9/21/2017	9/22/2017	260.83	
168	ELECTION SERVICES ONLINE	CONTRACT SERVICES	HARDWARE	1553	9/28/2017	9/29/2017	4,585.00	
169	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	149.43	
170	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3056604-0	8/30/2017	9/1/2017	9.98	
171	THE SUPPLY ROOM	LEASE/RENT	WATER COOLER RENTAL	3069388-0	9/21/2017	9/22/2017	9.99	
172	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	49.98	
173						Total:	\$7,334.74	
174								

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175	HUMAN RESOURCES								
176	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	2.72		
177	FLUVANNA REVIEW	RECRUITMENT	JOB AD	2017535-9	9/7/2017	9/8/2017	63.00		
178	FLUVANNA REVIEW	RECRUITMENT	PAGE AD/EMPLOYMENT	2017F37-8	9/21/2017	9/22/2017	63.00		
179	PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	BROKER FEE	15 FLUVANNA	9/7/2017	9/8/2017	1,203.00		
180	PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECK	540712	9/7/2017	9/8/2017	24.45		
181	RECTOR & VISITORS OF THE UNIVERSITY OF	DUES OR ASSOCIATION	ANNUAL MEMBERSHIP	MCSS3166	9/14/2017	9/15/2017	270.00		
182	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3083355-0	9/28/2017	9/29/2017	83.92		
183	TYLER TECHNOLOGIES	CONVENTION AND EDUCATION	MUNIS MEETING	045-201153	9/21/2017	9/22/2017	40.00		
184	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PRINTER	21194378	9/7/2017	9/8/2017	44.80		
185								Total:	\$1,794.89
186									
187	GENERAL DISTRICT COURT								
188	CENTURYLINK	TELECOMMUNICATIONS	DISTRICT COURT	309871364 081617	8/30/2017	9/1/2017	232.00		
189	KODIAK, LLC.	LEASE/RENT	SHRED	63352	8/30/2017	9/1/2017	15.00		
190	KODIAK, LLC.	LEASE/RENT	SHRED	64213	9/14/2017	9/15/2017	15.00		
191	THE SUPPLY ROOM	MAINTENANCE CONTRACTS	SPRING WATER	3056634-0	9/7/2017	9/8/2017	9.98		
192	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	2 INVOICES PAID	21205745 21039246	9/7/2017	9/8/2017	323.02		
193								Total:	\$595.00
194									
195	COURT SERVICE UNIT								
196	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	10.87		
197	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE	0817	9/7/2017	9/8/2017	70.48		
198	QUILL	OFFICE SUPPLIES	9159037	9133848 9138770	9/7/2017	9/8/2017	93.95		
199	THE SUPPLY ROOM	LEASE/RENT	RENTAL	3069401-0	9/21/2017	9/22/2017	9.99		
200								Total:	\$185.29
201									
202	CLERK OF THE CIRCUIT COURT								
203	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	(\$89.95)		
204	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	89.95		
205	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	134.05		
206	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	21.72		
207	CHARLOTTESVILLE OFFICE MACHINE	PRINTING AND BINDING	TONER	672120	8/30/2017	9/1/2017	70.00		
208	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	BANK SERVICE FEES	091217	9/14/2017	9/15/2017	62.09		
209	KODIAK, LLC.	LEASE/RENT	SHRED	63352	8/30/2017	9/1/2017	15.00		
210	KODIAK, LLC.	LEASE/RENT	SHRED	64213	9/14/2017	9/15/2017	15.00		
211	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	CONTRACT	50071	9/21/2017	9/22/2017	2,541.67		
212	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	26.78		
213	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	111.49		
214	THE SUPPLY ROOM	OFFICE SUPPLIES	SPRING WATER	3056601-0	8/30/2017	9/1/2017	19.96		
215	THE SUPPLY ROOM	OFFICE SUPPLIES	SPRING WATER	3069387-0	9/14/2017	9/15/2017	19.98		
216	TRISTANA TREADWAY	CONVENTION AND EDUCATION	REIMBURSEMENT	091217	9/14/2017	9/15/2017	550.67		

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217	TRISTANA TREADWAY	MILEAGE ALLOWANCES	REIMBURSEMENT	091217	9/14/2017	9/15/2017	163.73		
218	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21305038	9/28/2017	9/29/2017	200.13		
219	VIRGINIA COURT CLERKS' ASSOCIATION	CONVENTION AND EDUCATION	CLASS	091317	9/14/2017	9/15/2017	250.00		
220								Total:	\$4,202.27
221									
222	CIRCUIT COURT JUDGE								
223	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	10.57		
224	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	22.69		
225	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	8.15		
226	CHARLOTTESVILLE OFFICE MACHINE	EDP EQUIPMENT	SUPPLIES	672149	9/7/2017	9/8/2017	550.00		
227	CHAD FREDERICK HARRISON	COMPENSATION-GRAND	GRAND JURY	GJ082017-2	8/30/2017	9/1/2017	30.00		
228	CHARLES BENSON TAPSCOTT	COMPENSATION-GRAND	GRAND JURY	GJ082017-6	8/30/2017	9/1/2017	30.00		
229	ERIC DEWITT CARTER	COMPENSATION-GRAND	GRAND JURY	GJ082017-1	8/30/2017	9/1/2017	30.00		
230	HAROLD DAVID VAUGHAN	COMPENSATION-GRAND	GRAND JURY	GJ082017-7	8/30/2017	9/1/2017	30.00		
231	JAMES COLBURN STEERE	COMPENSATION-GRAND	GRAND JURY	GJ082017-5	8/30/2017	9/1/2017	30.00		
232	JOHN FITZGERALD LAMB	COMPENSATION-GRAND	GRAND JURY	GJ082017-4	8/30/2017	9/1/2017	30.00		
233	RACHEL REBECCA KOZELLA	COMPENSATION-GRAND	GRAND JURY	GJ082017-3	8/30/2017	9/1/2017	30.00		
234								Total:	\$801.41
235									
236	COMMONWEALTH ATTY								
237	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083117	9/21/2017	9/22/2017	141.89		
238	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	12.13		
239	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	12.17		
240	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	14.42		
241	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	16.15		
242	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	30.00		
243	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	42.57		
244	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	71.35		
245	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	662.92		
246	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	1,028.77		
247	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	13.58		
248	JEFF HAISLIP	CONVENTION AND EDUCATION	MILEAGE	092017	9/21/2017	9/22/2017	59.49		
249	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	VA CODE 2017	9592986X	9/28/2017	9/29/2017	78.03		
250	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	SUBSCRIPTION	3091108110	9/7/2017	9/8/2017	130.00		
251	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	9.90		
252	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	8667 091517	9/28/2017	9/29/2017	101.06		
253	SHERRI STADER CAREW	OTHER OPERATING SUPPLIES	REIMBURSEMENT	092017	9/28/2017	9/29/2017	417.59		
254	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	15.74		
255	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	23.92		
256	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	52.59		
257	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	66.89		
258	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	69.39		

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
259	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	148.78		
260	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	290.99		
261	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3056622-0	8/30/2017	9/1/2017	9.98		
262	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3069396-0	9/14/2017	9/15/2017	9.99		
263	VALLEY BUSINESS FORMS	OFFICE SUPPLIES	SUPPLIES	20619	9/28/2017	9/29/2017	171.00		
264	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	49.98		
265							Total:	\$3,751.27	
266									
267	SHERIFF								
268	AARON HURD	CONVENTION AND EDUCATION	REIMBURSEMENT	081417	8/30/2017	9/1/2017	299.70		
269	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	730672372946	8/30/2017	9/1/2017	5.69		
270	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306724933975	9/14/2017	9/15/2017	3.50		
271	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	730672493959	9/14/2017	9/15/2017	3.91		
272	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306725154774	9/14/2017	9/15/2017	9.56		
273	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306724964489	9/14/2017	9/15/2017	14.71		
274	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	730672665704	9/28/2017	9/29/2017	22.02		
275	ADVANCE AUTO PARTS	VEHICLES REP & MAINT	CAR SUPPLIES	7306725655074	9/21/2017	9/22/2017	6.61		
276	ALBEMARLE LOCK & SAFE, INC.	VEHICLES REP & MAINT	SHERIFFS OFFICE	68954	9/14/2017	9/15/2017	339.80		
277	ANDERSON TIRE COMPANY	VEHICLES REP & MAINT	CAR MAINTENANCE	IN22116184	9/14/2017	9/15/2017	83.95		
278	AT&T 286-3642	TELECOMMUNICATIONS	MONTHLY CHARGES	090617	9/21/2017	9/22/2017	128.03		
279	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	85.00		
280	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	103.50		
281	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	083117	9/21/2017	9/22/2017	300.00		
282	BANK OF AMERICA	POLICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	191.90		
283	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	42.49		
284	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	44.08		
285	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	60.59		
286	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	103.10		
287	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	123.11		
288	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	222.56		
289	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	309.30		
290	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	310.61		
291	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD	083117	9/21/2017	9/22/2017	25.00		
292	BANK OF AMERICA	VEHICLE FUEL	P-CARD	083117	9/21/2017	9/22/2017	52.96		
293	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD	083117	9/21/2017	9/22/2017	5.00		
294	BROWN HONDA-DODGE	VEHICLE/POWER EQUIP	CAR MAINTENANCE	71902	9/14/2017	9/15/2017	269.64		
295	BROWN HONDA-DODGE	VEHICLES REP & MAINT	CAR MAINTENANCE	439351	9/7/2017	9/8/2017	102.00		
296	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	REPAIR TIRE	091117	9/14/2017	9/15/2017	15.00		
297	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	083117	9/14/2017	9/15/2017	20.00		
298	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	090617	9/14/2017	9/15/2017	44.00		
299	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	21.73		
300	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309797542 081617	8/30/2017	9/1/2017	159.89		

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301	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	310191749 081617	8/30/2017	9/1/2017	935.99	
302	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309903768 090717	9/21/2017	9/22/2017	148.58	
303	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309797542 091617	9/28/2017	9/29/2017	159.89	
304	CITY OF CHARLOTTESVILLE	BLDGS EQUIP REP & MAINT	FY18 TJA CRISIS INTERVENTION TEAM	CIT2017-1/2YR	9/28/2017	9/29/2017	1,662.50	
305	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING FORK CERTIFICATION	113473	9/21/2017	9/22/2017	12.00	
306	COLONIAL AUTO CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	682557	9/14/2017	9/15/2017	36.01	
307	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	CAR SUPPLIES	015-318626	9/7/2017	9/8/2017	397.94	
308	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	SUPPLIES	015-319170	9/21/2017	9/22/2017	36.10	
309	FLUVANNA REVIEW	ADVERTISING	PAGE AD	2017F37-99	9/21/2017	9/22/2017	87.00	
310	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	008189048	9/14/2017	9/15/2017	274.90	
311	GALLS, LLC.	UNIFORM/WEARING APPAREL	UNIFORM	008166199	9/14/2017	9/15/2017	58.86	
312	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	5,064.50	
313	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	VEHICLES REP & MAINT	SUPPLIES	577364	9/21/2017	9/22/2017	282.55	
314	KODIAK, LLC.	LEASE/RENT	SHRED	63352	8/30/2017	9/1/2017	35.00	
315	KODIAK, LLC.	LEASE/RENT	SHRED	64213	9/14/2017	9/15/2017	35.00	
316	KUSTOM SIGNALS, INC.	POLICE SUPPLIES	SUPPLIES	545337	9/28/2017	9/29/2017	117.00	
317	MANSFIELD OIL COMPANY OF GAINESVILLE,	VEHICLE FUEL	FUEL	SQLCD/349023	9/7/2017	9/8/2017	248.99	
318	MANSFIELD OIL COMPANY OF GAINESVILLE,	VEHICLE FUEL	FUEL	SQLCD/352665	9/21/2017	9/22/2017	83.57	
319	ROBERT LOWRY	VEHICLE FUEL	REIMBURSEMENT	083017	9/14/2017	9/15/2017	20.00	
320	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	68009	9/14/2017	9/15/2017	16.00	
321	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	082017	8/20/2017	9/1/2017	520.99	
322	PITNEY BOWES	LEASE/RENT	LEASE	3304311721	9/14/2017	9/15/2017	192.00	
323	PORTER LEE CORPORATION	OFFICE SUPPLIES	SUPPLIES	19466	8/30/2017	9/1/2017	127.64	
324	SHIRLEYS UNIFORMS	UNIFORM/WEARING APPAREL	UNIFORM PATCHES	A4570	9/28/2017	9/29/2017	234.00	
325	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001814	8/30/2017	9/1/2017	16.00	
326	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001813	8/30/2017	9/1/2017	30.00	
327	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	1001815	8/30/2017	9/1/2017	30.00	
328	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001816	8/30/2017	9/1/2017	30.00	
329	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001817	8/30/2017	9/1/2017	30.00	
330	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	1001819	9/14/2017	9/15/2017	14.00	
331	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001818	9/14/2017	9/15/2017	16.00	
332	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001820	9/28/2017	9/29/2017	34.00	
333	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	192.10	
334	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3069389-0	9/14/2017	9/15/2017	29.97	
335	TOWN GUN SHOP, INC.	POLICE SUPPLIES	POLICE SUPPLIES	9065	8/30/2017	9/1/2017	908.00	
336	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	MEDICAL EXAMINER	071817	9/7/2017	9/8/2017	20.00	
337	VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE	T401458	9/28/2017	9/29/2017	392.31	
338	VALLEY OFFICE MACHINES, INC.	LEASE/RENT	COPIER	170908-0018	9/21/2017	9/22/2017	25.31	
339	VALLEY OFFICE MACHINES, INC.	LEASE/RENT	COPIER	170908-0017	9/21/2017	9/22/2017	38.98	
340	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09095487	8/30/2017	9/1/2017	21.75	
341	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09228923	9/28/2017	9/29/2017	20.76	
342	VERIZON WIRELESS	INVESTIGATIVE SERVICES	SMS INFO	170193746	9/14/2017	9/15/2017	50.00	



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343	VERIZON WIRELESS	INVESTIGATIVE SERVICES	SMS	170193723	9/14/2017	9/15/2017	100.00		
344	VERIZON	TELECOMMUNICATIONS	SHERIFF	9792385428	9/21/2017	9/22/2017	1,895.36		
345	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21243168	9/14/2017	9/15/2017	77.72		
346	VRS	LINE OF DUTY	LINE OF DUTY ACT	LODA-IMP-55132	9/14/2017	9/15/2017	608.94		
347	WAGNER'S MOBILE GLASS & MIRROR	VEHICLES REP & MAINT	REPAIRS	1006599	8/30/2017	9/1/2017	290.00		
348	WATCH GUARD	POLICE SUPPLIES	SUPPLIES	ACCINV0012508	9/21/2017	9/22/2017	300.00		
349	WELLS FARGO VENDOR FIN SERV	LEASE/RENT	COPIER	67466263	9/7/2017	9/8/2017	364.90		
350	WELLS FARGO VENDOR FIN SERV	LEASE/RENT	COPIER	67493518	9/14/2017	9/15/2017	289.90		
351	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	34239	9/7/2017	9/8/2017	176.33		
352	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	34281	9/14/2017	9/15/2017	90.75		
353								Total:	\$20,409.03
354									
355	E911								
356	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083117	9/21/2017	9/22/2017	12.71		
357	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083117	9/21/2017	9/22/2017	19.95		
358	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	250.00		
359	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	083117	9/21/2017	9/22/2017	228.00		
360	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD	083117	9/21/2017	9/22/2017	6.28		
361	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD	083117	9/21/2017	9/22/2017	37.99		
362	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD	083117	9/21/2017	9/22/2017	39.44		
363	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	2.72		
364	CENTURYLINK	TELECOMMUNICATIONS	E911	310214091 081917	9/14/2017	9/15/2017	960.80		
365	COMCAST CORPORATION	TELECOMMUNICATIONS	MONTHLY CHARGES	46933 090317	9/21/2017	9/22/2017	76.84		
366	JOEL A. ZELINSKY	E911 NEW ROAD SIGNS	ADDRESS PLATE	3004	9/14/2017	9/15/2017	775.65		
367	NWG SOLUTIONS, LLC.	IT SERVICES	MANAGED SERVICES	41739	9/14/2017	9/15/2017	875.00		
368	NWG SOLUTIONS, LLC.	IT SERVICES	BLOCK TIME RENEWAL	41723	9/14/2017	9/15/2017	2,500.00		
369	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	MONTHLY DATTO	41735	9/14/2017	9/15/2017	1,103.70		
370	VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE	T401458	9/28/2017	9/29/2017	392.31		
371	VERIZON	TELECOMMUNICATIONS	SHERIFF	9792385428	9/21/2017	9/22/2017	379.94		
372	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21243168	9/14/2017	9/15/2017	77.73		
373								Total:	\$7,739.06
374									
375	FIRE AND RESCUE SQUAD								
376	BRIAN SCOTT CARPENTER	CONVENTION AND EDUCATION	INSTRUCTOR FEE/HAZMAT COURSE	090214	9/7/2017	9/8/2017	900.00		
377	RECTOR & VISITORS OF THE UNIVERSITY OF	CONVENTION AND EDUCATION	EMT TUITION	072717	9/7/2017	9/8/2017	1,000.00		
378	RICH CONSTANTINO	CONVENTION AND EDUCATION	REIMBURSEMENT	081417	9/7/2017	9/8/2017	338.65		
379	VFIS	VEHICLE INSURANCE	POLICY PREMIUM	256059112	4/1/2017	9/8/2017	1,167.00		
380	VRS	LINE OF DUTY	LINE OF DUTY ACT	LODA-IMP-55132	9/14/2017	9/15/2017	775.04		
381								Total:	\$4,180.69
382									
383	CORRECTION AND DETENTION								
384	CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	FY17/18 2ND QTR	100117F	9/21/2017	9/22/2017	320,512.50		

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385	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	FY18 SEP17	FY2018-00000182	9/7/2017	9/8/2017	14,194.92		
386	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	OCT 2017	FY2018-00000299	9/28/2017	9/29/2017	14,194.92		
387								Total:	\$348,902.34
388									
389	BUILDING INSPECTIONS								
390	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083117	9/21/2017	9/22/2017	20.05		
391	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	199.00		
392	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	8.15		
393	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	66.97		
394	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	16.76		
395	TREASURER OF VIRGINIA	SURCHARGE	PERMIT FEES	LV201804	9/28/2017	9/29/2017	543.58		
396	TREASURER OF VIRGINIA	SURCHARGE	PERMIT FEES	LV201802	9/28/2017	9/29/2017	662.94		
397	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	99.96		
398								Total:	\$1,617.41
399									
400	EMERGENCY MANAGEMENT								
401	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	2.72		
402	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	201.78		
403	RECTOR & VISITORS OF THE UNIVERSITY OF	CONTRACT SERVICES	EMS COVERAGE	083117	9/21/2017	9/22/2017	48,698.19		
404	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	59.98		
405								Total:	\$48,962.67
406									
407	ANIMAL CONTROL								
408	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	21.59		
409	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083117	9/21/2017	9/22/2017	137.06		
410	FORK UNION ANIMAL CLINIC	PROFESSIONAL SERVICES	SISSY	082517	9/7/2017	9/8/2017	403.41		
411	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	524.98		
412	NATIONAL ANIMAL CARE & CONTROL ASSOC.	CONVENTION AND EDUCATION	TRAINING CONFERENCE	200003828	9/14/2017	9/15/2017	500.00		
413	TRIPP VMD LLC	PROFESSIONAL SERVICES	STRAY	39160	9/7/2017	9/8/2017	52.69		
414	VERIZON	TELECOMMUNICATIONS	SHERIFF	9792385428	9/21/2017	9/22/2017	179.98		
415	VRS	LINE OF DUTY	LINE OF DUTY ACT	LODA-IMP-55132	9/14/2017	9/15/2017	35.82		
416								Total:	\$1,855.53
417									
418	FACILITIES								
419	ALBEMARLE LOCK & SAFE, INC.	GENERAL MATERIALS AND	SUPPLIES	69274	9/28/2017	9/29/2017	10.00		
420	ALBEMARLE LOCK & SAFE, INC.	VEHICLES REP & MAINT	KEY	68600	8/30/2017	9/1/2017	40.00		
421	ALBEMARLE LOCK & SAFE, INC.	VEHICLES REP & MAINT	SUPPLIES	69280	9/28/2017	9/29/2017	126.20		
422	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	REPAIRS	114842	9/28/2017	9/29/2017	315.00		
423	BANK OF AMERICA	CONTRACT SERVICES	P-CARD	083117	9/21/2017	9/22/2017	60.75		
424	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083117	9/21/2017	9/22/2017	79.96		
425	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083117	9/21/2017	9/22/2017	401.03		
426	BANK OF AMERICA	JANITORIAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	495.71		



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427	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083117	9/21/2017	9/22/2017	10.51	
428	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083117	9/21/2017	9/22/2017	120.00	
429	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083117	9/21/2017	9/22/2017	240.00	
430	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083117	9/21/2017	9/22/2017	809.55	
431	BARRETT TREE SERVICE, INC.	CONTRACT SERVICES	TREE REMOVAL/TREE TRIM	082217	8/30/2017	9/1/2017	2,200.00	
432	BROWN MOTOR PARTS, INC.	VEHICLES REP & MAINT	CAR SUPPLIES	84791	9/14/2017	9/15/2017	80.14	
433	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRES	081817	8/30/2017	9/1/2017	591.96	
434	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR SUPPLIES	091217	9/28/2017	9/29/2017	101.99	
435	CARROT-TOP INDUSTRIES, INC.	GENERAL MATERIALS AND	SUPPLIES	35835600	8/30/2017	9/1/2017	492.11	
436	CARROT-TOP INDUSTRIES, INC.	GENERAL MATERIALS AND	SUPPLIES	35872700	9/7/2017	9/8/2017	441.49	
437	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	10.87	
438	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3505	41811	8/30/2017	9/1/2017	1,099.70	
439	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3387	41838	9/7/2017	9/8/2017	174.56	
440	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3394	41839	9/7/2017	9/8/2017	501.24	
441	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3384	41837	9/7/2017	9/8/2017	1,623.05	
442	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3458	41842	9/7/2017	9/8/2017	1,991.28	
443	CII SERVICE	BLDGS EQUIP REP & MAINT	OLD COURTHOUSE	41856	9/14/2017	9/15/2017	1,195.34	
444	CII SERVICE	BLDGS EQUIP REP & MAINT	OLD COURTHOUSE	41857	9/14/2017	9/15/2017	1,912.00	
445	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3597	42022	9/28/2017	9/29/2017	352.38	
446	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3518	42014	9/28/2017	9/29/2017	366.75	
447	CII SERVICE	BLDGS EQUIP REP & MAINT	COURT	41954	9/28/2017	9/29/2017	423.62	
448	CII SERVICE	BLDGS EQUIP REP & MAINT	FIRE HOUSE	41955	9/28/2017	9/29/2017	608.04	
449	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3581	42018	9/28/2017	9/29/2017	788.70	
450	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3469	42012	9/28/2017	9/29/2017	2,031.10	
451	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394137162	8/30/2017	9/1/2017	73.75	
452	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394139129	9/7/2017	9/8/2017	73.75	
453	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394141146	9/14/2017	9/15/2017	76.89	
454	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394141147	9/14/2017	9/15/2017	692.27	
455	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394143103	9/21/2017	9/22/2017	47.14	
456	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394145072	9/28/2017	9/29/2017	630.08	
457	COMMONWEALTH DISTRIBUTION, LLC.	GENERAL MATERIALS AND	SUPPLIES	64088	9/28/2017	9/29/2017	497.32	
458	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	63877	9/21/2017	9/22/2017	150.00	
459	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	63875	9/21/2017	9/22/2017	1,275.62	
460	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	63571	9/28/2017	9/29/2017	253.10	
461	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	083117	9/14/2017	9/15/2017	268.19	
462	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	CUNNINGHAM/COLUMBIA LAWN	7976	9/14/2017	9/15/2017	780.00	
463	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	LAWN WORK	7658	9/28/2017	9/29/2017	520.00	
464	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	LAWN WORK	8025	9/28/2017	9/29/2017	580.00	
465	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	LAWN MAINTENANCE	8026	9/28/2017	9/29/2017	745.00	
466	GARDNER SHOES CHARLOTTESVILLE LLC	GENERAL MATERIALS AND	SHOES	05131916	9/14/2017	9/15/2017	1,960.29	
467	GARY OSTEEN PLUMBING	BLDGS EQUIP REP & MAINT	REPAIRS	082917	8/30/2017	9/1/2017	75.00	
468	GARY OSTEEN PLUMBING	BLDGS EQUIP REP & MAINT	REPAIRS	082917A	8/30/2017	9/1/2017	555.00	



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469	GARY OSTEEN PLUMBING	BLDGS EQUIP REP & MAINT	REPAIRS	090117	9/7/2017	9/8/2017	285.00		
470	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	1,561.34		
471	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	BLDGS EQUIP REP & MAINT	CAR SUPPLIES	083117	9/14/2017	9/15/2017	14.23		
472	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	GENERAL MATERIALS AND	CAR SUPPLIES	083117	9/14/2017	9/15/2017	8.67		
473	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	VEHICLES REP & MAINT	CAR SUPPLIES	083117	9/14/2017	9/15/2017	1,440.69		
474	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	082517	9/7/2017	9/8/2017	1,294.91		
475	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	082517	9/7/2017	9/8/2017	1,155.95		
476	LOWE'S	JANITORIAL SUPPLIES	SUPPLIES	082517	9/7/2017	9/8/2017	146.21		
477	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0031970	9/7/2017	9/8/2017	99.95		
478	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0032150	9/14/2017	9/15/2017	16.00		
479	MJC DESIGNS, LLC.	BLDGS EQUIP REP & MAINT	SUPPLIES	2535	9/7/2017	9/8/2017	90.40		
480	QUALITY WELDING, INC	GENERAL MATERIALS AND	SUPPLIES	40521	9/14/2017	9/15/2017	58.70		
481	QUALITY WELDING, INC	GENERAL MATERIALS AND	SUPPLIES	40578	9/28/2017	9/29/2017	255.20		
482	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	SERVICE CALL	7472	9/7/2017	9/8/2017	75.00		
483	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	SERVICE CALL	7473	9/7/2017	9/8/2017	100.00		
484	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	SERVICE CALL	7471	9/7/2017	9/8/2017	230.00		
485	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	MAINTENANCE	7474	9/7/2017	9/8/2017	505.00		
486	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	REPAIRS	7477	9/14/2017	9/15/2017	5,523.00		
487	RICH MASONRY, INC.	BLDGS EQUIP REP & MAINT	REPAIRS	542	9/28/2017	9/29/2017	5,706.87		
488	ROBERTSON ELECTRIC	BLDGS EQUIP REP & MAINT	REPAIRS	H200532	9/28/2017	9/29/2017	441.00		
489	RUHLMAN'S HAULING	BLDGS EQUIP REP & MAINT	GRAVEL	090617	9/14/2017	9/15/2017	1,620.05		
490	TANNERS AUTO GLASS	VEHICLES REP & MAINT	REPAIRS	0721	8/30/2017	9/1/2017	195.00		
491	THE SUPPLY ROOM	GENERAL MATERIALS AND	SUPPLIES	3084930-0	9/28/2017	9/29/2017	56.92		
492	TRACTOR HILL EQUIPMENT, LLC.	VEHICLE/POWER EQUIP	EQUIPMENT	47588	9/14/2017	9/15/2017	895.00		
493	USABLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	358493	9/14/2017	9/15/2017	26.95		
494	USABLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	358707	9/14/2017	9/15/2017	580.87		
495	USABLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	368475	9/28/2017	9/29/2017	80.36		
496	USABLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	366525	9/28/2017	9/29/2017	173.14		
497	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	1,333.22		
498	WAYNE OXYGEN & WELDING SUPPLY CO.	CONTRACT SERVICES	LEASE	63448G	9/7/2017	9/8/2017	221.52		
499								Total:	\$53,139.58
500									
501	GENERAL SERVICES								
502	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929310552932 090617	9/14/2017	9/15/2017	20.61		
503	AQUA VIRGINIA, INC.	WATER SERVICES	REGISTRAR	7970740556855 090617	9/14/2017	9/15/2017	20.61		
504	AQUA VIRGINIA, INC.	WATER SERVICES	181 MAIN ST	15301850550900 90617	9/14/2017	9/15/2017	22.86		
505	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929300552931 090617	9/14/2017	9/15/2017	80.45		
506	AQUA VIRGINIA, INC.	WATER SERVICES	132 MAIN ST	7800100540828 090617	9/14/2017	9/15/2017	90.73		
507	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2116106	9/7/2017	9/8/2017	390.00		
508	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNUAL INSPECTION	2121278	9/14/2017	9/15/2017	340.00		
509	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNUAL INSPECTION	2121280	9/14/2017	9/15/2017	340.00		
510	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNUAL INSPECTION	2121281	9/14/2017	9/15/2017	340.00		

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511	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2120809	9/14/2017	9/15/2017	390.00	
512	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2120810	9/14/2017	9/15/2017	390.00	
513	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNUAL INSPECTION	2121279	9/14/2017	9/15/2017	400.00	
514	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	GROUND FAULT	2119882	9/14/2017	9/15/2017	507.22	
515	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE	105221-006 081617	8/30/2017	9/1/2017	28.39	
516	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-003 081617	8/30/2017	9/1/2017	28.39	
517	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 081617	8/30/2017	9/1/2017	28.39	
518	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	203061-001 081617	8/30/2017	9/1/2017	28.98	
519	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFF PKWY	85473-003 081617	8/30/2017	9/1/2017	29.66	
520	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-002 081617	8/30/2017	9/1/2017	30.39	
521	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-009-081617	8/30/2017	9/1/2017	30.39	
522	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	105221-007 081617	8/30/2017	9/1/2017	30.51	
523	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	105221-008 081617	8/30/2017	9/1/2017	31.44	
524	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	275904-006 081617	8/30/2017	9/1/2017	31.82	
525	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-003 081617	8/30/2017	9/1/2017	37.06	
526	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	W RIVER RD	275904-008 081617	8/30/2017	9/1/2017	42.34	
527	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK	105221-004 081617	8/30/2017	9/1/2017	46.20	
528	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK	105221-001 081617	8/30/2017	9/1/2017	127.62	
529	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	275904-002 081617	8/30/2017	9/1/2017	150.51	
530	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 W WILMINGTON RD	85473-0016 081617	8/30/2017	9/1/2017	173.21	
531	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	2977 W RIVER RD	275904-010 081617	8/30/2017	9/1/2017	188.41	
532	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	85473-005 081617	8/30/2017	9/1/2017	206.59	
533	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER	275904-009 081617	8/30/2017	9/1/2017	312.26	
534	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	275904-004 081617	8/30/2017	9/1/2017	331.57	
535	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE	275907-002 090617	9/14/2017	9/15/2017	549.50	
536	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-005 083017	9/14/2017	9/15/2017	779.25	
537	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	214 COMMONS BLVD	275906-001 083017	9/14/2017	9/15/2017	1,615.37	
538	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 083017	9/14/2017	9/15/2017	1,956.04	
539	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-003 091917	9/28/2017	9/29/2017	28.39	
540	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 091917	9/28/2017	9/29/2017	28.39	
541	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	203061-001 091917	9/28/2017	9/29/2017	28.78	
542	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFF PKWY	85473-003 091917	9/28/2017	9/29/2017	28.78	
543	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-009 091917	9/28/2017	9/29/2017	30.39	
544	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	105221-008 091917	9/28/2017	9/29/2017	31.67	
545	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-002 091917	9/28/2017	9/29/2017	40.74	
546	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	W RIVER RD	275904-008 091917	9/28/2017	9/29/2017	42.43	
547	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK	105221-004 091917	9/28/2017	9/29/2017	46.01	
548	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	2759041-006 091917	9/28/2017	9/29/2017	46.11	
549	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GR	105221-006 091917	9/28/2017	9/29/2017	62.15	
550	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	105221-007 091917	9/28/2017	9/29/2017	118.84	
551	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	275904-002 091917	9/28/2017	9/29/2017	121.55	
552	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK	105221-001 091917	9/28/2017	9/29/2017	139.37	



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553	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	2977 W RIVER RD	275904-010 091917	9/28/2017	9/29/2017	175.29	
554	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-006 091917	9/28/2017	9/29/2017	203.32	
555	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	85473-005 091917	9/28/2017	9/29/2017	220.80	
556	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-003 091917	9/28/2017	9/29/2017	292.79	
557	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR	275904-004 091917	9/28/2017	9/29/2017	300.32	
558	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER	275904-009 091917	9/28/2017	9/29/2017	351.68	
559	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	85473-001 081617	8/30/2017	9/1/2017	105.21	
560	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	85473-001 091917	9/28/2017	9/29/2017	57.55	
561	CENTURYLINK 589-8525	TELECOMMUNICATIONS	MONTHLY CHARGES	A389510	9/14/2017	9/15/2017	50.00	
562	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309428096 081617	8/30/2017	9/1/2017	42.35	
563	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309697981 081617	8/30/2017	9/1/2017	51.23	
564	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 081617	8/30/2017	9/1/2017	52.90	
565	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 081617	8/30/2017	9/1/2017	103.21	
566	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	667.06	
567	CENTURYLINK	TELECOMMUNICATIONS	RESQUE SQUAD	310110229 081617	9/7/2017	9/8/2017	179.49	
568	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309363296 081617	9/7/2017	9/8/2017	523.61	
569	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309428096 091617	9/28/2017	9/29/2017	42.35	
570	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309697981 091617	9/28/2017	9/29/2017	51.23	
571	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 091617	9/28/2017	9/29/2017	52.90	
572	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 091617	9/28/2017	9/29/2017	103.21	
573	CENTURYLINK	TELECOMMUNICATIONS	RESQUE SQUAD	310110229 091617	9/28/2017	9/29/2017	179.56	
574	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309363296 091617	9/28/2017	9/29/2017	523.61	
575	CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	41965	9/28/2017	9/29/2017	3,229.00	
576	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5008518410	9/14/2017	9/15/2017	197.84	
577	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5008916120	9/28/2017	9/29/2017	103.96	
578	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5008916118	9/28/2017	9/29/2017	780.62	
579	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	3023889169 082417	9/7/2017	9/8/2017	30.82	
580	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL MUSEUM	1424085007 082417	9/7/2017	9/8/2017	43.81	
581	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE RT 1001	4501632147 082417	9/7/2017	9/8/2017	72.50	
582	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	181 MAIN ST	6274752663 082817	9/7/2017	9/8/2017	214.54	
583	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	90 RESCUE LN	4894115007 082417	9/7/2017	9/8/2017	257.10	
584	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0084297506 082417	9/7/2017	9/8/2017	298.60	
585	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	35 COURT SQ	1144090006 082417	9/7/2017	9/8/2017	351.26	
586	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS	4144237502 082417	9/7/2017	9/8/2017	406.50	
587	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14567 JAMES MAD HWY	1005898992 082417	9/7/2017	9/8/2017	596.03	
588	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	34 PALMYRA WAY	1024205005 082417	9/7/2017	9/8/2017	610.25	
589	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5753 JAMES MAD HWY	4834680458 082417	9/7/2017	9/8/2017	649.46	
590	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMUNITY CENTER	4331888158 082417	9/7/2017	9/8/2017	729.03	
591	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	1404067504 082417	9/7/2017	9/8/2017	982.18	
592	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0074032509 082417	9/7/2017	9/8/2017	1,656.24	
593	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	8895892548 082417	9/7/2017	9/8/2017	3,391.29	
594	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8838 JAMES MAD HWY	9974215007 082817	9/14/2017	9/15/2017	6.88	



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595	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 082817	9/14/2017	9/15/2017	12.41	
596	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 082817	9/14/2017	9/15/2017	16.42	
597	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 082817	9/14/2017	9/15/2017	34.76	
598	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER	5699060132 082817	9/14/2017	9/15/2017	36.39	
599	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0274195007 082817	9/14/2017	9/15/2017	41.81	
600	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0692200942 082817	9/14/2017	9/15/2017	66.38	
601	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 082817	9/14/2017	9/15/2017	136.10	
602	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 082817	9/14/2017	9/15/2017	146.12	
603	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	1038 BREMO RD	6260822157 082817	9/14/2017	9/15/2017	195.93	
604	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 082817	9/14/2017	9/15/2017	464.60	
605	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MAD HWY	2554330007 082817	9/14/2017	9/15/2017	573.03	
606	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA STREET LIGHTS	4210122349 082817	9/7/2017	9/8/2017	202.72	
607	DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE POST OFFICE	7080078962 082817	9/14/2017	9/15/2017	63.63	
608	DOMINION VIRGINIA POWER	STREET LIGHTS	MASONIC LODGE	9609027314 082817	9/14/2017	9/15/2017	68.00	
609	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 082817	9/14/2017	9/15/2017	474.38	
610	INTRASTATE PEST	MAINTENANCE CONTRACTS	PALMYRA FIRE STATION	942271	9/28/2017	9/29/2017	38.00	
611	INTRASTATE PEST	MAINTENANCE CONTRACTS	KENTS STORE FIRE STATION	942272	9/28/2017	9/29/2017	38.00	
612	INTRASTATE PEST	MAINTENANCE CONTRACTS	FORK UNION COMM CENTER	940158 947348	9/28/2017	9/29/2017	56.00	
613	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	940175 947367	9/28/2017	9/29/2017	64.00	
614	INTRASTATE PEST	MAINTENANCE CONTRACTS	90 RESCUE LANE	936036 942081	9/28/2017	9/29/2017	68.00	
615	INTRASTATE PEST	MAINTENANCE CONTRACTS	FORK UNION FIRE STATION	929678 942270	9/28/2017	9/29/2017	76.00	
616	INTRASTATE PEST	MAINTENANCE CONTRACTS	OLD STONE JAIL	942365	9/28/2017	9/29/2017	85.00	
617	INTRASTATE PEST	MAINTENANCE CONTRACTS	BASEBALL/SOFTBALL FIELD	10181544 91517	9/28/2017	9/29/2017	120.00	
618	INTRASTATE PEST	MAINTENANCE CONTRACTS	SOCCER/BASEBALL FIELD	10181545 091517	9/28/2017	9/29/2017	120.00	
619	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK	10105783 091517	9/28/2017	9/29/2017	206.00	
620	INTRASTATE PEST	MAINTENANCE CONTRACTS	PALMYRA VILLAGE	10105771 091517	9/28/2017	9/29/2017	254.00	
621	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	WASTE CONTAINERS	0410-000637555	9/14/2017	9/15/2017	1,734.42	
622	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	1748196	9/28/2017	9/29/2017	539.89	
623	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	1748237	9/28/2017	9/29/2017	628.51	
624	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3056627-0	8/30/2017	9/1/2017	34.93	
625	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3056630-0	9/7/2017	9/8/2017	19.96	
626	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3037759-0	9/14/2017	9/15/2017	9.99	
627	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3069392-0	9/14/2017	9/15/2017	9.99	
628	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3069398-0	9/14/2017	9/15/2017	9.99	
629	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3069399-0	9/14/2017	9/15/2017	19.98	
630	THE SUPPLY ROOM	WATER SERVICES	SPRING WATER	3056617-0	9/14/2017	9/15/2017	59.88	
631	THE SUPPLY ROOM	WATER SERVICES	5 GALLON	3091931-0	9/28/2017	9/29/2017	9.98	
632	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	375894	9/7/2017	9/8/2017	244.57	
633	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	390130	9/14/2017	9/15/2017	13.73	
634	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	390117	9/14/2017	9/15/2017	35.80	
635	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	390242	9/14/2017	9/15/2017	54.21	
636	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	390206	9/14/2017	9/15/2017	74.69	



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637	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	390044	9/14/2017	9/15/2017	103.33		
638	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	390229	9/14/2017	9/15/2017	184.32		
639	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	367323	9/14/2017	9/15/2017	328.81		
640	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	390236	9/14/2017	9/15/2017	420.30		
641	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	390206A	9/14/2017	9/15/2017	879.76		
642	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	390216	9/14/2017	9/15/2017	886.39		
643	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	397025	9/28/2017	9/29/2017	138.42		
644	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	397046	9/28/2017	9/29/2017	1,277.58		
645	TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	33576	9/28/2017	9/29/2017	13.83		
646	TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	33578	9/28/2017	9/29/2017	13.83		
647	TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	33575	9/28/2017	9/29/2017	16.12		
648	TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS BLVD	33587	9/28/2017	9/29/2017	17.65		
649	TREASURER, FLUVANNA CO	SEWER SERVICES	1730 THOMAS PKWY	33597	9/28/2017	9/29/2017	17.65		
650	TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS BLVD	33586	9/28/2017	9/29/2017	25.30		
651	TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	33569	9/28/2017	9/29/2017	36.78		
652	TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	33568	9/28/2017	9/29/2017	44.43		
653	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	33314	9/28/2017	9/29/2017	21.00		
654	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	33502	9/28/2017	9/29/2017	21.00		
655	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	33503	9/28/2017	9/29/2017	21.00		
656	TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MAD HWY	33504	9/28/2017	9/29/2017	30.90		
657	TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MAD HWY	33447	9/28/2017	9/29/2017	38.60		
658	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	33316	9/28/2017	9/29/2017	83.70		
659	VERTIV SERVICES INC	MAINTENANCE CONTRACTS	MAINTENANCE	57463208	9/14/2017	9/15/2017	10,203.29		
660								Total:	\$51,860.14
661									
662	PUBLIC WORKS								
663	BANK OF AMERICA	VEHICLE	P-CARD	083117	9/21/2017	9/22/2017	5.00		
664	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	8.15		
665	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	119.04		
666	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	99.96		
667	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21205747	9/7/2017	9/8/2017	93.04		
668	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21233741	9/14/2017	9/15/2017	249.04		
669								Total:	\$574.23
670									
671	CONVENIENCE CENTER								
672	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000006028	8/30/2017	9/1/2017	2,735.87		
673	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4147-000006040	9/14/2017	9/15/2017	2,804.73		
674	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000006044	9/28/2017	9/29/2017	2,136.38		
675	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	CAR MAINTENANCE	090517	9/14/2017	9/15/2017	126.00		
676	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	DISPOSAL	071117	9/28/2017	9/29/2017	156.00		
677	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL	310392717 081617	8/30/2017	9/1/2017	67.20		
678	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL	310392717 091617	9/28/2017	9/29/2017	68.83		



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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
679	HERITAGE CRYSTALCLEAN, LLC	BLDGS EQUIP REP & MAINT	USED OIL	14774210	9/28/2017	9/29/2017	160.00		
680	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	161.78		
681	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	102842	9/7/2017	9/8/2017	60.00		
682	TREASURER OF VIRGINIA	PERMITS AND FEES	SOLID WASTE	904488	8/30/2017	9/1/2017	1,097.00		
683	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	90.18		
684								Total:	\$9,663.97
685									
686	LANDFILL POST CLOSURE								
687	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	LFG SAMPLING	2017050397	5/31/2017	9/22/2017	915.50		
688								Total:	\$915.50
689									
690	JAMES RIVER WATER AUTHORITY								
691	JAMES RIVER WATER AUTHORITY	JRWA DEBT PAYMENT	FY18 INTEREST/PRINCIPAL	JRWA082317	9/21/2017	9/22/2017	149,945.64		
692								Total:	\$149,945.64
693									
694	HEALTH								
695	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	147.89		
696								Total:	\$147.89
697									
698	CSA								
699	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	2.72		
700	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	150.51		
701	PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS/MOELLER	418	9/21/2017	9/22/2017	43.97		
702	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	(\$5.76)		
703	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	8.97		
704	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	17.94		
705	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	98.49		
706	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	119.61		
707	THOMAS BROTHER SOFTWARE	PROFESSIONAL SERVICES	SOCIAL PROGRAM UPDATE	091617	9/28/2017	9/29/2017	100.00		
708	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21169787	8/30/2017	9/1/2017	62.26		
709	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21325673	9/28/2017	9/29/2017	48.98		
710								Total:	\$647.69
711									
712	CSA PURCHASE OF SERVICES								
713		COMM SVCS		P08919508803	8/31/2017	9/15/2017	480.00		
714	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P07919519688	7/31/2017	9/8/2017	750.00		
715	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P08000823176	8/31/2017	9/8/2017	1,125.00		
716	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P08000823375	8/31/2017	9/8/2017	1,125.00		
717	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P08000900201	8/31/2017	9/15/2017	1,250.00		
718	BOYS AND GIRLS CLUBS OF HARRISONBURG	COMM SVCS		P06000824062	6/30/2017	9/1/2017	165.00		
719	BRIDGE FOR GOOD ENTERPRISES LLC	POS MAND SVCS IN PUBLIC		P02000813863	2/28/2017	9/1/2017	300.00		
720	CHILD CARE NETWORK	COMM SVCS		P08919507933	8/31/2017	9/22/2017	690.00		



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721	COMMONWEALTH CATHOLIC CHARITIES	COMM SVCS		P04919344696	4/30/2017	9/15/2017	60.00	
722	COMMONWEALTH CATHOLIC CHARITIES	COMM SVCS		P04919344521	4/30/2017	9/22/2017	85.00	
723	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P07919505289	7/31/2017	9/8/2017	2,675.00	
724	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P04919528697	4/30/2017	9/15/2017	930.00	
725	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P05919528699	5/31/2017	9/15/2017	1,650.00	
726	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P06919528698	6/30/2017	9/15/2017	1,890.00	
727	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P08919505234	8/31/2017	9/22/2017	2,575.00	
728	DETOUR MENTORING	COMM SVCS		P08919511381	8/31/2017	9/8/2017	550.00	
729	DETOUR MENTORING	COMM SVCS		P08919512685	8/31/2017	9/8/2017	990.00	
730	DETOUR MENTORING	COMM SVCS		P08000828187	8/31/2017	9/8/2017	1,210.00	
731	DETOUR MENTORING	COMM SVCS		P08919511284	8/31/2017	9/8/2017	1,320.00	
732	DETOUR MENTORING	COMM SVCS		P08000822778	8/31/2017	9/8/2017	1,595.00	
733	DETOUR MENTORING	COMM SVCS		P08919511186	8/31/2017	9/8/2017	1,595.00	
734	DETOUR MENTORING	COMM SVCS		P08919511682	8/31/2017	9/8/2017	1,760.00	
735	DETOUR MENTORING	COMM SVCS		P08919511583	8/31/2017	9/8/2017	1,870.00	
736	DETOUR MENTORING	COMM SVCS		P08919511780	8/31/2017	9/8/2017	1,925.00	
737	DETOUR MENTORING	COMM SVCS		P08919511879	8/31/2017	9/8/2017	1,925.00	
738		POS MANDATED FFOP		P08919507516	8/31/2017	9/15/2017	1,820.00	
739		POS MANDATED FFOP		P08919506217	8/31/2017	9/15/2017	2,268.00	
740	DISCOVERY SCHOOL	RES. CONG. CARE		P07000829061	7/31/2017	9/1/2017	6,262.00	
741	DISCOVERY SCHOOL	RES. CONG. CARE		P08000829095	8/31/2017	9/8/2017	6,262.00	
742	DISCOVERY SCHOOL	RES. CONG. CARE		P08919506394	8/31/2017	9/8/2017	6,262.00	
743	DISCOVERY SCHOOL	RES. CONG. CARE		P08000824520	8/31/2017	9/15/2017	5,952.00	
744	ELK HILL	COMM SVCS		P08919506036	8/31/2017	9/22/2017	550.00	
745	ELK HILL	COMM SVCS		P08919507635	8/31/2017	9/22/2017	660.00	
746	FAMILY PRESERVATION SERV.	COMM SVCS		P07000827158	7/31/2017	9/1/2017	1,125.00	
747	FAMILY PRESERVATION SERV.	COMM SVCS		P07000827359	7/31/2017	9/1/2017	1,262.50	
748	FAMILY PRESERVATION SERV.	COMM SVCS		P07000827260	7/31/2017	9/1/2017	1,742.50	
749	FAMILY PRESERVATION SERV.	COMM SVCS		P07919512908	7/31/2017	9/15/2017	675.00	
750	FAMILY PRESERVATION SERV.	COMM SVCS		P07919511409	7/31/2017	9/15/2017	705.00	
751	FAMILY PRESERVATION SERV.	COMM SVCS		P07919513112	7/31/2017	9/15/2017	1,020.00	
752	FAMILY PRESERVATION SERV.	COMM SVCS		P07919511910	7/31/2017	9/15/2017	1,237.50	
753	FAMILY PRESERVATION SERV.	COMM SVCS		P07919513411	7/31/2017	9/15/2017	1,500.00	
754	FLUVANNA DEPARTMENT OF SOCIAL	COMM SVCS		P09919523115	9/1/2017	9/15/2017	1,394.00	
755		COMM SVCS		P08919503002	8/31/2017	9/15/2017	988.00	
756		POS MANDATED FFOP		P08919529218	8/31/2017	9/15/2017	163.31	
757		POS MANDATED FFOP		P08919507893	8/31/2017	9/8/2017	1,372.00	
758		COMM SVCS		P04919525365	4/30/2017	9/8/2017	600.00	
759		COMM SVCS		P03919525368	3/31/2017	9/8/2017	675.00	
760		COMM SVCS		P05919525369	5/31/2017	9/8/2017	675.00	
761		COMM SVCS		P06919525366	6/30/2017	9/8/2017	675.00	
762		COMM SVCS		P08919525407	8/31/2017	9/15/2017	300.00	



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763		COMM SVCS		P07919525414	7/31/2017	9/15/2017	600.00	
764		COMM SVCS		P08000822940	8/31/2017	9/22/2017	675.00	
765		COMM SVCS		P08000822839	8/31/2017	9/22/2017	750.00	
766		POS MANDATED FFOP		P06919517000	6/30/2017	9/15/2017	1,152.60	
767		POS MANDATED FFOP		P07919517119	7/31/2017	9/15/2017	700.00	
768		POS MANDATED FFOP		P08919517142	8/31/2017	9/22/2017	700.00	
769		POS MANDATED FFOP		P07919526644	7/31/2017	9/22/2017	1,344.00	
770		POS MANDATED FFOP		P08919526643	8/31/2017	9/22/2017	1,344.00	
771	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P07000828952	7/31/2017	9/1/2017	4,640.00	
772	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000825871	8/31/2017	9/8/2017	4,640.00	
773	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000825974	8/31/2017	9/8/2017	4,640.00	
774	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000826072	8/31/2017	9/8/2017	4,640.00	
775	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000826173	8/31/2017	9/8/2017	4,640.00	
776	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000826270	8/31/2017	9/8/2017	4,640.00	
777	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000828931	8/4/2017	9/22/2017	1,160.00	
778	LINDY SWIMM, LCSW	COMM SVCS		P04919518022	4/30/2017	9/22/2017	375.00	
779	LINDY SWIMM, LCSW	COMM SVCS		P03919518026	3/31/2017	9/22/2017	500.00	
780	LINDY SWIMM, LCSW	COMM SVCS		P02919518023	2/28/2017	9/22/2017	525.00	
781	LINDY SWIMM, LCSW	COMM SVCS		P05919518028	5/31/2017	9/22/2017	625.00	
782	LINDY SWIMM, LCSW	COMM SVCS		P06919518024	6/30/2017	9/22/2017	675.00	
783	LINDY SWIMM, LCSW	COMM SVCS		P10919528529	10/1/2016	9/22/2017	687.50	
784	LINDY SWIMM, LCSW	COMM SVCS		P09919518030	9/30/2016	9/22/2017	1,125.00	
785	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P07000825791	7/31/2017	9/8/2017	9,320.00	
786		POS MANDATED FFOP		P08919507492	8/31/2017	9/8/2017	776.00	
787	NATIONAL COUNSELING GROUP	COMM SVCS		P07919518713	7/31/2017	9/15/2017	125.00	
788	NATIONAL COUNSELING GROUP	COMM SVCS		P08919506904	8/31/2017	9/15/2017	560.00	
789	NATIONAL COUNSELING GROUP	COMM SVCS		P08919509005	8/31/2017	9/15/2017	2,036.80	
790	NORTH SPRING BEHAVIORAL HEALTHCARE,	EDUC SVCS CONG CARE		P08000828890	8/31/2017	9/8/2017	2,093.94	
791	NORTH SPRING BEHAVIORAL HEALTHCARE,	RES. CONG. CARE		P08000825645	8/15/2017	9/22/2017	2,093.94	
792	PALMYRA COUNSELING	COMM SVCS		P03919345667	3/31/2017	9/8/2017	100.00	
793	PALMYRA COUNSELING	COMM SVCS		P04919345664	4/30/2017	9/8/2017	200.00	
794	PEOPLE PLACES, INC.	COMM SVCS		P07919502346	7/31/2017	9/1/2017	630.00	
795	PEOPLE PLACES, INC.	COMM SVCS		P08000901506	8/31/2017	9/15/2017	1,115.63	
796	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P07919524451	7/31/2017	9/29/2017	89.05	
797	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P07919524552	7/31/2017	9/29/2017	180.65	
798	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P08919523847	8/31/2017	9/29/2017	201.88	
799	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P08919524448	8/31/2017	9/29/2017	552.00	
800	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P07919523850	7/31/2017	9/29/2017	653.13	
801	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P08919524549	8/31/2017	9/29/2017	1,120.00	
802		COMM SVCS		P08919512077	8/31/2017	9/8/2017	260.00	
803	REGION TEN	COMM SVCS		P03919524827	3/10/2017	9/22/2017	102.70	
804		COMM SVCS		P06919348125	6/30/2017	9/22/2017	540.00	



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805		COMM SVCS		P08919500837	8/31/2017	9/22/2017	732.00		
806		COMM SVCS		P07919506641	7/31/2017	9/22/2017	1,020.00		
807		COMM SVCS		P08919506638	8/31/2017	9/22/2017	1,200.00		
808	UNITED METHODIST FAMILY SERVICES, INC.	POS MAND FC LIC RES CONG		P09919530846	9/30/2016	9/29/2017	2,755.80		
809	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000825555	7/31/2017	9/1/2017	900.00		
810	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000825454	7/31/2017	9/1/2017	8,000.00		
811	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000825053	7/31/2017	9/1/2017	8,300.00		
812	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000825256	7/31/2017	9/1/2017	8,562.50		
813	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000825357	7/31/2017	9/1/2017	8,750.00		
814	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000825132	7/31/2017	9/22/2017	8,000.00		
815								Total:	\$188,384.93
816									
817	PARKS & RECREATION								
818	ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOG CLASS	5 080117	9/7/2017	9/8/2017	540.00		
819	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	METER CHARGES	077946	9/14/2017	9/15/2017	30.46		
820	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COLOR PRINTER	077945	9/14/2017	9/15/2017	129.00		
821	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	150.00		
822	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083117	9/21/2017	9/22/2017	60.00		
823	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083117	9/21/2017	9/22/2017	127.94		
824	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083117	9/21/2017	9/22/2017	191.71		
825	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083117	9/21/2017	9/22/2017	1,357.00		
826	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	11.40		
827	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	12.56		
828	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	16.86		
829	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	19.46		
830	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	25.00		
831	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	25.22		
832	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	27.16		
833	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	37.20		
834	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	39.13		
835	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	51.11		
836	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	55.01		
837	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	55.72		
838	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	69.64		
839	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	119.96		
840	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	180.00		
841	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	198.00		
842	BANK OF AMERICA	SITE IMPROVEMENTS	P-CARD	083117	9/21/2017	9/22/2017	32.50		
843	CENTURYLINK	TELECOMMUNICATIONS	PARKS N REC	309373828 081617	8/30/2017	9/1/2017	418.80		
844	CENTURYLINK	TELECOMMUNICATIONS	PARKS N REC	309373282 091617	9/28/2017	9/29/2017	407.09		
845	CINTAS	CONTRACT SERVICES	FIRST AID	5008916122	9/28/2017	9/29/2017	77.50		
846	ER COMMUNICATIONS LLC	CONTRACT SERVICES	REPAIRS	1008	9/28/2017	9/29/2017	356.25		

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847	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	083117	9/14/2017	9/15/2017	611.21		
848	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	SUPPLIES	083117	9/14/2017	9/15/2017	134.80		
849	FLUVANNA ALLIANCE OF SPORTS TEAMS INC	PROFESSIONAL SERVICES	CLINIC	1	9/28/2017	9/29/2017	1,008.00		
850	FLUVANNA CO SHERIFF'S OFC	CONTRACT SERVICES	COUNTY FAIR	FCPR09	8/30/2017	9/1/2017	1,470.00		
851	FLUVANNA REVIEW	ADVERTISING	FAIR AD	2017F38-7	9/28/2017	9/29/2017	312.00		
852	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	296.91		
853	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	103192	9/14/2017	9/15/2017	60.00		
854	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	103193	9/14/2017	9/15/2017	60.00		
855	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	103196	9/14/2017	9/15/2017	60.00		
856	MO-JOHNS, INC.	CONTRACT SERVICES	HANDICAP UNIT	103195	9/14/2017	9/15/2017	100.00		
857	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	103194	9/14/2017	9/15/2017	120.00		
858	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILETS	102572	9/14/2017	9/15/2017	1,405.00		
859	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	16.14		
860	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	52.41		
861	SUNBELT RENTALS, INC.	CONTRACT SERVICES	FAIR LIGHTS/RENTAL	71440662-0001	8/30/2017	9/1/2017	223.35		
862	SUNBELT RENTALS, INC.	CONTRACT SERVICES	FAIR LIGHTS RENTAL	71939219-0001	8/30/2017	9/1/2017	300.00		
863	SUNBELT RENTALS, INC.	CONTRACT SERVICES	RENTAL/FAIR	71440662-0002	8/30/2017	9/1/2017	3,286.95		
864	THE SUPPLY ROOM	CONTRACT SERVICES	SPRING WATER	3069394-0	9/14/2017	9/15/2017	9.99		
865	THE SUPPLY ROOM	CONTRACT SERVICES	SPRING WATER	3069395-0	9/14/2017	9/15/2017	9.99		
866	THE SUPPLY ROOM	CONTRACT SERVICES	SPRING WATER	3069393-0	9/14/2017	9/15/2017	19.98		
867	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09095487	8/30/2017	9/1/2017	21.75		
868	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09228923	9/28/2017	9/29/2017	20.77		
869	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	199.92		
870	VIRGINIA BROADCASTING LLC	CONTRACT SERVICES	BROADCASTING	8631-1	9/14/2017	9/15/2017	60.00		
871	VIRGINIA BROADCASTING LLC	CONTRACT SERVICES	BROADCASTING	8630-1	9/14/2017	9/15/2017	440.00		
872	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21194379	9/7/2017	9/8/2017	34.41		
873	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21194376	9/7/2017	9/8/2017	193.35		
874	VIRGINIA RECREATION & PARK SOCIETY	RECREATIONAL SUPPLIES	KD TICKETS SOLD IN AUG	27563A	9/7/2017	9/8/2017	156.00		
875	VIRGINIA RECREATION & PARK SOCIETY	RECREATIONAL SUPPLIES	KD TICKETS SOLD IN AUG	27563A	9/7/2017	9/8/2017	429.00		
876								Total:	\$15,933.61
877									
878	LIBRARY								
879	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	091017	9/21/2017	9/22/2017	4,885.32		
880	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	309647441 081617	9/7/2017	9/8/2017	2,072.47		
881	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	3609647441 091617	9/28/2017	9/29/2017	2,075.88		
882	DEMCO	OFFICE SUPPLIES	SUPPLIES	6199171	9/14/2017	9/15/2017	168.94		
883	GALE	BOOKS/PUBLICATIONS	BOOKS	61064380	9/7/2017	9/8/2017	49.28		
884	GALE	BOOKS/PUBLICATIONS	BOOKS	61142189	9/7/2017	9/8/2017	71.39		
885	GALE	BOOKS/PUBLICATIONS	BOOKS	61081790	9/7/2017	9/8/2017	105.36		
886	GALE	BOOKS/PUBLICATIONS	BOOK	61534845	9/14/2017	9/15/2017	33.14		
887	GALE	BOOKS/PUBLICATIONS	BOOKS	61582292	9/14/2017	9/15/2017	118.96		
888	GALE	BOOKS/PUBLICATIONS	BOOKS	61617700	9/21/2017	9/22/2017	22.94		

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889	GALE	BOOKS/PUBLICATIONS	BOOKS	61762027	9/21/2017	9/22/2017	22.94		
890	GALE	BOOKS/PUBLICATIONS	BOOK	61616900	9/21/2017	9/22/2017	32.29		
891	GALE	BOOKS/PUBLICATIONS	BOOKS	61642437	9/21/2017	9/22/2017	55.23		
892	GALE	BOOKS/PUBLICATIONS	BOOKS	61886928	9/28/2017	9/29/2017	105.36		
893	HAWK LABELING SYSTEMS	OFFICE SUPPLIES	SUPPLIES	207002	9/28/2017	9/29/2017	257.45		
894	MICROMARKETING LLC	BOOKS/PUBLICATIONS	UNCD	684781	9/7/2017	9/8/2017	152.41		
895	MICROMARKETING LLC	BOOKS/PUBLICATIONS	UNCD	687291	9/14/2017	9/15/2017	34.99		
896	MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	686978	9/14/2017	9/15/2017	136.00		
897	MICROMARKETING LLC	BOOKS/PUBLICATIONS	UNCD	685843	9/14/2017	9/15/2017	184.82		
898	MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	687971	9/21/2017	9/22/2017	24.95		
899	MICROMARKETING LLC	BOOKS/PUBLICATIONS	BOOKS	688163	9/21/2017	9/22/2017	34.96		
900	MICROMARKETING LLC	BOOKS/PUBLICATIONS	UNCD	688417	9/21/2017	9/22/2017	77.49		
901	MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	688924	9/28/2017	9/29/2017	14.98		
902	MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	689648	9/28/2017	9/29/2017	20.97		
903	RICHMOND TIMES DISPATCH	BOOKS/PUBLICATIONS	SUBSCRIPTION	11995293 083017	9/14/2017	9/15/2017	358.80		
904	SHOWCASES	OFFICE SUPPLIES	SUPPLIES	301587	9/7/2017	9/8/2017	301.97		
905	SHOWCASES	OFFICE SUPPLIES	SUPPLIES	301156	9/14/2017	9/15/2017	226.48		
906	THE PENWORTHY COMPANY	BOOKS/PUBLICATIONS	BOOKS	0530586-IN	9/14/2017	9/15/2017	3,474.63		
907	THE SUPPLY ROOM	LEASE/RENT	SPRING WATER	3069397-0	9/14/2017	9/15/2017	9.99		
908	THE SUPPLY ROOM	MAINTENANCE CONTRACTS	SPRING WATER	3056624-0	9/7/2017	9/8/2017	74.85		
909	THE SUPPLY ROOM	MAINTENANCE CONTRACTS	5 GALLONS	3091929-0	9/28/2017	9/29/2017	34.93		
910	THE WALL STREET JOURNAL	BOOKS/PUBLICATIONS	SUBSCRIPTION	090117	9/7/2017	9/8/2017	798.98		
911								Total:	\$16,039.15
912									
913	COUNTY PLANNER								
914	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083117	9/21/2017	9/22/2017	50.00		
915	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	083117	9/21/2017	9/22/2017	16.46		
916	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	16.30		
917	CITYSCAPE CONSULTANTS, INC.	PROFESSIONAL SERVICES	SITE PLAN EVALUATION	3473	9/7/2017	9/8/2017	4,000.00		
918	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090117	9/14/2017	9/15/2017	287.62		
919	MANSFIELD OIL COMPANY OF GAINESVILLE,	VEHICLE FUEL	FUEL	SQLCD/352665	9/21/2017	9/22/2017	26.01		
920	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	21.15		
921	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8046109180	9/14/2017	9/15/2017	26.36		
922	TIMMONS GROUP	CONTRACT SERVICES	PARCEL MAINTENANCE	195218	9/7/2017	9/8/2017	600.00		
923	TIMMONS GROUP	CONTRACT SERVICES	PARCEL MAINTENANCE FY17	196609	9/21/2017	9/22/2017	600.00		
924	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	149.94		
925	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21205746	9/7/2017	9/8/2017	93.04		
926	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21194377	9/7/2017	9/8/2017	392.56		
927								Total:	\$6,279.44
928									
929	PLANNING COMMISSION								
930	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	500.00		

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931	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2017F30-7	9/7/2017	9/8/2017	128.75		
932	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2017F36-12	9/14/2017	9/15/2017	207.50		
933	HOWARD LAGOMARSINO	MILEAGE ALLOWANCES	MILEAGE	092517	9/28/2017	9/29/2017	110.21		
934	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	5654 091817	9/28/2017	9/29/2017	300.00		
935								Total:	\$1,246.46
936									
937	ECONOMIC DEVELOPMENT								
938	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	25.00		
939	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	30.00		
940	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	250.00		
941	BANK OF AMERICA	CONVENTION AND EDUCATION	P-CARD	083117	9/21/2017	9/22/2017	350.00		
942	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083117	9/21/2017	9/22/2017	60.00		
943	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083117	9/21/2017	9/22/2017	75.00		
944	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	323.42		
945	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	161.99		
946	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	184.00		
947	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	2.72		
948	IMAGE DESIGNERS, INC.	OTHER OPERATING SUPPLIES	SHIRTS	068349	9/28/2017	9/29/2017	31.00		
949	VERIZON	TELECOMMUNICATIONS	WIRELESS	9793038485	9/28/2017	9/29/2017	49.98		
950	WELFORD WILLIAMS	OTHER OPERATING SUPPLIES	ELECTED OFFICIAL MEETING	092817	9/28/2017	9/29/2017	358.00		
951								Total:	\$1,901.11
952									
953	VA COOPERATIVE EXTENSION								
954	BANK OF AMERICA	AGRICULTURAL SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	78.70		
955	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	39.51		
956	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD	083117	9/21/2017	9/22/2017	45.50		
957	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 081617	8/30/2017	9/1/2017	13.58		
958	VAE4-HA	CONVENTION AND EDUCATION	REGISTRATION	083117	9/7/2017	9/8/2017	55.00		
959								Total:	\$232.29
960									
961									
962	Fund # - 302 CAPITAL IMPROVEMENT								
963	PUBLIC SAFETY CAPITAL PROJ								
964	CLEAR COMMUNICATIONS AND	VEHICLE	MAINTENANCE	113404	9/14/2017	9/15/2017	2,650.92		
965	CLEAR COMMUNICATIONS AND	VEHICLE	REPAIRS	113524	9/21/2017	9/22/2017	219.15		
966	EAST COAST EMERGENCY VEHICLES	VEHICLE	CAR SUPPLIES	9863	9/7/2017	9/8/2017	2,775.30		
967	EAST COAST EMERGENCY VEHICLES	VEHICLE	CAR SUPPLIES	9894	9/14/2017	9/15/2017	500.00		
968	PERFORMANCE SIGNS	VEHICLE	SUPPLIES	15942	9/21/2017	9/22/2017	391.00		
969								Total:	\$6,536.37
970									
971	E911 CAPITAL PROJECT								
972	BANK OF AMERICA	CONTRACT SERVICES	P-CARD	083117	9/21/2017	9/22/2017	257.94		
					100 GENERAL FUND	Fund Total:	\$1,037,328.90		

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973	CLEAR COMMUNICATIONS AND	CONTRACT SERVICES	SERVICES	113523	9/21/2017	9/22/2017	22,462.44		
974	FLUVANNA REVIEW	CONTRACT SERVICES	2 INVOICES	2017F32-12/2017F3312	9/7/2017	9/8/2017	126.00		
975	MOTOROLA SOLUTIONS, INC.	CONTRACT SERVICES	RADIO PROJECT	41239884	9/7/2017	9/8/2017	330,736.24		
976	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	HARD DRIVE	41943	9/21/2017	9/22/2017	760.22		
977								Total:	\$354,342.84
978									
979	FIRE & RESCUE CAP PROJ								
980	WITMER PUBLIC SAFETY GROUP, INC	CONTRACT SERVICES	PPE LAKE MONTICELLO	1801034	9/7/2017	9/8/2017	1,921.92		
981								Total:	\$1,921.92
982									
983	FACILITIES CAP PROJ								
984	ADVANCED CONCRETE FOUNDATIONS INC	CONTRACT SERVICES	PROJECT COMPLETE	12403	9/14/2017	9/15/2017	23,865.90		
985	CHARLES EDWARD GARRISON, II	CONTRACT SERVICES	TREASURER OFFICE	559711	9/7/2017	9/8/2017	5,760.00		
986	CII SERVICE	CONTRACT SERVICES	WO# 3549	41846	9/7/2017	9/8/2017	1,984.47		
987	CII SERVICE	CONTRACT SERVICES	TREASURER OFFICE	41956	9/28/2017	9/29/2017	15,582.12		
988	COMMONWEALTH INTERIORS	CONTRACT SERVICES	TREASURER/UPGRADES	2017-166	8/30/2017	9/1/2017	8,353.00		
989	COMMONWEALTH INTERIORS	CONTRACT SERVICES	REPAIRS	2017-175	9/14/2017	9/15/2017	583.00		
990	DODSON GLASS & MIRROR INC	CONTRACT SERVICES	REPAIRS	060099	9/28/2017	9/29/2017	6,340.88		
991	JES CONSTRUCTION LLC	CONTRACT SERVICES	EQUIPMENT	57488	9/28/2017	9/29/2017	9,750.00		
992	OLD DOMINION ABATEMENT & DEMOLITION,	CONTRACT SERVICES	CONTRACT	170837-OD	9/7/2017	9/8/2017	4,800.00		
993	RAFALY ELECTRICAL CONTRACTORS, INC.	CONTRACT SERVICES	REPAIRS	7476	9/14/2017	9/15/2017	6,452.00		
994	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	ASBESTOS TESTING	FLUCO817-2	9/7/2017	9/8/2017	837.00		
995	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	ASBESTOS MONITORING	FLUCO0717	9/14/2017	9/15/2017	804.00		
996	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	ASBESTOS	FLUCO717-3	9/14/2017	9/15/2017	1,248.00		
997	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	ASBESTOS	FLUCO717-2	9/14/2017	9/15/2017	1,456.00		
998	TRANE U.S., INC.	CONTRACT SERVICES	#6 WORK COMPLETED	38334817	9/7/2017	9/8/2017	414,609.90		
999								Total:	\$502,426.27
1000									
1001	PUBLIC WORKS CAPITAL PROJECT								
1002	BASIC RENT-A-CAR COMPANY, INC.	VEHICLE	12 PASS VAN	1114207	9/28/2017	9/29/2017	22,950.00		
1003	BASIC RENT-A-CAR COMPANY, INC.	VEHICLE	PUBLIC WORKS VEHICLE	1114170	9/28/2017	9/29/2017	27,995.00		
1004	BOWMAN CONSULTING	CONTRACT SERVICES	ZION CROSSROAD WATER	239403	9/14/2017	9/15/2017	8,270.90		
1005								Total:	\$59,215.90
1006									
1007	SCHOOL OPS & MAINT CAP PROJ								
1008	CLINTON LEARNING SOLUTIONS LLC	CONTRACT SERVICES	RENOVATIONS	IN-15779	9/21/2017	9/22/2017	31,068.00		
1009	JAMES RIVER SOLUTIONS	CONTRACT SERVICES	TANK CLEANING SERVICES	M-170608-IN	9/21/2017	9/22/2017	2,810.00		
1010	SIMPLEXGRINNELL LP	CONTRACT SERVICES	CARBON MONOXIDE MONITORS	41078695	9/14/2017	9/15/2017	6,226.00		
1011	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	FLOOR REPLACEMENT	FLUCO817	9/14/2017	9/15/2017	3,257.00		
1012	W. L. SNOOK & ASSOCIATES INC	CONTRACT SERVICES	RUBBER SPEED BUMP	535615	9/21/2017	9/22/2017	622.80		
1013								Total:	\$43,983.80
1014									

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1015	PARKS & RECREATION CAP PROJ							
1016	BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD	083117	9/21/2017	9/22/2017	520.00	
1017						Total:	\$520.00	
1018								
1019								
1020	Fund # - 401 DEBT SERVICE							
1021	DEBT SERVICE - COUNTY							
1022	U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE - COURTHOUSE, LIBRARY	081117	8/11/2017	9/20/2017	9,946.38	
1023	U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE - COURTHOUSE, LIBRARY	081117	8/11/2017	9/20/2017	40,000.00	
1024	U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE INT	DEBT SERVICE - COURTHOUSE, LIBRARY	081117	8/11/2017	9/20/2017	33,990.63	
1025	U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE PRIN	DEBT SERVICE - COURTHOUSE, LIBRARY	081117	8/11/2017	9/20/2017	120,000.00	
1026	U.S. BANK OPERATIONS CENTER	2014C - LIBRARY INT	DEBT SERVICE - COURTHOUSE, LIBRARY	081117	8/11/2017	9/20/2017	27,234.88	
1027	U.S. BANK OPERATIONS CENTER	2014C - LIBRARY PRIN	DEBT SERVICE - COURTHOUSE, LIBRARY	081117	8/11/2017	9/20/2017	195,000.00	
1028	U.S. BANK OPERATIONS CENTER	2017 ZXR WATER & SEWER -	DEBT SERVICE - ZXR INT PAYMENT	090517	9/5/2017	9/20/2017	66,132.81	
1029						Total:	\$492,304.70	
1030								
1031								
1032	Fund # - 502 SEWER							
1033	UTILITY OPERATIONAL EXPENSES							
1034	ARTHURS SEPTIC SERVICE	CONTRACT SERVICES	MAINTENANCE	082817	9/7/2017	9/8/2017	740.00	
1035	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	310089744 081917	9/7/2017	9/8/2017	46.43	
1036	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	309433290 081917	9/7/2017	9/8/2017	61.07	
1037	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394137160	8/30/2017	9/1/2017	14.79	
1038	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394139127	9/7/2017	9/8/2017	8.14	
1039	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394141144	9/14/2017	9/15/2017	14.79	
1040	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394143101	9/21/2017	9/22/2017	8.14	
1041	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING	394145070	9/28/2017	9/29/2017	8.14	
1042	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	7712348080 082817	9/7/2017	9/8/2017	35.79	
1043	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	7129524547 082417	9/7/2017	9/8/2017	982.51	
1044	FLUVANNA REVIEW	ADVERTISING	PUBLIC NOTICE	2017F36-38	9/28/2017	9/29/2017	235.29	
1045	FLUVANNA REVIEW	ADVERTISING	PUBLIC NOTICE	2017F37-24	9/28/2017	9/29/2017	235.29	
1046	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WATSEWATER MONITORING	62880	8/30/2017	9/1/2017	347.00	
1047	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63017	9/28/2017	9/29/2017	547.00	
1048	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63018	9/28/2017	9/29/2017	547.00	
1049	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63019	9/28/2017	9/29/2017	577.00	
1050	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	082517	9/7/2017	9/8/2017	170.12	
1051	SUEZ TREATMENT SOLUTIONS INC	GENERAL MATERIALS AND	SUPPLIES	900060873	9/14/2017	9/15/2017	1,740.14	
1052	SYDNOR HYDRO, INC.	BLDGS EQUIP REP & MAINT	PARTS	37219	9/28/2017	9/29/2017	664.00	
1053	TREASURER OF VIRGINIA	PERMITS AND FEES	WATER	713052	8/30/2017	9/1/2017	2,177.00	
1054	TREASURER OF VIRGINIA	PERMITS AND FEES	WATER	713156	8/30/2017	9/1/2017	2,177.00	
1055	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES	RI724987	8/30/2017	9/1/2017	21.00	
1056	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES	RI724133	8/30/2017	9/1/2017	169.03	

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

TAB T

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	FY18 Commonwealth's Attorney's Victim-Witness Grant Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$5,629 to the Commonwealth's Attorney's FY18 Victim-Witness Grant budget for funds received from the Department of Criminal Justice Services.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Sherri Stader, Victim/Witness Assistance Program Director Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective July 1, 2017				
DISCUSSION:	The County received notification from DCJS of the revised funding appropriation for the Victim-Witness Grant after the FY18 budget had been adopted. The County will be receiving \$37,586 in revenue, \$31,957 for Personnel and \$5,629 for other expenses which is more than was originally budgeted for Victim-Witness revenues.				
FISCAL IMPACT:	Approval will allow finance to increase FY18 revenues and expenditures by \$5,629				
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**

TAB U

MEETING DATE:	October 18, 2017				
AGENDA TITLE:	VDOT Secondary Street Acceptance Request – Fox Hollow Phase 3				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution To Take Streets In Fox Hollow – Phase 3 Subdivision Into The Secondary System Of Highways In Fluvanna County, Virginia.”				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Adoption of the Resolution				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Draft Resolution				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 11-2017

A Resolution to Take Streets in the Fox Hollow - Phase 3 Subdivision into the Secondary System of Highways in Fluvanna County, Virginia

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 7:00 PM on Wednesday, October 18, 2017, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the eligible streets described on the attached VDOT AM-4.3 from, fully incorporated herein by reference, are shown on plats recorded in the clerk’s office of the Circuit Court of Fluvanna County; and

WHEREAS, the streets described in the Fox Hollow Phase 3 subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

NOW, THEREFORE BE IT RESOLVED, on this 18th day of October, 2017, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

BE IT YET FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 18th day of October, 2017 on a motion by _____, seconded by _____, and by the following vote:

SUPERVISORS	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Anthony P. O’Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

Attest:

 John M. Sheridan, Chair
 Board of Supervisors
 Fluvanna County, Virginia

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

October 18, 2017

No.	Item
1	FY17 Capital Reserve Memo 2017-10-18
2	FY17 Contingency Balance 2017-10-18
3	Unassigned Fund Balance 2017-10-18
4	Code Enforcement Report – Sep 2017
5	Building Inspections Report – Sep 2017
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 18, 2017
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

FY17 Carryover	\$134,975
FY18 Allocation:	\$175,000
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
Available:	\$195,806

Schools Capital Reserve:

FY17 Carryover	\$238,603
FY18 Allocation:	\$75,000
Plus: Projects Completed July 2017	\$1,159
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
Less: Bus Motor Repair – 10.04.17	-\$20,000
Less: Repair and Resurface FCHS Tennis Courts and Track – 10.04.17	-\$44,400

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MEMORANDUM

Date: October 18, 2017
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
Available:	\$119,848

Less: Replace FCHS Baseball Bleachers	-\$36,200
Less: Maintenance of Fire Extinguishers	-\$7,980
Available:	\$199,956

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MEMORANDUM

Date: October 18, 2017
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY17 Year End (Unaudited) Unassigned Fund Balance:	*\$4,840,117
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) – 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
Current (Unaudited) Unassigned Fund Balance:	*\$4,491,873

*Audited FY17 Year End Unassigned Fund Balance will be available upon completion of the FY17 CAFR

CODE COMPLIANCE VIOLATION STATISTICS

September - 2017

Scott B. Miller, CZO, Code Inspector, Building Site Inspector

Complaint Number	Tax Map Number	Property Owner	Address	Date of Complaint	Violation Type	Status*	Deadline	District
1611-01	18-(A)-25B	Stevens, Roger	Thomas Farm La. (Vacant)	11/3/2016	Junk/Inoperable Vehicle	Court	Pend - 10/24/2017	Palmyra
1705-02	36A-(A)-18	Cable, Louis A. & Susan V.	651 West River Rd.	5/9/2017	Signs	Extended	10/8/2017	Cunningham
1708-02	5-(A)-25B	Haley, Oscar J. Jr. ET AL	192 Plateau La.	8/14/2017	Inoperable Vehicles	Cleared	9/25/2017	Palmyra
1708-03	19-(8)-2	Carbonelli, Anthony	16933 James Madison Hwy.	8/20/2017	Trash/Debris	Cleared	9/20/2017	Columbia
1708-04	54-(A)-76	Harry, Richard T. Jr.	535 Saint James St.	8/23/2017	Trash	Cleared	9/23/2017	Columbia
1709-01	8-(A)-31	CP Burns Properties LLC.	677 Lake Monticello Rd.	9/17/2017	Improper Use-Junkyard	Pending	10/18/2017	Palmyra
1709-02	4-(35)-5	Maupin, Wilbert I., Jr. ET UX	506 Blue Ridge Dr.	9/20/2017	Inoperable Vehicles	Cleared	n/a	Palmyra
1709-03	4-(A)-114	Herrion, Vernon L.	15 Blue Ridge Dr.	9/20/2017	Violation of SUP 04-10	Permit Pend	9/20/2017	Palmyra
1709-04	21-(7)-7	Wood, Logan J.	2541 Deep Creek Rd.	9/22/2017	Improper Use-Single Fam	Cleared	n/a	Columbia

STATUS DEFINITIONS*

Board - Case is pending Board Approval	Court Pending - Summons to be issued	Permit Pending - Applied for Permit to Abate Violation
Cleared - Violation Abated	Extended - Extension Given/Making Progress to Abate Violations	Rezoning - Property is in Rezoning Process
Court - Case is before Judge	Pending - Violation Notice Sent	SUP Pending - SUP Application made to Abate Violation

MISCELLANEOUS ACTIONS / TASKS

Biosolids Applied and Signs Displayed (Total - 44 properties)

Compliance with Tenaska Virginia Sound Levels 09/19/2017

Signs Removed From Public Rights-Of-Way (Total - 41)

Placed and removed "Public Hearing Signs" as needed

Deliver packets to BOS, PC Members and Library

Evaluate County Code & Zoning Ordinance modification regarding Inoperable Vehicles and Trash/Garbage

Provide field survey and produce digital drawing file of Treasurer's building for Public Works Department (install handicap ramp/walkway)

Provide field survey and produce digital drawing file of Social Services building for Public Works (install buildings for Food Pantry)

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Kevin Zoll	Sep-2017

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6	4	10	6	5	14				66
NEW - Single Family Attached	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	0	0	0	0	0	2	0	2
	2017	0	0	0	0	0	0	0	0	0	0			0
NEW - Mobil Homes	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0	2	1	0	1	0				4
Additions and Alterations	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43	20	29	32	18	23				243
Accessory Buildings	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3	2	2	2	4	2				21
Swimming Pools	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	1	1	0	4
	2017	0	1	1	0	0	1	0	0	0			0	3
Commercial/Industrial Build/Cell Towers	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0	0	0	2	2	0				7
Land Disturbing Permits	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	17	7	6	11	3	9	9	117
	2017	3	2	17	7	7	9	6	6	15				72
TOTAL PERMITS	2015	38	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	50	24	40	42	35	40	42	461
	2017	36	31	65	59	35	43	42	30	39	0	0	0	380
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2015	1,384,631	1,560,716	2,916,520	3,567,237	2,999,918	4,280,357	5,272,378	3,107,731	2,625,563	2,203,913	1,931,893	6,252,403	\$ 38,103,260
	2016	1,817,981	2,555,455	5,552,458	3,711,821	2,447,891	5,181,921	3,611,179	1,817,783	3,089,971	1,889,279	2,028,590	2,937,783	\$ 36,642,112
	2017	857,767	827,724	4,859,777	2,066,132	1,512,789	3,676,118	1,904,915	2,359,988	2,846,545				\$ 20,911,755
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2015	105	137	146	214	113	232	193	181	208	206	149	149	2033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	2099
	2017	159	144	171	141	177	152	202	182	153				1481
FEES COLLECTED														
Building Permits	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,193
	2017	\$3,710	\$3,463	\$19,849	\$8,618	\$6,036	\$10,814	\$8,680	\$7,099	\$11,651				\$ 79,921
Land Disturbing Permits	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,414
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$7,784	\$2,100	\$0	\$0	\$0	\$ 26,205
Zoning Permits/ Proffers	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$950	\$1,700	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,950
	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$1,250	\$1,600	\$0	\$0	\$0	\$ 12,145
TOTAL FEES	2015	\$ 9,706	\$ 10,226	\$ 16,786	\$ 22,062	\$ 16,758	\$ 20,328	\$ 19,106	\$ 24,632	\$ 13,146	\$ 12,427	\$ 21,731	\$ 12,722	\$ 199,631
	2016	\$ 16,200	\$ 15,779	\$ 15,076	\$ 19,289	\$ 12,347	\$ 23,488	\$ 18,117	\$ 9,562	\$ 41,259	\$ 15,348	\$ 11,411	\$ 13,763	\$ 211,637
	2017	\$ 4,585	\$ 5,263	\$ 29,249	\$ 11,091	\$ 9,902	\$ 15,039	\$ 11,658	\$ 16,130	\$ -	\$ -	\$ -	\$ -	\$ 102,917