



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

July 15, 2015, at 7:00 pm

TAB	AGENDA ITEMS
1	– CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE
2	– ADOPTION OF AGENDA
3	– COUNTY ADMINISTRATOR’S REPORT
4	– BOARD OF SUPERVISORS’ UPDATES
5	– PUBLIC COMMENTS #1 (5 minutes each)
6	– PUBLIC HEARING
E	FY15 Budget Amendment—Eric Dahl, Finance Director
F	ZMP 15-03: Figgins Revocable Trust—Steve Tugwell, Senior Planner
7	– ACTION MATTERS
G	BSA 15-01: Request for Appeal of Subdivision Agent’s Decision—Jason Stewart, Planning and Zoning Administrator
H	Dogs Off-Leash Policy—Jason Smith, Director of Parks and Recreation
I	EMS Cost Recovery Fees—Cheryl Elliott, Emergency Services Coordinator
J	Hiring of Additional Deputy to Cover Military Deployment—Eric Hess, Sheriff
K	Appointment Economic Development Authority—Steven M. Nichols, County Administrator
8	– PRESENTATIONS (normally not to exceed 10 minutes each)
L	FSPCA Facility Maintenance Requirements Review—Wayne Stephens, Public Works Director and County Engineer
9	– CONSENT AGENDA
M	Minutes of July 1, 2015 Meeting—Kelly Belanger Harris, Clerk to the Board
Mc	AP Report for June 2015—Eric Dahl, Finance Director
N	FY15 Budget Supplement Cell Towers—Mary Anna Twisdale, Management Analyst
10	– UNFINISHED BUSINESS
	TBD
11	– NEW BUSINESS
	TBD
12	– PUBLIC COMMENTS #2 (5 minutes each)
13	– CLOSED MEETING
	TBD
14	– ADJOURN



County Administrator Review

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

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.

BOS2015-07-15 p. 2/248

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.

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

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 07/15/15

AGENDA TITLE:	FY15 Budget Amendment of \$3,690,100 for Refinancing of Bonds				
MOTION(s):	I move the Board of Supervisors approve a FY15 budget amendment of \$3,690,100 to the Capital budget to reflect refinancing of bonds.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X	X			
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	Approval				
TIMING:	Effective for FY15				
DISCUSSION:	This action is necessary to correctly reflect an increase in the FY15 budget from the issuance of the VRA bonds issued for the refinancing of the Series 2005 Courthouse Bond and the Series 2006 Library Bond. The advertisement for the public hearing was in the Fluvanna Review seven days prior to the BOS meeting.				
FISCAL IMPACT:	Revenues from issuance of refunding bonds will increase by \$3,690,100. Expenditures for payment to refunded bond escrow agents will increase by \$3,690,100.				
POLICY IMPACT:	Per VA Code Section 15.2-2507, a public hearing is required for any budget amendment which exceeds one percent of total expenditures shown in the currently adopted budget.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY15 Public Hearing Presentation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



PUBLIC HEARING

FY15 Budget Amendment
July 15, 2015



VA Code Sec. 15.2-2507

- Public hearing required for any budget amendment which exceeds **one percent** of total expenditures shown in the currently adopted budget.
- Proposed budget amendment will increase FY15 budget by \$3,690,100.
- Increase revenues from issuance of refunding bonds by \$ 3,690,100.
- Increase expenditures of:
 - Payment to refunded bond escrow agents for refinancing of 2005 Series Courthouse debt of \$1,844,200
 - Payment to refunded bond escrow agents for refinancing of 2006 Series Library debt of \$1,845,900



Debt Details

- **Refunded debt (no longer on balance sheet)**
 - **\$2,420,100 Series 2005 Revenue Bond - Courthouse**
 - **\$2,695,000 Series 2006 Revenue Bond - Library**
- **Replaced with**
 - **\$3,520,000 Series 2014C VPFP – VRA**



Public Hearing

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

AGENDA TITLE:	ZMP 15:03 – Figgins Revocable Trust				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer ZMP 15:03 of the attached ordinance for ZMP 15:03, a request to amend the Fluvanna County Zoning Map with respect to approximately 4.337 acres of Tax Map 5, Section A, Parcel 59, to rezone the same from A-1, Agricultural, General, to I-1, Industrial, Limited.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	x				
STAFF CONTACT(S):	Steve Tugwell, Senior Planner				
PRESENTER(S):	Steve Tugwell, Senior Planner				
RECOMMENDATION:	At its meeting on June 24, 2015, the Planning Commission recommended approval of ZMP 15:03 (5-0); Mr. Gaines moved to recommend approval, Mr. Zimmer seconded; Ayes: Bibb, Eager, Gaines, Johnson, and Zimmer.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request to amend the Fluvanna County Zoning Map with respect to 4.337 acres of Tax Map 5, Section A, Parcel 59 to rezone the same from A-1, Agricultural, General, to I-1, Industrial, Limited.				
FISCAL IMPACT:	-				
POLICY IMPACT:	<p>Regarding ZMP 15:03, 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 to be amended; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	<p>Review of a proposed rezoning request in accordance with Chapter 22, Article 20 of the Fluvanna County Code (Zoning Ordinance: Amendments & Rezoning)</p> <p>Application was received on April 30, 2015;</p> <p>Planning Commission reviewed the request on June 24, 2015.</p>				
ENCLOSURES:	Staff Report (with accompanying attachments)				



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

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZMP 15:03
Tax Map: Tax Map 5, Section A, Parcel 59

From: Steve Tugwell
District: Columbia
Date: July 15, 2015

General Information: This request is to be heard by the Board of Supervisors on Wednesday, July 15, 2015 at 7:00 pm in the Circuit Courtroom in the Courts Building.

Owner/Applicant: Figgins Revocable Trust

Representative: White Oak Stone Company, Dave Hefren

Requested Action: To amend the Fluvanna County Zoning Map with respect to approximately 4.337 acres of Tax Map 5, Section A, Parcel 59, to rezone the same from A-1, Agricultural, General, to I-1, Industrial, Limited. (Attachment A)

Location: The affected property is located on the eastern side of State Route 15 (James Madison Highway) approximately 1000 feet southwest of its intersection with State Route 250 (Richmond Road). (Attachment B)

Existing Zoning: A-1, Agricultural, General

Proposed Zoning: I-1, Industrial, Limited

Existing Land Use: Vacant land

Planning Area: Zion Crossroads Community Planning Area

Adjacent Land Use: All adjacent properties are zoned A-1, Agricultural, General

Zoning History: None

Neighborhood Meeting:

Including the applicant, there were two (2) attendees present at the May 13, 2015 Neighborhood meeting. (Attachment C)

Technical Review Committee:

The Technical Review Committee meeting for this item was held on Thursday, May 14, 2015.

(Attachment D)

Planning Commission: June 24, 2015

The Planning Commission considered this request at their June 24, 2015 meeting, and voted to recommend approval 5-0. AYES: Bibb, Eager, Gaines, Johnson, and Zimmer.

Statement of Intent:

The Statement of Intent indicates the purpose of the zoning district and describes the characteristics of uses generally found within the district.

The Statement of Intent for the I-1, Industrial, Limited Zoning District is as follows:

“The primary purpose of this district is to permit certain light industries. The limitations on (or provisions relating to) height of building, horsepower, heating, flammable liquids or explosives, controlling emission of fumes, odors and/or noise, landscaping, and the number of persons employed are imposed to protect and foster adjacent residential property while permitting certain light industries to locate near a labor supply”.

Analysis:

Mr. Hefren intends on constructing a 2,500 square foot storage building, and a 1,500 square foot office on a portion of a 4.337 acre parcel in order to facilitate his stone supply business, and contractor’s storage yard.

The site will consist of a product materials bin, and twelve parking spaces to accommodate staff and customers. Mr. Hefren intends on employing four (4) employees at this location, and it will be open to the public. The site will be accessed via Route 15, and VDOT has commented that a low-volume commercial entrance will be required, as well as a 30’ wide radii, so there aren’t any issues with tractor-trailers coming in and out of the property. This parcel adjoins agriculturally zoned parcels, so a 50 foot building setback, and a 25 foot parking setback is required off of those adjoining property lines. In accordance with the zoning ordinance, street trees and sidewalks will be required along Route 15.

If the rezoning is successful, then a site development plan must be reviewed and approved administratively by planning staff prior to commencement of site construction.

(Attachment E)

Comprehensive Plan Analysis:

Land Use:

This property is located in the Zion Crossroads Community Planning Area, and according to the 2009 Comprehensive Plan, this area is the *“county’s primary regional economic development area and is targeted as a regional employment center and for primarily mixed-use, mixed-income development that will also help develop the infrastructure needed for such development, as well as diversifying the county’s tax base”*. This Planning Area is conducive to industry due to the transportation networks that connect west to Charlottesville and east to Richmond.

Economic Development:

The 2009 Comprehensive Plan states that the Zion Crossroads area *“is the primary commercial node, with primarily retail and office uses, but also light industrial and mixed-use, mixed-income residential development”* base and is an area of concentration of major employers. The Comprehensive Plan considers this an area that is very conducive to further development due to its location and proximity to major transportation networks. This area is one that should be zoned for industrial and/or commercial uses and the county should promote economic development in this area at, along, and near Route 250 and Route 15.

Conclusion:

This rezoning request appears to meet the intent of the Comprehensive Plan in that, *“this area is the county’s primary regional development area and is targeted as a regional employment center and for primarily mixed-use, mixed-income development that will also help develop the infrastructure needed for such development, as well as diversifying the county’s tax base.”*

When reviewing this rezoning request, the Board of Supervisors should take into consideration how this request accomplishes (or does not accomplish) the goals and intent of the Comprehensive Plan.

Suggested Motion:

I move that the Board of Supervisors **approve/deny/defer** ZMP 15:03 of the attached ordinance for ZMP 15:03, a request to amend the Fluvanna County Zoning Map with respect to approximately 4.337 acres of Tax Map 5, Section A, Parcel 59, to rezone the same from A-1, Agricultural, General, to I-1, Industrial, Limited.

Attachments:

- A – Application and APO letter
- B – Aerial Vicinity Map
- C – Neighborhood meeting sign-in sheet
- D – TRC comment letter
- E – Sketch plan
- F – Proposed Ordinance

Copy: File

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Received
APR 30 2015

Fluvanna County

Owner of Record: William Emory Figgins, III, Trustee
Anne E. Figgins
E911 Address: 11496 Montford Lake Road, Orange, VA 22960
Phone: 540-308-7540 Fax: _____
Email: wefiggins@gmail.com

Applicant of Record: White Oak Stone Company
E911 Address: 1841 Beech Grove, Charlottesville, VA 22911
Phone: 434-973-9094 Fax: 434-973-6444
Email: dave@whiteoakstone.com

Representative: David Hefren
E911 Address: 5330 Millhouse Drive, Advance Mills, VA 22968
Phone: 434-466-5466 Fax: _____
Email: dave@whiteoakstone.com

Tax Map and Parcel(s): 5A 59 **Deed Book Reference:** DB 699-996 DB 18-362
Acreage: 4.337 **Zoning:** A-1 **Deed Restrictions?** ☐ No ☐ Yes (Attach copy)

Location of Parcel: East side of Rt. 15, 1000' South of Rt. 250/Rt. 15 intersection
Requested Zoning: I-1 **Proposed use of Property:** Stone supply (Landscape materials/storage yard)

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.

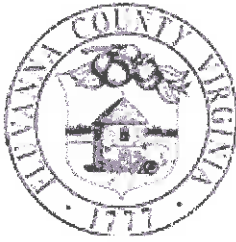
BARBARA N. KINN
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2018

Date: 4/28/15 Signature of Owner/Applicant: [Signature]
Subscribed and sworn to before me this 28th day of APRIL, 20 15 Register # 7019713
My commission expires: 4/30/2018 Notary Public: Barbara N. Kinn

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>04/30/15</u>	Pre-Application Meeting: <input checked="" type="checkbox"/>	PH Sign Deposit Received: <input checked="" type="checkbox"/>	Application #: <u>ZMP 15-03</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			
Election District: <u>Columbia</u>	Planning Area: <u>Zions Cross Rd. CPA</u>		
Planning Commission		Board of Supervisors	
Advertisement Dates: <u>June 1st (11th & 18th)</u>	Advertisement Dates: <u>June 2nd (July 2nd & 9th)</u>		
APO Notification: <u>June 8th</u>	APO Notification: <u>June 29th</u>		
Date of Hearing: <u>June 24th</u>	Date of Hearing: <u>July 15th</u>		
Decision: _____	Decision: _____		



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Received

APR 30 2015

Fluvanna County

Name: Dave Hefren

Address: 1841 Beech Grove

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]
Applicant Signature

4/27/15
Date

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

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP _____ : ZMP <u>15 :003</u> ZTA _____ :	
\$90 deposit paid per sign*: <u>✓ #9843</u>	Approximate date to be returned: <u>07/14/15</u>

April 6, 2015

Received

APR 30 2015

Fluvanna County

To Whom It May Concern:

The owners of tax map 5-A-59, also known as 21590 James Madison Highway, do hereby authorize

9 MM Investments LLC and its managers David M. Hefren and Mark E. Hefren, to work with the County of Fluvanna to rezone the above mentioned property. If you have any questions, please contact William Figgins at 540-308-7540.

Ann E. Figgins and William E. Figgins, III, Trustees of the Ann E. Figgins Revocable Trust and William Emory Figgins, III Revocable Trust.

William E. Emory Figgins III
Ann E. Figgins

Memorandum

DATE: June 30, 2015
RE: Board of Supervisors APO Letter
TO: Jason Stewart
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the July 15, 2015 Board of Supervisors Meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

NOTICE OF PUBLIC HEARING

June 29, 2015

«Owner»

«Address»

«City_State» «Zip_Code»

TMP# «TMP»

Re: Public Hearing on ZMP 15:03

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on **Wednesday, July 15, 2015** at **7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

ZMP 15:03 – White Oak Stone Company - *An ordinance to amend the Fluvanna County Zoning Map with respect to 4.337 acres of Tax Map 5, Section A, Parcel 59 to rezone the same from A-1, Agricultural, General to I-1, Industrial, Limited. The affected property is located on the eastern side of State Route 15 (James Madison Highway) approximately 1000 feet southwest of its intersection with State Route 250 (Richmond Road). The property is located in the Columbia Election District and is within the Zion Crossroads Community Planning Area.*

The applicant or applicant's representative must be present at the Board of Supervisors meeting. The tentative agenda and staff report will also be available for review by the public in the Fluvanna County Planning and Community Development Department during working hours (8:00 a.m. – 5:00 p.m., Monday through Friday). If you have any questions, please feel free to contact me at 434-591-1910.

Sincerely,

Steven Tugwell
Senior Planner

ZMP 1503 White Oak Stone

TMP		Name	Address	City, State	Zip
5	A 61	Robert S. Glass	21682 JAMES MADISON HWY	Troy, Va	22974
5	A 57A	Robert Joe Sr. & Shirley Kendrick	21452 JAMES MADISON HWY	Troy, Va	22974
5	A 57A	Robert Joe Sr. & Shirley Kendrick	21452 JAMES MADISON HWY	Troy, Va	22974
5	A 58	Horace E. Jr. & Karen A. Melton	21534 JAMES MADISON HWY	Troy, Va	22974
5	A 60	Louis A. & Norma C. Kramer	P.O. Box 6653	Charlottesville, Va	22906
5	A 59	FIGGINS REVOCABLE TRUST	11496 Montford Rd	Orange, Va	22960
5	A 57D	Horace E. Jr. & Karen A. Melton	21534 JAMES MADISON HWY	Troy, Va	22974



Scale: 1:9027.977411

Date: 06/16/2015

Printed By:

May 13, 2015 Neighborhood Meeting

SIGN IN SHEET FOR:

ZMP 15:03 – White Oak Stone Company - An ordinance to amend the Fluvanna County Zoning Map with respect to 4.337 acres of Tax Map 5, Section A, Parcel 59 to rezone the same from A-1, Agricultural, General to I-1, Industrial, Limited. The affected property is located on the eastern side of State Route 15 (James Madison Highway) approximately 1000 feet southwest of its intersection with State Route 250 (Richmond Road). The property is located in the Columbia Election District and is within the Zion Crossroads Community Planning Area.

Please Print Your Name & Address:

1. HORACE E. MELTON 21534 JAMES MADISON, Hwy
2. ~~21534~~ TROY VA, 22974
3. Dave Hefren 5330 Millhouse Drive, Adena, Mt. Vernon, VA 22968
4. Louis A Kramer 700 Millers Cottage Ln FAIRFAXVILLE
VA 22936
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____



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

May 21, 2015

White Oak Stone Company
1841 Beech Grove
Charlottesville, VA 22911

Delivered via email

Re: ZMP 15:03 White Oak Stone Company Rezoning Request from A-1 to I-1
Tax Map: 5, Section A, Parcel 59

Dear Applicant:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, May 14, 2015.

1. VDOT stated that a low-volume commercial entrance will be required, and that a 30' wide radii is provided so there is no issues with tractor-trailers;
2. CVEC – no comments;
3. The erosion and sediment control inspector recommended a pre-submittal meeting;
4. The county engineer stated they may be asked to connect to the public water system in the future;
5. Planning staff inquired whether or not to expect proffers with this request, and that a site development plan is required for any future improvements;
6. The Fire Chief inquired if any storage hazardous materials will be on-site;
7. Health Dept. stated they have no comments.

The Planning Commission will have a meeting to discuss this item at their June, 24, 2015 meeting. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910.

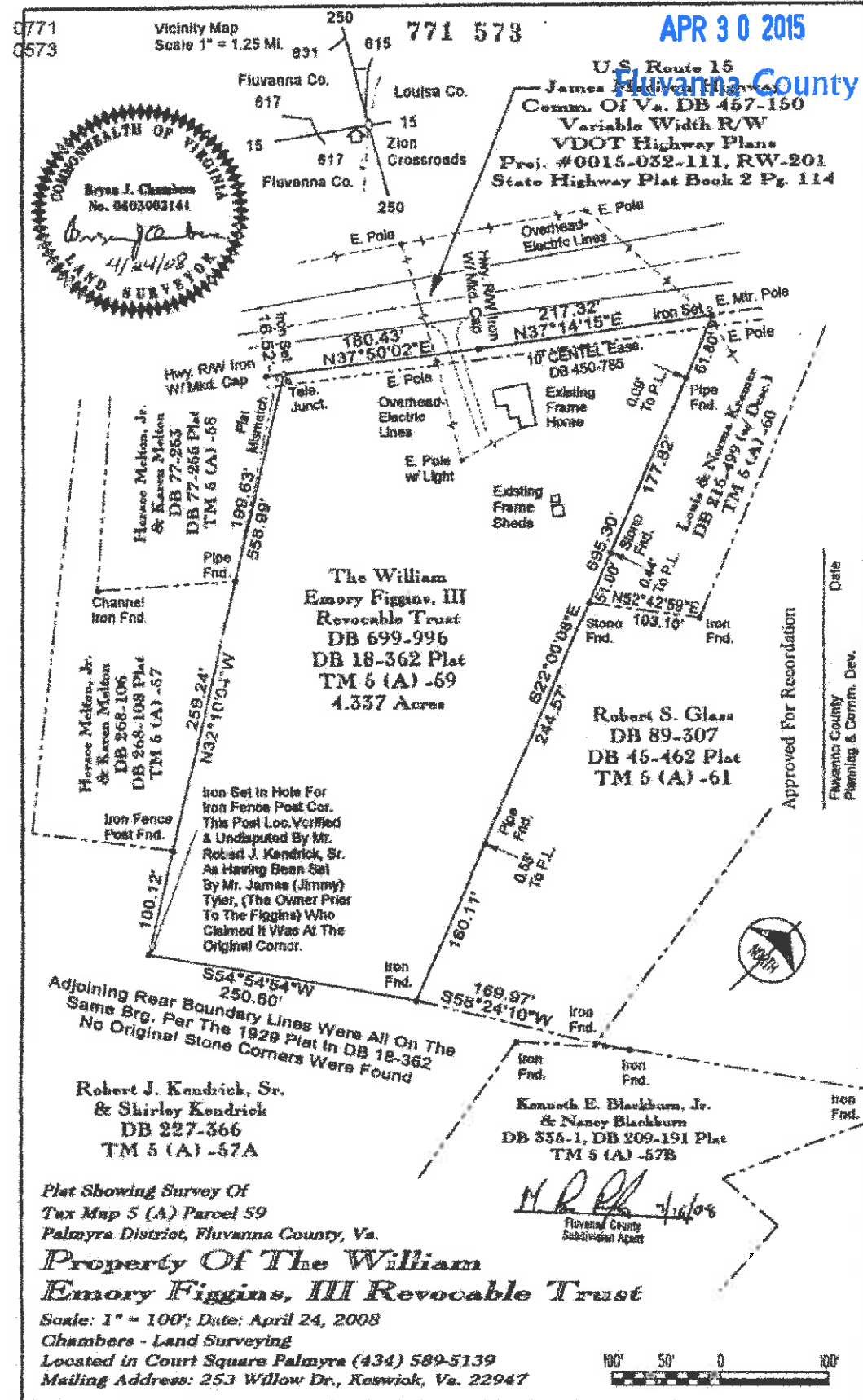
Sincerely,

Steve Tugwell
Senior Planner
Dept. of Planning & Community Development

cc: File

Received

APR 30 2015



U.S. ROUTE 16
VARIABLE WIDTH ROAD

W. 37°17'2" S 57.172'
N. 32°50'27" E 57.5027'
N. 22°00'08" W 695.30'
N. 32°10'04" W 558.99'

6 SPACES 20'x10'
6 SPACES 20'x10'

Proposed Office Building
30' x 40'

Proposed Storage Building
50' x 50'

25' Parking Setback
50' Building Setback

Pavement

R40'

2X R62'

48'

Material Bins

Proposed Storm Water Management Basin

THE WILLIAM EMORY FIGGINS, III
REVOCABLE TRUST
ZONING: A-1
4.837 ACRES

TMP 5A-60
LOUIS & NORMA KRAMER
ZONING: A-1

TMP 6A-61
ROBERT S. GLASS
ZONING: A-1

TMP 5A-58
HORACE MELTON, JR.
& KAREN MELTON
ZONING: A-1

ROBE

SCALE: 1"=40'

2 VICINITY MAP
 C-007 SCALE: 1" = 2000'

VDOT _____ DATE _____

[illegible]

**SKETCH PLAN FOR
WHITE OAK STONE**

COVER SHEET & SITE PLAN

SHEET TITLE:

SHEET NO.

C-001

An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To 4.337 acres of Tax Map 5, Section A, Parcel 59 to rezone the same from A-1, Agricultural General to I-1, Industrial, Limited.

(ZMP 15:03)

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 4.337 acres of Tax Map 5, Section A, Parcel 59, be and is hereby, rezoned from A-1, Agricultural, General to I-2, Industrial, Limited.

Zoning Map Amendment A-1 to I-1 White Oak Stone Company ZMP 15:03

**Board of Supervisors
Staff Presentation
July 15, 2015**

**Fluvanna County
Dept. of Planning & Community Development**

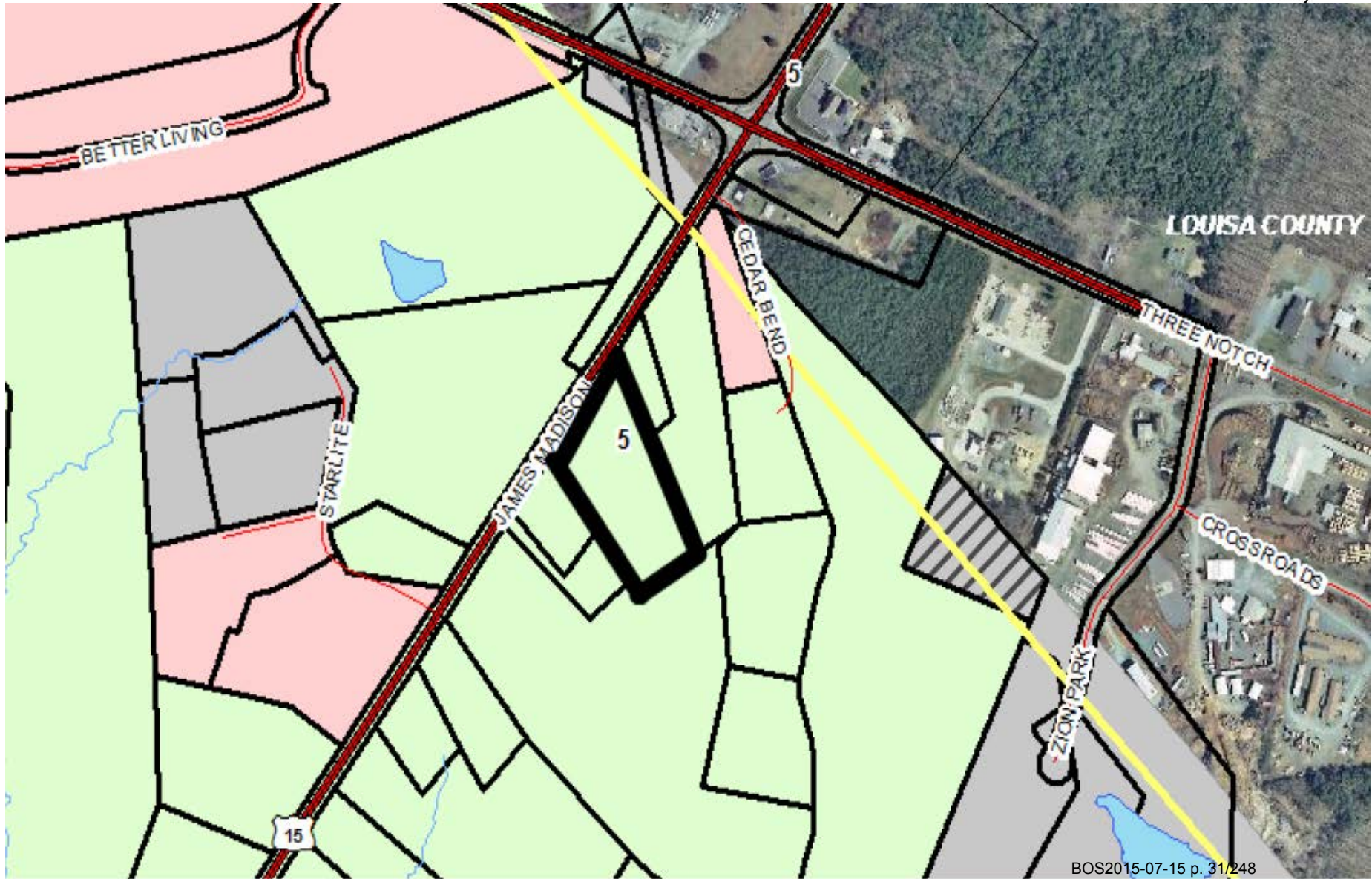


Overview

- Request to rezone 4.337 acres of (Tax Map 5, Section A, Parcel 59) from A-1, Agricultural, General to I-1, Industrial, Limited;
- This parcel is located within the Zion Crossroads Community Planning Area;
- Parcel is currently vacant land.

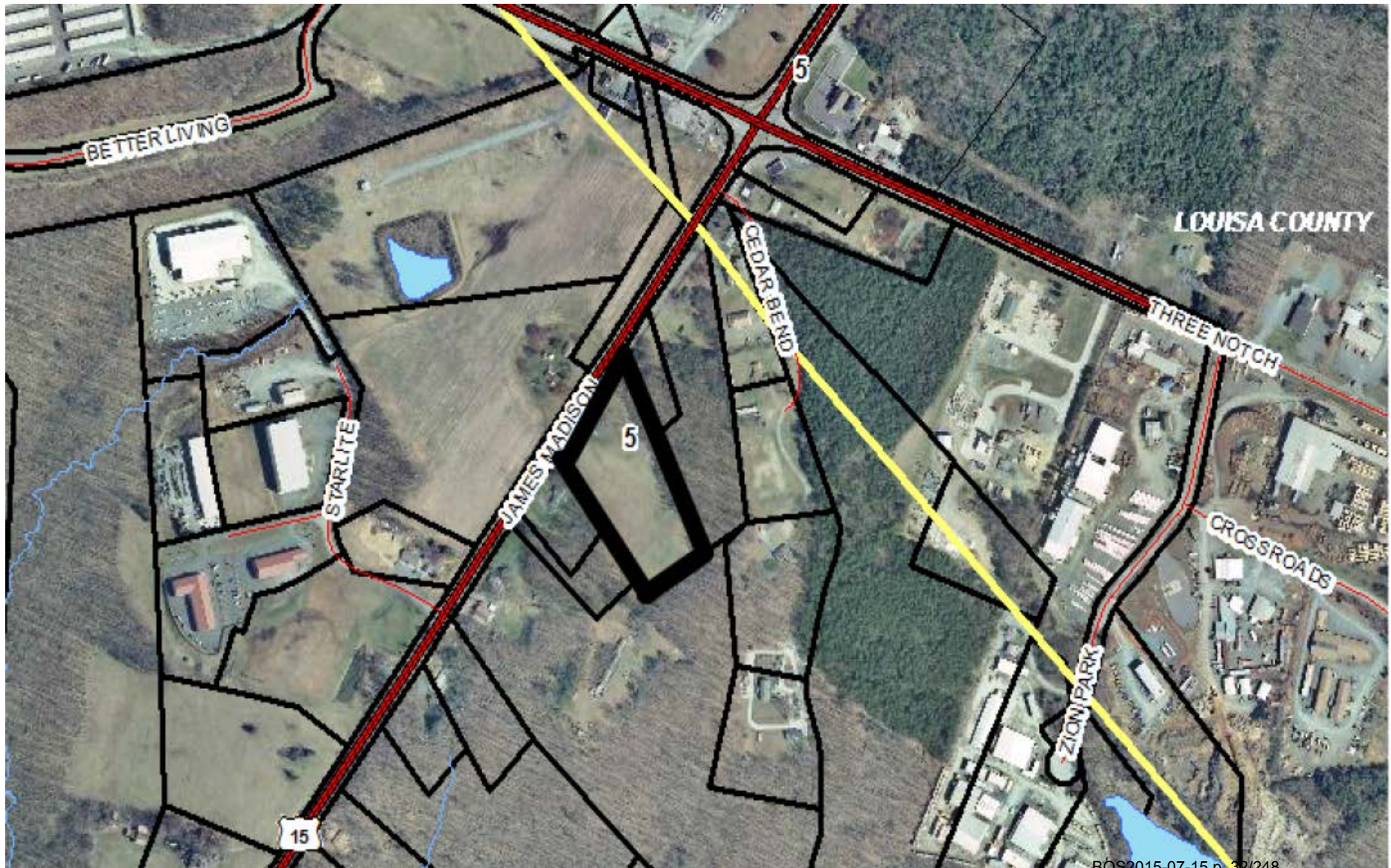
Location - east side of Route 15, approx. 1,000 feet from the Route 15/250 intersection

Fluvanna County



Aerial Image

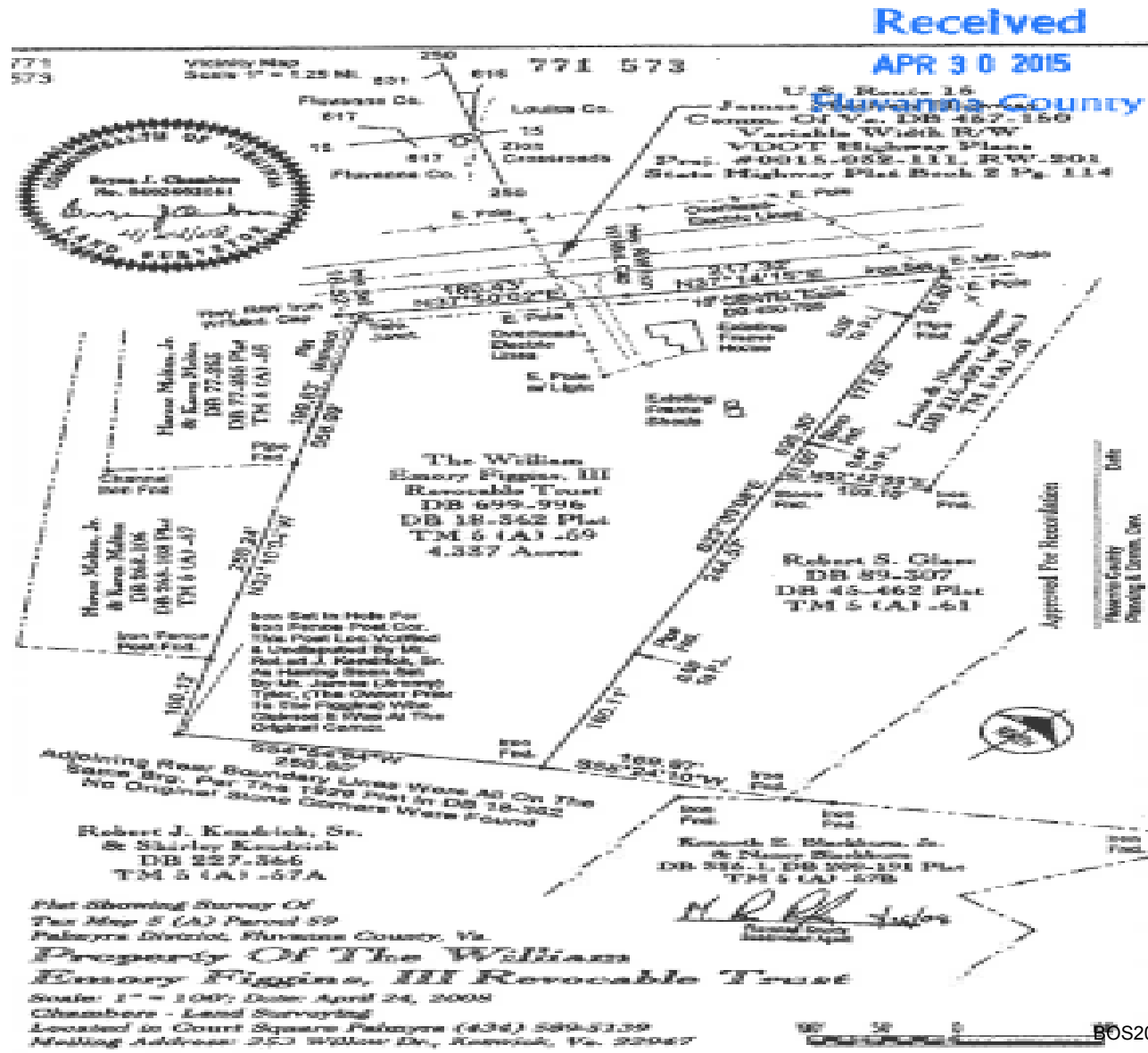
Fluvanna County



BOS2015-07-15 p. 32/248

Sketch Plan

Fluvanna County



Existing site

Fluvanna County



BOS2015-07-15 p. 34/248

Site looking north towards Zion Crossroads intersection

Fluvanna County



BOS2015-07-15 p. 35/248

Analysis & Comprehensive Plan

Fluvanna County

- Request rezoning of 4.337 acres of Tax Map 5-A-59;
- Parcel is located in the Zion Crossroads Community Planning Area;
- If the rezoning is approved, a site development plan will be required;
- The Comprehensive Plan considers this an area that is very conducive to further development due to its location and proximity to major transportation networks;
- This area is one that should be zoned for industrial and/or commercial uses and the county should promote economic development in this area at, along, and near Route 250 and Route 15.

Conclusion

- This rezoning request appears to meet the intent of the comprehensive plan in that *“this area is the county’s primary regional development area and is targeted as a regional employment center and for primarily mixed-use, mixed-income development that will also help develop the infrastructure needed for such development, as well as diversifying the county’s tax base.”*
- Board of Supervisors should consider how this request does (or does not) align with the goals and objectives of the Comprehensive Plan.

Suggested Motion

Fluvanna County

- I move that the Board of Supervisors **approve/deny/defer** ZMP 15:03, a request to amend the Fluvanna County Zoning Map with respect to 4.337 acres of Tax Map 5, Section A, Parcel 59 to rezone the same from A-1, Agricultural, General to I-1, Industrial, Limited.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

AGENDA TITLE:	BSA 15:01, Appeal of Subdivision Agent's determination				
MOTION(s):	I move to uphold the Subdivision Agent's finding that Cunningham Meadows Rural Cluster Subdivision Lot 24 is in Violation of the Fluvanna County Subdivision Ordinance				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Staff recommends upholding the Subdivision Agent's determination				
TIMING:	N/A				
DISCUSSION:	The appellant is appealing the Subdivision Agent's decision to deny final inspection and a Certificate of Occupancy for the Structure at Lot 24 in Cunningham Meadows				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

STAFF REPORT

To: Board of Supervisors
Case Number: BSA 15:01
Tax Map: 17-28-24

Staff: Jason Stewart
District: Cunningham
Date: July 15, 2015

General Info: The Board of Supervisors is scheduled to hear this request at 7:00 pm on Wednesday, July 15, 2015 in the Circuit Court Room in the Courts Building.

Appellant: Liberty Homes (represented by Christopher Malone & Neil S. Talegaonkar, Thompson McMullan)

Requested Action: The appellant is appealing the Subdivision Agent's Decision to deny final inspection and a Certificate of Occupancy for the Structure at Lot 24 in Cunningham Meadows.

Code Sections: Fluvanna County Code Section 19-8-1(a) (Required Improvements) 19-7-5.2 (Lot Layout) of the Subdivision Ordinance. Section 19-1-3(e) of the Subdivision Ordinance provides that no "permit or other approval shall be issued by any official of the County for any improvement relating to any lot or parcel of land subdivided or transferred or sold in violation of this chapter until such violation shall have been abated." Further, Section 22-17-11 (Frontage and Width Requirements) of the Fluvanna County Zoning Ordinance requires that every parcel of land shall abut a road dedicated to public use and maintained by the Virginia Department of Transportation

Location: The affected property is located in the Cunningham Election District on lot 24 of the Cunningham Meadows Subdivision off Route 53. (Attachment B)

Existing Land Use: residential lot (uncompleted home)

Adjacent Land Use: Adjacent properties are zoned A-1, Agricultural, General.

Comprehensive Plan: Rivanna Community Planning Area

Zoning History: SUB 05:69 permitted the development of Cunningham Meadows as a Major Rural Cluster Subdivision in 2005. The Final Plat was approved on March 7, 2007.

Analysis:

The appellant is appealing the Subdivision Agent's decision to withhold a Certificate of Occupancy and Final Inspection on the structure at Cunningham Meadows Lot 24. The property is in violation of the Zoning and Subdivision Ordinances because the roads in the Cunningham Meadows Subdivision have been dedicated to public use but have not yet been brought into the VDOT road system as the Subdivision Ordinance and Zoning Ordinance of Fluvanna County requires for Rural Cluster Subdivisions. An extensive list of outstanding items was sent to the appellant in May of 2014 of items that need to be addressed before VDOT will approve their acceptance into the system. The appellant failed to address the items and denied any responsibility in correspondence dated June 26, 2014. No bond was set aside as surety for the completion of road improvements when the subdivision was initially approved in 2007. The Subdivision Agent's position is that the subdivision as a whole, including lot 24, is in violation of both the Subdivision and Zoning Ordinance and no final inspections or certificate of occupancies will be issued until the roads are improved by the developer and accepted into the VDOT system.

Suggested Motion:

I move to uphold the Subdivision Agent's finding that Cunningham Meadows Rural Cluster Subdivision Lot 24 is in violation of the Fluvanna County Subdivision Ordinance.

Attachments:

- A – Final Plat for Cunningham Meadows
- B – Aerial Vicinity Map
- C. Relevant County Code Sections
- D- May 12, 2014 Letter to Liberty Homes detailing VDOT Punchlist
- E - Liberty Homes response to May 12, 2014 letter
- F – July 9, 2014 Letter from the County detailing the Violation
- G- Appellants Request for an Appeal of the Subdivision Agent
- H- County response to the Appellants request for Appeal.

Copy:

Appellant:

OWNER'S STATEMENT
THE PLATING AND SUBDIVISION OF TAX MAP 17, SECTION A, PARCEL 64 LOCATED IN THE PALMIRA MAGISTERIAL DISTRICT AND RECORDED IN DB 669 PAGE 172, CONTAINING 76.76 ACRES, AND DESIGNATED CUNNINGHAM MEADOWS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY, THAT ALL STREETS SHOWN ON THE PLAN ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION TO PUBLIC USE, AND THAT ALL LOTS ARE SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS DATED 1/12/07 AND RECORDED AT PG 15 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA.

[Signature] 1/12/07
DATE

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.

[Signature] 3/7/07
DIRECTOR OF PLANNING DATE

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 CO., VA. REGARDING THE PLATING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

[Signature] 1/12/07
DATE

VOOT APPROVAL
[Signature] 3/7/07
DATE

HEALTH DEPARTMENT APPROVAL

THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL ONSITE SEWAGE SYSTEMS IN ACCORDANCE WITH THE PROVISIONS OF THE CODE OF VIRGINIA THE SEWAGE HANDLING AND DISPOSAL REGULATIONS (12 VAC 5-510-10 et. seq.), the "REGULATIONS", AND LOCAL ORDINANCES IF THE LOCALITY HAS AUTHORIZED THE LOCAL HEALTH DEPARTMENT TO ACCEPT PRIVATE EVALUATIONS FOR COMPLIANCE WITH THE LOCAL ORDINANCES.

THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THE CERTIFICATION THAT APPROVED LOTS ARE SUITABLE FOR "TRADITIONAL SYSTEMS". HOWEVER ACTUAL SYSTEM DESIGN MAY BE DIFFERENT AT THE TIME CONSTRUCTION PERMITS ARE ISSUED.

THIS SUBDIVISION WAS SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW PURSUANT TO SECTION 32.1-16.3.5 OF THE CODE OF VIRGINIA WHICH REQUIRES THE HEALTH DEPARTMENT TO ACCEPT PRIVATE SOIL EVALUATIONS AND DESIGNS FROM THE AUTHORIZED ONSITE SOIL EVALUATOR (AOSE) OR A PROFESSIONAL ENGINEER WORKING IN CONSULTATION WITH AN AOSE FOR RESIDENTIAL DEVELOPMENT. THE DEPARTMENT IS NOT REQUIRED TO PERFORM A FIELD CHECK IN COMPLIANCE WITH THE BOARD OF HEALTH'S REGULATIONS BY: ARCHIE G. ARNOLD AOSE# 263. TELEPHONE (434) 860-8076. THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION.

THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION. PURSUANT TO SEC. 360 OF THE REGULATIONS THIS APPROVAL IS NOT AN ASSURANCE THAT SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMITS WILL BE ISSUED FOR ANY LOT IN THE SUBDIVISION UNLESS THAT LOT IS SPECIFICALLY IDENTIFIED AS HAVING AN APPROVED SITE FOR AN ONSITE SEWAGE DISPOSAL SYSTEM, AND UNLESS ALL CONDITIONS AND CIRCUMSTANCES ARE PRESENT AT THE TIME OF APPLICATION FOR A PERMIT AS ARE PRESENT AT THE TIME FOR APPROVAL. THIS SUBDIVISION MAY CONTAIN LOTS THAT DO NOT HAVE APPROVED SITES FOR ONSITE SEWAGE DISPOSAL SYSTEMS.

REFERENCE SHALL BE MADE TO SOIL REPORTS, DRAINFIELD SITES AND WELL SITES. PLANS AND PERMITS WILL BECOME ON FILE WITH THE DEPARTMENT OF HEALTH AND COMPLIANCE ADHERED TO BEFORE ANY WATER SUPPLY OR SITE SEWAGE DISPOSAL SYSTEM ARE COMMENCED.

ONSITE SEWAGE AND WASTEWATER DISPOSAL SYSTEM AND WATER SUPPLY SYSTEMS SHALL BE CONSTRUCTED AND/OR INSTALLED IN ACCORDANCE WITH THE PLAN AND PERMITS APPROVED BY THE HEALTH DEPARTMENT.

SEPTIC SYSTEMS ARE SIZED FOR THREE BEDROOMS. SOIL OF BUILDING SITES OR OTHER SITES SHALL NOT BE TREATED FOR TERMITES UNLESS WELL CAN BE LOCATED 50' OR MORE FROM THE BUILDING SITE OR COMPLIANCE IS MET WITH REGARD TO GMP 132.

BASEMENT PLUMBING FIXTURES WERE NOT CONSIDERED IN SEPTIC SYSTEM LAYOUT.

PUMP CHAMBERS MAY BE REQUIRED DEPENDING ON THE TYPE OF SEWAGE SYSTEM AND/OR FINAL LOCATION OF THE DWELLING.

[Signature] 3/1/07
FLUVANNA COUNTY HEALTH OFFICER DATE

DRAWING INDEX

- 1 of 7 COVER SHEET
- 2 of 7 SUBDIVISION PLAT
- 3 of 7 SUBDIVISION PLAT
- 4 of 7 SUBDIVISION PLAT
- 5 of 7 EASEMENTS
- 6 of 7 EASEMENTS
- 7 of 7 EASEMENTS

SITE DATA

OWNER/DEVELOPER:
Acres Development
929 Lake Monticello Road
Palmira, VA 22963
(434) 569-4265

SOURCE OF TITLE: DB 669-172

LOCATION OF LAST INSTRUMENT IN THE CHAIN OF TITLE: DB 669-172

ZONING: A1 - AGRICULTURAL

MAGISTERIAL DISTRICT: CUNNINGHAM

TOTAL AREA: 76.76 ACRES

PRESENT USE: VACANT

PROPOSED USE: RESIDENTIAL

SETBACKS:
FRONT: 25'
SIDES: 10'
REAR: 25'
ROUTE 53: 200'

GENERAL NOTES

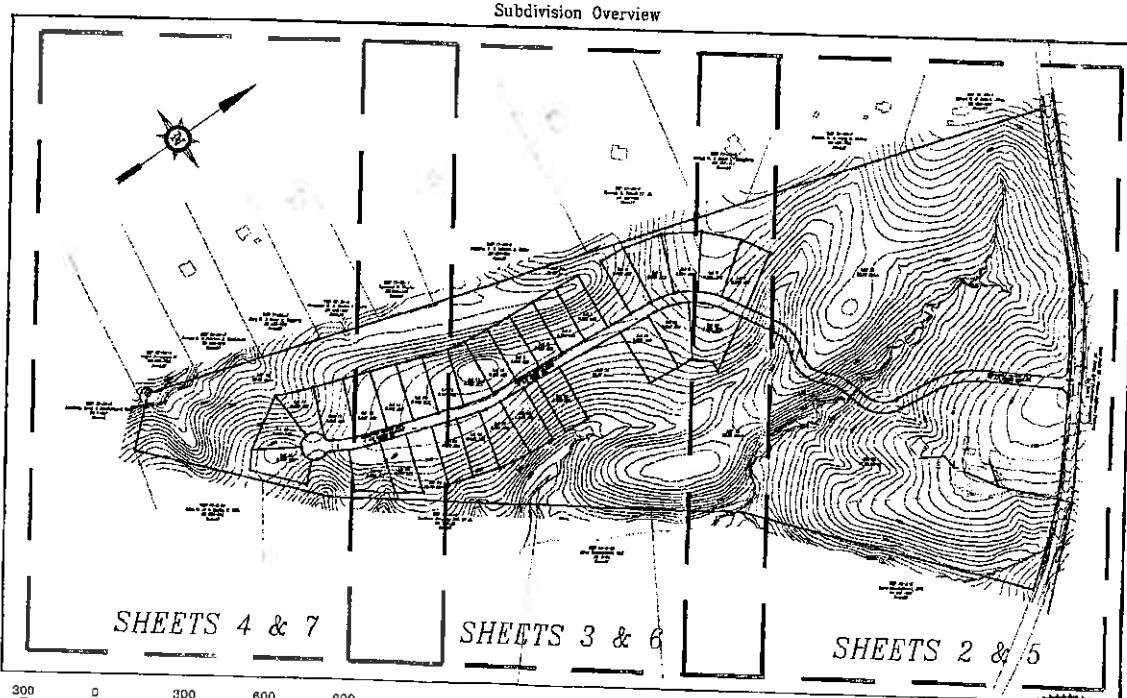
1. Cunningham Meadows Drive is hereby dedicated to public use.
2. A 10-foot drainage and utility easement along front property lines is hereby dedicated to public use.
3. Actual driveway locations may vary from what is shown on this plat.
4. Lot 50 shall become the open space parcel for this rural cluster development. In accordance with Section 22-4-10.14(a), the existing single family residence shall remain. The lot shall be sold and the owner shall be responsible for maintenance of the open space parcel.
5. A right-of-way dedication for State Route 53 could not be located in the county clerk's office. The right-of-way shown on this plat was obtained from road plans for VDOT project 1353-K, noted January 5, 1999.
6. This survey was performed for Acres Development, LLC.
7. No title report was furnished for this plat.
8. Actual well locations may vary from what is shown on this plat.

AREA SUMMARY FOR PARCEL 64

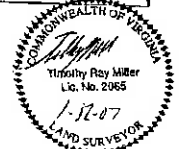
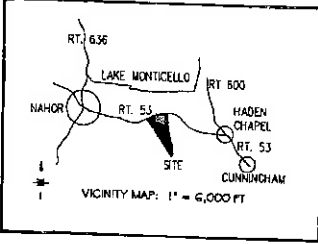
NEW 25 CLUSTER LOTS 15.32 Acs (76.00%)
NEW RIGHT OF WAY 3.08 Acs (4.00%)
NEW LOT 30 58.36 Acs (76.00%)
TOTAL 76.76 Acs (100.00%)

LEGEND

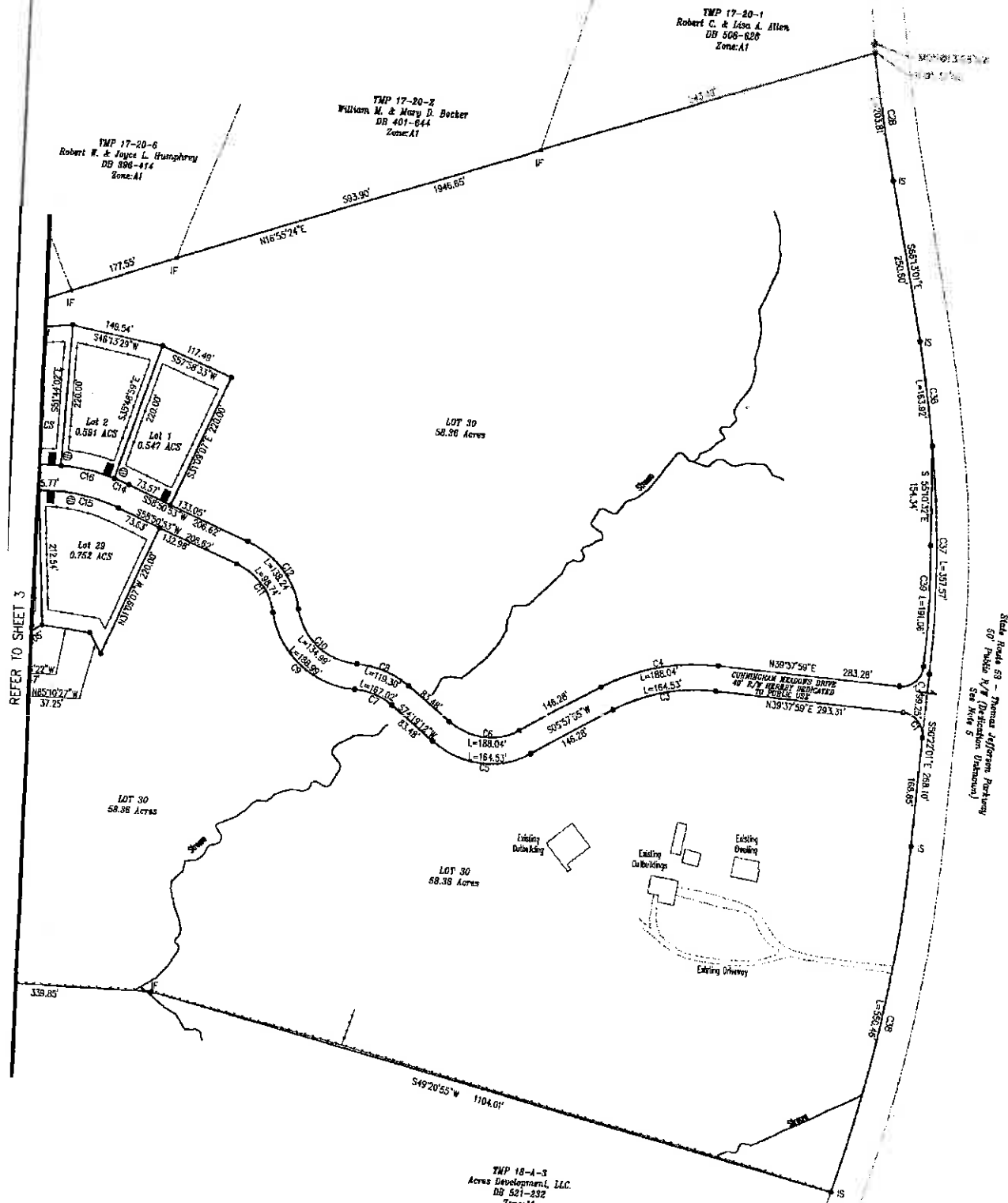
- 8" Iron Rail Road
- 100' Iron Rail Set
- 100' Iron Rail
- 10' Primary Drainfield
- 25' Reserve Drainfield
- Existing Fence
- Building Setback
- Conceptual Well
- New Survey Easement



Dominion Development Resources, LLC
172 South Parkers Drive
Charlottesville, VA 22911
(434) 975-0101
(434) 975-1051
1000Acm

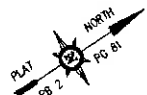


PLAT SHOWING SUBDIVISION OF
TAX MAP 17, SECTION A, PARCEL 64
CUNNINGHAM MEADOWS
CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VIRGINIA
SCALE: 1" = 100' SHEET: 1 of 7
FILED 12-15-07 DATE: 12-15-07
BOS2015-07-15 p. 43/248



Dominion Development Resources, LLC
172 South Parkways Drive
Chickadee, VA 22911
434.575.9121
434.575.1601
DORVA, LLC

TWP 18-A-3
Acres Development, LLC.
DB 521-232
Zone: A1

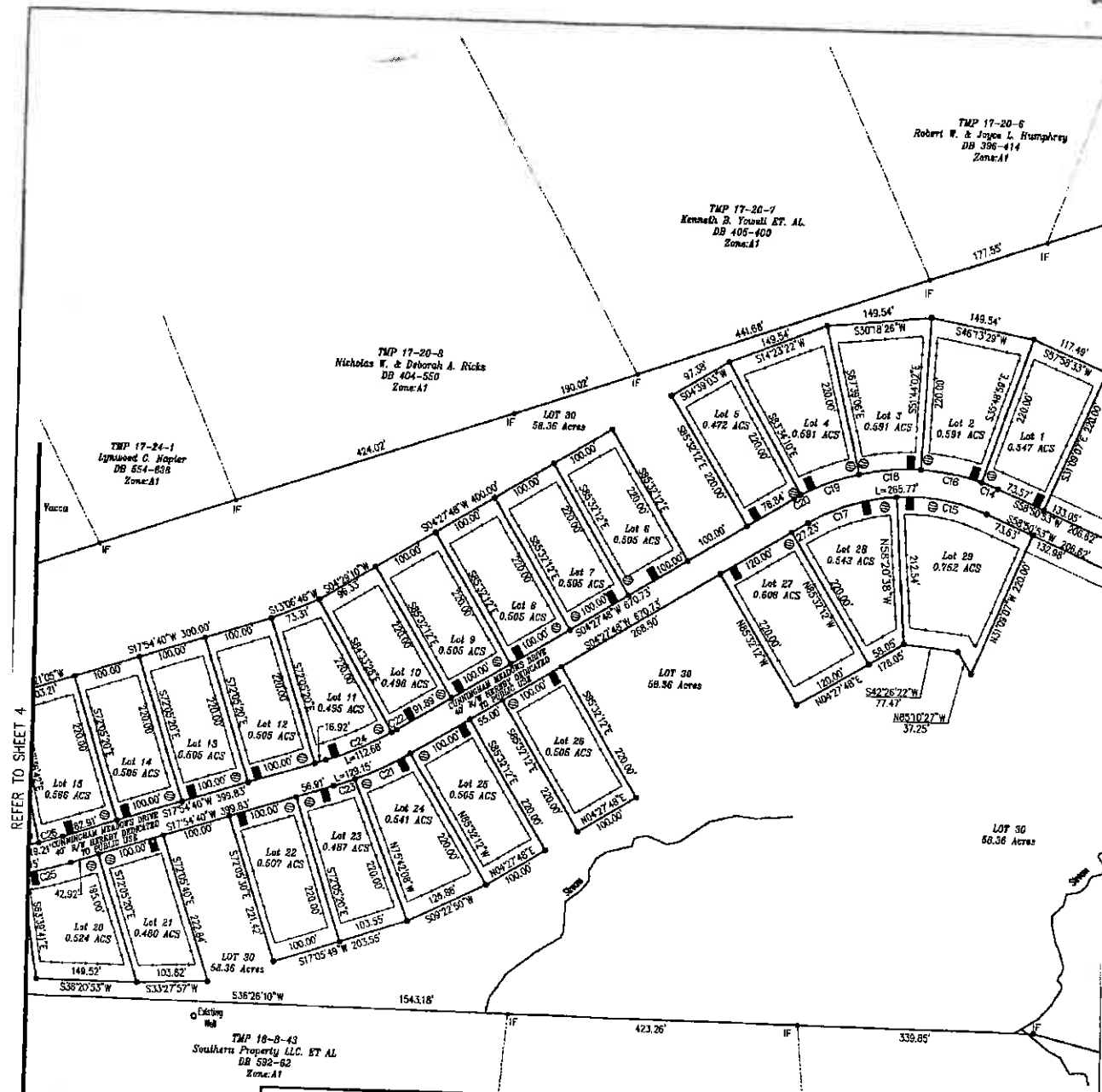


100 0 100 200 300
SCALE: 1" = 100'



PLAT SHOWING SUBDIVISION OF
TWP MAP 17, SECTION A, PARCEL 64
CUNNINGHAM MEADOWS
CUNNINGHAM DISTRICT, PLATYANNA COUNTY, VIRGINIA
SCALE: 1" = 100' SHEET: 2 of 7
FILED: 06/15/2015

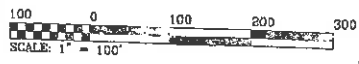
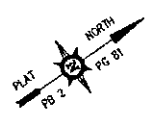
BOS2015-07-15 P. 4/2008



Boundary Curve Table

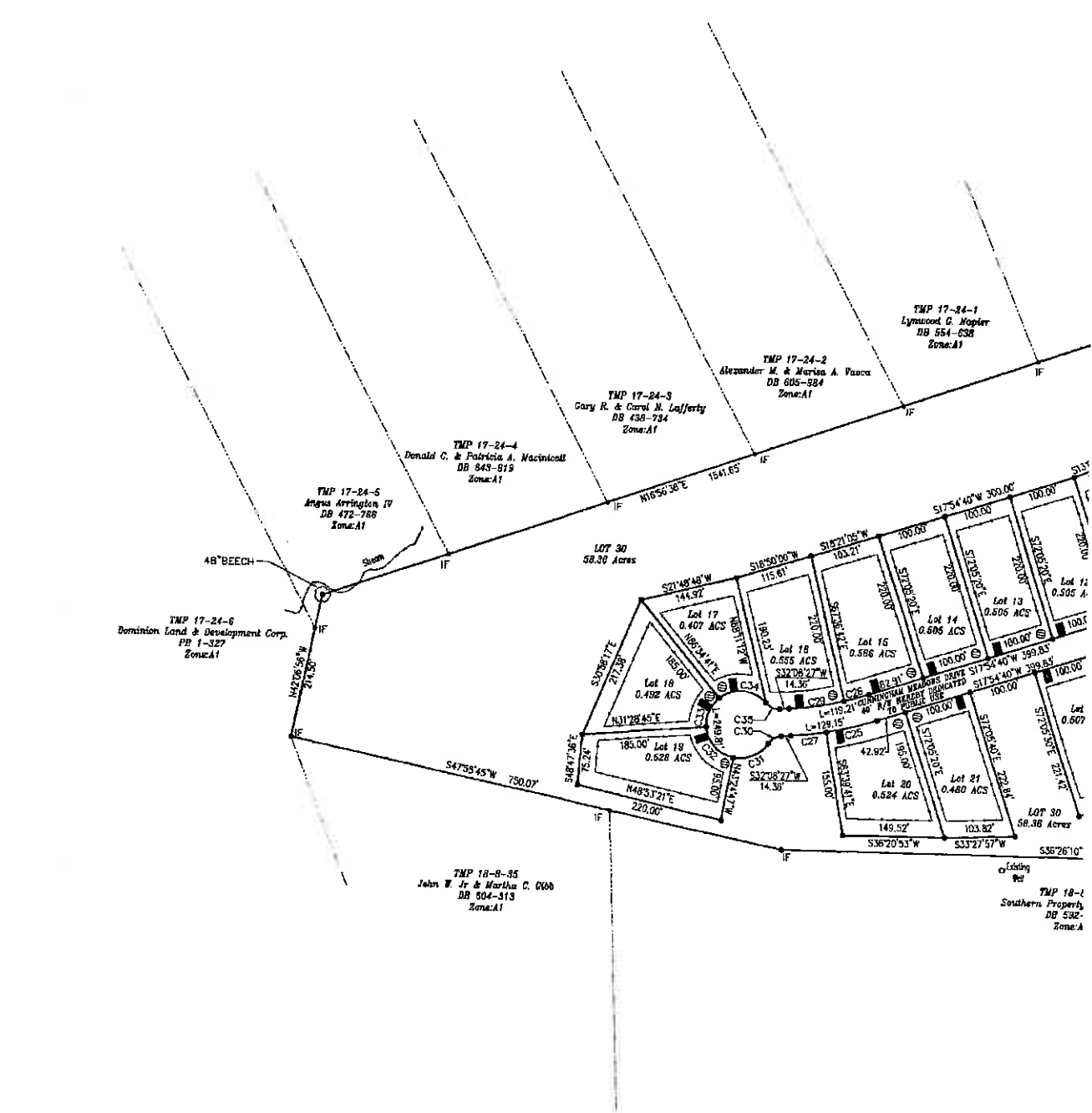
Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear
C1	35.00	35.00	54.98	90.0000	49.59	S 82°37'58" W
C2	35.00	35.00	54.98	90.0000	49.59	S 05°32'03" W
C3	280.00	64.72	164.53	334.004	182.17	S 22°47'57" W
C4	320.00	66.87	184.04	334.004	185.64	S 22°47'57" W
C5	740.00	26.06	187.02	86.2117	157.29	S 40°08'34" W
C6	100.00	67.90	119.30	86.2117	122.03	N 40°08'34" E
C7	100.00	32.73	63.26	36.7439	62.71	S 58°15'31" W
C8	140.00	45.82	88.36	56.7439	67.09	S 58°15'31" W
C9	140.00	112.03	188.99	77.2045	124.97	S 76°44'56" W
C10	180.00	80.04	134.99	77.2045	94.78	S 87°08'06" W
C11	100.00	33.81	65.72	58.3426	74.04	S 36°30'57" W
C12	140.00	75.34	135.24	58.3426	132.69	S 87°08'06" W
C13	320.00	13.03	26.05	4.3954	26.04	S 45°09'07" W
C14	280.00	67.72	139.89	27.1131	130.64	S 45°09'07" W
C15	320.00	44.74	68.90	15.5004	66.62	S 45°09'07" W
C16	320.00	67.72	132.85	27.1131	131.64	S 18°03'35" W
C17	480.00	44.74	88.90	15.5004	86.62	S 30°18'28" W
C18	320.00	44.74	68.90	15.5004	66.62	S 14°23'21" W
C19	320.00	44.74	68.90	15.5004	66.62	S 05°32'03" W
C20	320.00	44.74	68.90	15.5004	66.62	S 05°32'03" W
C21	320.00	44.74	68.90	15.5004	66.62	S 05°32'03" W
C22	480.00	4.10	8.20	0.9843	8.20	S 04°57'10" W
C23	320.00	16.40	32.79	3.3648	32.79	S 16°08'16" W
C24	480.00	52.44	104.48	12.2808	104.25	S 11°40'36" W
C25	320.00	38.31	76.49	6.2540	76.42	S 22°07'29" W
C26	480.00	18.76	37.51	4.2502	37.50	S 20°06'59" W
C27	320.00	26.33	52.66	5.4909	52.64	S 19°44'21" W
C28	2630.00	101.84	203.81	4.0222	203.78	S 64°17'29" E
C29	490.00	40.35	80.70	9.4506	81.60	S 27°15'51" E
C30	25.00	12.50	25.00	90.0000	22.36	S 65°34'31" E
C31	50.00	33.45	66.90	87.3435	58.61	S 12°47'50" E
C32	50.00	33.45	66.90	87.3435	58.61	S 84°01'59" W
C33	50.00	48.87	97.74	88.4104	46.29	S 30°58'17" E
C34	25.00	12.50	25.00	90.0000	22.36	S 65°34'31" E
C35	1885.00	82.01	163.92	4.3857	163.87	S 04°43'52" E
C36	1885.00	179.32	357.37	10.5200	357.03	S 05°48'01" E
C37	2267.00	276.99	550.46	13.5444	549.11	S 43°24'37" E
C38	975.00	95.61	191.05	5.5018	190.98	S 53°37'14" E

TWP 18-8-45
Acres Development, LLC.
PB 2-81
Zone: A1

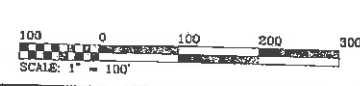
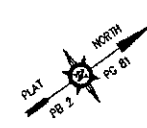


Dominion Development Resources, LLC
172 South Parkway Drive
Charlottesville, VA 22911
434.578.8121 (cell)
434.578.1631 (fax)
DDR@aol.com

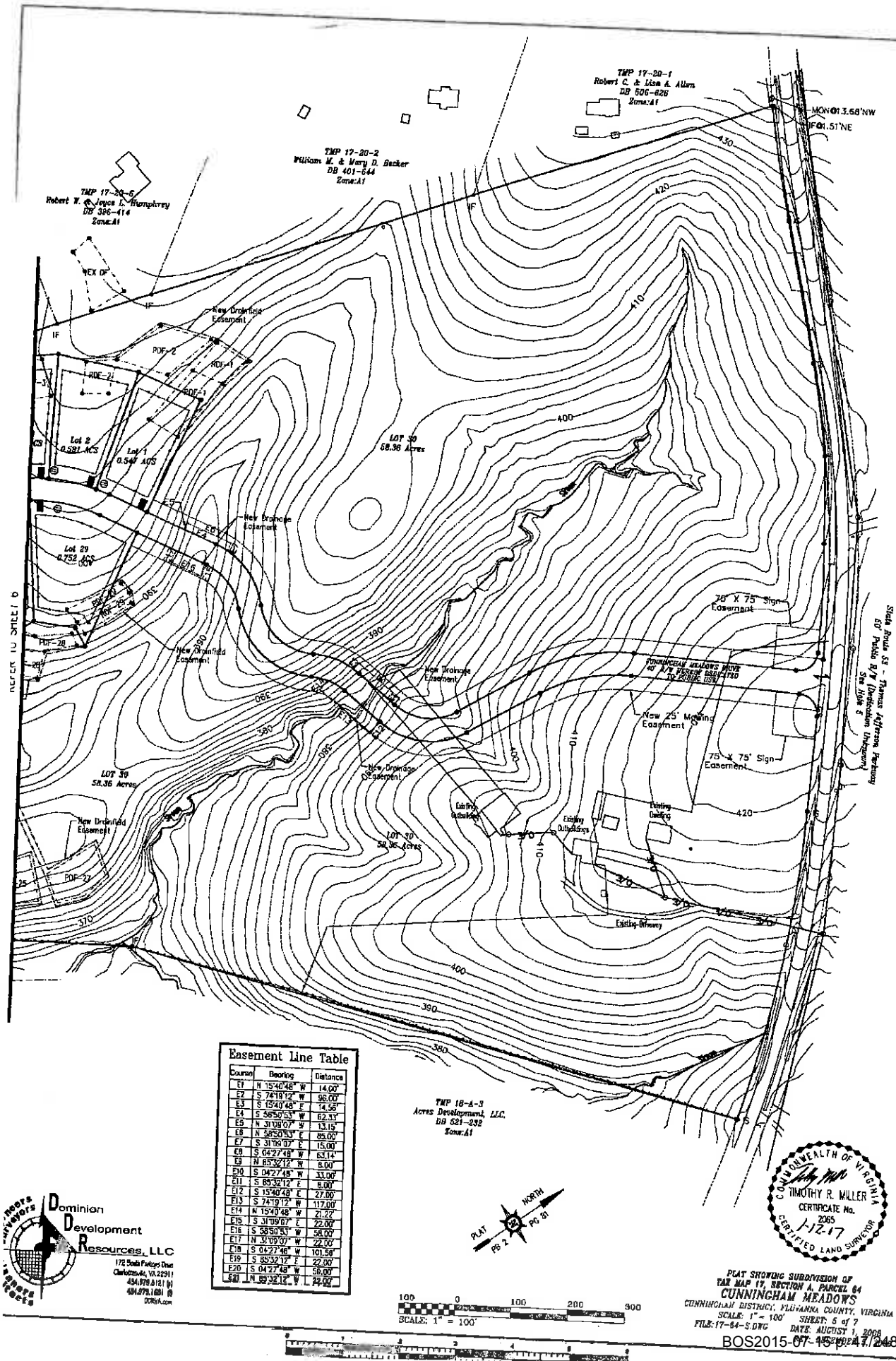
PLAT SHOWING SUBDIVISION OF
TWP MAP 17, SECTION 1, PARCEL 84
CUNNINGHAM MEADOWS
CUNNINGHAM DISTRICT, FLUJANNA COUNTY, VIRGINIA
SCALE: 1" = 100' SHEET: 3 of 7
FILE: 17-54-S.DWC DATE: AUGUST 1, 2008
RTM: RICHMOND, VA



Dominion Development Resources, LLC
 172 South Parkways Drive
 Charlottesville, VA 22911
 804.375.8121 (M)
 804.375.1021 (F)
 DCR/LLC



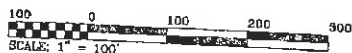
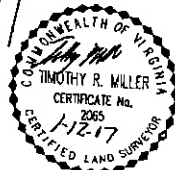
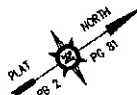
PLAT SHOWING SUBDIVISION OF
 TAX MAP 17, SECTION 4, PARCEL 64
CUNNINGHAM MEADOWS
 CUNNINGHAM DISTRICT, FLOYD COUNTY, VIRGINIA
 SCALE: 1" = 100' SHEET: 4 of 7
 FILE: 17-64-S.DWG DATE: AUGUST 1, 2006
 REV: DECEMBER 5, 21



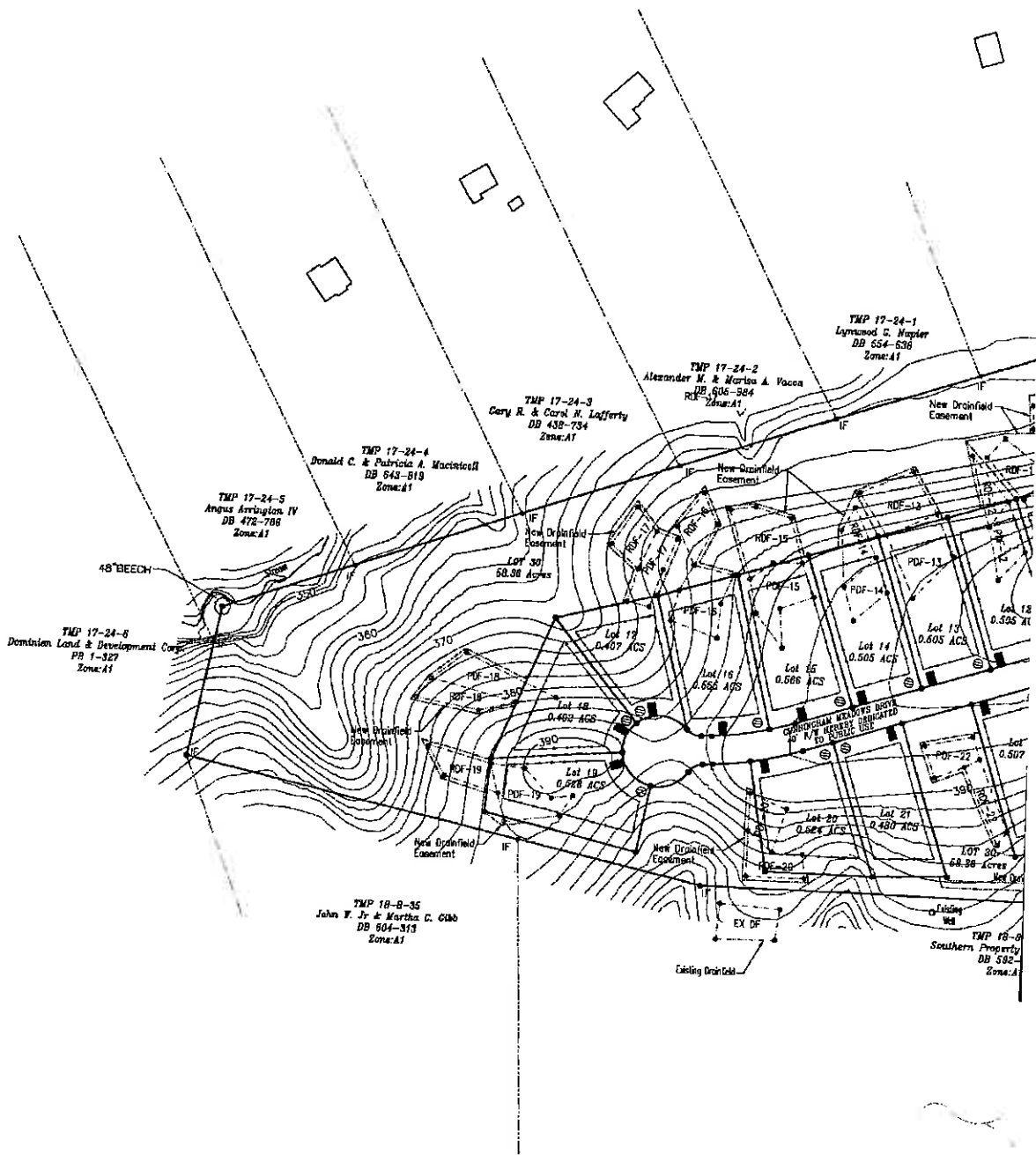
Easement Line Table

Course	Bearing	Distance
E1	N 15°40'48" W	14.00'
E2	S 74°19'12" W	36.00'
E3	S 15°40'48" E	14.58'
E4	S 58°50'53" W	62.33'
E5	N 31°08'07" W	13.15'
E6	N 58°50'53" E	66.00'
E7	S 31°08'07" E	15.00'
E8	S 04°27'48" W	63.14'
E9	N 63°32'12" W	8.00'
E10	S 04°27'48" E	33.00'
E11	S 85°32'12" E	8.00'
E12	S 15°40'48" E	27.00'
E13	S 74°19'12" W	117.00'
E14	N 15°40'48" W	21.22'
E15	S 15°08'07" E	22.00'
E16	S 58°50'53" W	34.00'
E17	N 31°08'07" W	22.00'
E18	S 04°27'48" W	101.58'
E19	S 85°32'12" E	22.00'
E20	S 04°27'48" E	56.00'
E21	N 89°32'12" W	29.00'

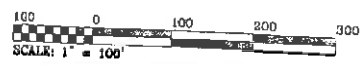
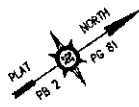
TMP 18-A-3
Acres Development, LLC.
DB 521-232
Zone A1



PLAT SHOWING SUBDIVISION OF
PAR 17, SECTION A, PARCEL 64
CUNNINGHAM MEADOWS
CUNNINGHAM DISTRICT, FLAMMANCE COUNTY, VIRGINIA
SCALE: 1" = 100' SHEET: 5 of 7
FILE: 17-64-S.DWG DATE: AUGUST 1, 2008
BOS2015-07-15-17-64-248



Domination Development Resources, LLC
 172 South Potomac Drive
 Quantico, VA 22911
 434.578.0121
 434.578.1621
 DORVA.com



PLAT SHOWING SUBDIVISION OF
 TAX MAP 17, SECTION A, PARCEL 64
CUNNINGHAM MEADOWS
 CUNNINGHAM DISTRICT, FLOYD COUNTY, VIRGINIA
 SCALE: 1" = 100' SHEET: 7 of 7
 FILE: 17-64-S.DWG DATE: AUGUST 1, 2008
 REV: DECEMBER 5, 200

Cunningham Meadows: Lot 24



Article 7. Subdivision Design Standards**Sec. 19-7-1. Generally.**

The subdivider and the county shall be mutually responsible for the orderly development of the land. Nothing herein shall be deemed to require the approval of any plat which the Subdivision Agent shall determine to be contrary to sound engineering or surveying practice or which shall constitute a danger to the public health, safety or general welfare. The Subdivision Agent shall review all subdivisions, and may require reasonable changes to the design of such plats to ensure that the development is in conformity with the Comprehensive Plan, rationally designed, suitably adapted to the topography, efficient for the provision of utilities and services, coordinated with the future provision of capital improvements in the surrounding area, and has minimal negative impact on adjoining property. Their discretion shall be guided by the standards set forth in this article. (Ord. 8-1-12)

Sec. 19-7-2. Rural cluster subdivisions.

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

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

- (e) Delineate boundaries of individual residential lots and any residue, in accordance with the lot size, dimension, setback, and yard requirements of Chapter 22. (Ord. 8-1-12)

Sec. 19-7-3. Rational design.

Lot sizes and shapes, block sizes and shapes, and street networks and alignments shall be designed in accordance with accepted planning practices to produce a rational and economical system without undue clearing or grading. (Ord. 8-1-12)

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

If the site contains floodplains, wetlands or slopes steeper than 20%, the proposed development shall be designed to protect against such dangers as erosion, sedimentation, flooding, landslide or subsidence. (Ord. 8-1-12)

Sec. 19-7-5. Infrastructure.

All streets, water systems, sewer systems, storm drainage systems, solid waste collection systems, and other utilities and services shall be coordinated with the existing and planned systems in the surrounding area, and shall be designed and constructed so as to minimize the cost of operation and maintenance and so as to maximize the safety, convenience and efficiency thereof. All lots shall be designed to provide for safe and convenient vehicular access to public streets. Driveway locations, which shall conform to good engineering practice and, in particular, to the regulations of the Virginia Department of Transportation, shall be specified on the plat.-(Ord. 8-1-12)

Sec. 19-7-5.1. Street layout.

The following requirements and standards of street layout shall apply:

- (a) The subdivision street layout shall conform in all essential respects with any adopted small area plan and the transportation element and other aspects of the Comprehensive Plan. Proposed streets shall provide for the continuation of existing, planned or platted streets on adjacent tracts, unless such continuation shall be prevented by topography or other physical condition, or unless such extension is found by the Subdivision Agent to be unnecessary for the coordination of development between the subdivision and such adjacent tract.

SUBDIVISIONS

12-31-08

- (b) Where the subdivision abuts or contains an existing public road, the Subdivision Agent may require that measures be taken to reduce the impact of heavy traffic on the lots abutting or fronting upon such road, and to conserve the capacity of such road to serve through traffic, by one of the following means:

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

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

- (c) Cul-de-sacs shall serve five or fewer lots, and shall be connected to other streets by pedestrian paths.
- (d) Intersections of streets shall be at an angle as nearly 90 degrees as topography and good design will permit.
- (e) Alleys may be provided in the rear of lots.
- (f) Cross access easements may be provided for any commercial, multi-family, and industrial subdivision and shall meet the surfacing requirements of the proposed off-street parking as required by the type of use and development contemplated, in compliance with Chapter 22 of this code. Any such easement is subject to the approval of the County Attorney. (Ord. 8-1-12)

Sec. 19-7-5.2. Lot layout.

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

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

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

- (b) The dimensions and layout of lots reserved or planned for commercial, multi-family, and industrial purposes shall be adequate to provide for any off-street parking and service facilities required by the type of use and development contemplated, in compliance with Chapter 22 of this code. The Subdivision Agent may require the subdivider to demonstrate compliance by providing a schematic layout of the anticipated development of such lots. (Ord. 8-1-12)

Sec. 19-7-5.3. Easements.

Where a proposed subdivision is traversed by any stream, water course or drainageway, or a drainageway is proposed, the subdivider shall make adequate provision for the proper drainage of surface water, including the provision of easements along such streams, water courses, and drainageways. The Subdivision Agent may require permanent easements of appropriate width for poles, wires, conduits, storm and sanitary sewers, gas, water mains, and other public utilities, and temporary easements for the future construction thereof, along all lot lines and in other locations deemed necessary to adequately and efficiently serve all subdivision lots and the surrounding area. Such easements may be required for both existing and planned utilities. (Ord. 8-1-12)

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

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

Where the proposed subdivision includes lands proposed for use as public parks, school sites, or public water or sewer provision under the Comprehensive Plan, the Subdivision Agent shall request the subdivider to indicate the location of such lands on the subdivision plat. The Subdivider shall also provide the written agreement for the acquisition of the lands or facilities between the subdivider and the receiving agency. No public agency is compelled by this chapter to accept any proposed land or facilities. (Ord. 8-1-12)

Sec. 19-7-6. Phasing.

If the subdivider desires to complete the improvements shown on the preliminary plat over a period of more than one year, he may submit a preliminary plat showing the entire development at completion, and delineating two or more phases to be improved in succession, together with a schedule for completion of each phase. After such plat has been approved, he may construct the improvements in, and submit a final plat for, each phase, consistent with the approved schedule. Pursuant to the requirements of Section 15.2-2241(5) of the Code of Virginia, if a developer records a final plat which is a section of a subdivision as shown on an approved preliminary plat, the developer shall have the right to record the remaining sections shown on the preliminary plat for a period of five years from the recordation date of the first section. (Ord. 8-1-12)

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

The proposed development shall be designed to minimize the impact of noise, glare and pollution on adjoining property, and to protect the surrounding lands from the same. (Ord. 8-1-12)

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

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

- a. The riparian protection area shall be at least 50 feet wide along both sides of all intermittent streams, at least 75 feet wide along both sides of all perennial streams, and at least 100 feet wide along both sides of the Hardware River, Rivanna River, and James River.

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

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

- e. The Subdivision Agent may allow for a modification of the riparian protection area requirements by providing alternative measures for riparian protection, by means of substitution of materials, design, or technique, which the Subdivision Agent determines to provide the same or greater degree of riparian protection compared to such area requirements and is determined by the Subdivision Agent to be reasonably necessary to permit reasonable uses of the property which are otherwise permitted by law. A request for a modification shall be submitted and evaluated as follows:
 1. At a minimum, a request for any modification shall include the following information:
 - a. A site map that includes the locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by a field survey;
 - b. A description of the shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property;
 - c. A detailed site plan that shows the locations of all existing and proposed structures and impervious cover and the limits of all existing and proposed land disturbance. The exact area of the riparian protection area to be affected shall be accurately and clearly indicated;
 - d. Documentation of unusual hardship should the requirements be maintained;
 - e. At least one alternative plan, which meets the requirements of this section, or an explanation of why such a plan is not feasible;
 - f. A stormwater management plan, if applicable;
 - g. A calculation of the total area of intrusion into the riparian protection area; and
 - h. Proposed mitigation, if any, for an intrusion into the riparian protection area. If no mitigation is proposed, the request must include an explanation of why none is being proposed.
 2. The following factors will be considered by the Subdivision Agent in determining whether to issue a modification:

SUBDIVISIONS

12-31-08

- a. The shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property;
- b. The locations of all streams and waterways on the property, including along property boundaries;
- c. Whether alternative designs are possible which require less intrusion or no intrusion into the riparian protection area;
- d. The long-term and construction water-quality impacts of the proposed modification; and
- e. Whether allowance of the modification is at least as protective of natural resources and the environment, including local water quality. (Ord. 8-1-12)

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

No subdivision plat shall be approved unless and until it shall be determined that the same complies with Chapter 22 of this code. Subdivisions that are prepared consistent with approved Master Plans as provided in Chapter 22 of this code, shall be subject to the street and lot layout design and improvement standards provided for in that Master Plan. (Ord. 8-1-12)

Chapter 19
SUBDIVISIONS¹

Article 1. General Provisions

Sec. 19-1-1. Purpose.

The purpose of this chapter is to promote the public health, safety, and general welfare; further the orderly development and use of land; lessen congestion of the county's road system; provide for safe and proper ingress and egress to lots; ensure proper legal description of subdivided land; provide for adequate light and air; facilitate adequate provisions for transportation, water, sewage, drainage, schools, parks, playgrounds, and other public requirements; secure safety from fire, flood, panic, and other dangers; facilitate the further resubdivision of parcels or tracts of land in growth areas designated by the Fluvanna County Comprehensive Plan; preserve outstanding natural or cultural features and historic sites and structures; preserve the rural landscape of the county; and provide other benefits to the health, comfort, safety or welfare of the present and future population of the county in accordance with all elements of the Comprehensive Plan. This chapter shall be interpreted in conjunction with the Comprehensive Plan and chapter 22 of this code.²

Sec. 19-1-2. Jurisdiction.

This chapter shall apply to all lands in Fluvanna County, Virginia, including those covered by water; except for the areas within the corporate limits of the Town of Scottsville and the Town of Columbia.

Sec. 19-1-3. Plat required.

¹For state law as to subdivision and development of land, see Va. Code section 15.2-2240, et seq.

Editor's note -- The Subdivision Ordinance of Fluvanna County, Virginia, was adopted 4-22-74, revised 2-3-94, 2-4-04 and generally ratified 5-5-04. Amendments subsequent to 5-5-04 are identified in this chapter by the date of amendment in parentheses following the affected section.

²Chapter 22 of this code sets out the provisions adopted as the Zoning Ordinance of Fluvanna County, Virginia.

SUBDIVISIONS

12-31-08

No person shall subdivide land without making and recording a plat of such subdivision and fully complying with the provisions of this chapter.

- (a) No such plat shall be recorded unless it is in compliance with this ordinance and has been approved by the Subdivision Agent appointed by the Fluvanna County Board of Supervisors as provided in this chapter.
- (b) No person shall sell or convey any lot or part of a subdivision unless the plat of the subdivision has been approved and recorded.
- (c) Any person violating the foregoing provisions of this section shall be subject to a fine of not more than \$500 for each lot or parcel of land so subdivided or transferred or sold; and the description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from such penalties or from the remedies provided in this chapter.
- (d) No clerk of any court shall file or record a plat of a subdivision required by this chapter to be recorded until such plat has been approved as required by this chapter.
- (e) No permit or other approval shall be issued by any official of the County for any improvement relating to any lot or parcel of land subdivided or transferred or sold in violation of this chapter until such violation shall have been abated.

Article 8. Required Improvements**Sec. 19-8-1. Streets.**

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

- (a) In any major subdivision, as defined herein, all streets shall be designed and constructed in conformance with the Virginia Department of Transportation's subdivision street requirements. Preliminary plans for all such streets shall have been approved by the Virginia Department of Transportation prior to approval of the preliminary plat.
- (b) Proposed street names shall be shown on the preliminary plat, and may be changed by the Subdivision Agent. Names of new streets shall not duplicate names of existing streets, irrespective of suffixes. Any street that is a continuation of an existing street shall bear the name of the existing street. The governing body may institute a fee in order to acquire and install all street identification signs. Where a street is planned for future extension, and a stub street serving three or more lots is proposed for construction as part of a subdivision, a temporary turnaround shall be provided on such stub street. Such turnaround shall be of adequate location, size and design as determined by the Subdivision Agent. All stub streets shall be marked with a metal sign clearly providing public notice that the street is subject to future extension.
- (c) Any private road in a subdivision which will not be constructed to Virginia Department of Transportation standards shall be located in a right-of-way or easement at least 50 feet in width and shall be so designed and built as to provide adequate access by ordinary passenger vehicles in all weather, in accordance with the provisions of this section as set forth hereinafter. All lots that are within a subdivision which is served by any private road shall be prohibited direct vehicular access from an existing public road by deed restriction or other means. Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for commercial or industrial uses, no lot served by a private road may be less than 10 acres in area, and no such private road shall serve more than 5 lots. The plat, and each deed, shall clearly state that the county and Commonwealth are not responsible for the maintenance of the roads. A road maintenance agreement, approved by the county attorney and the Subdivision Agent, shall be filed with the deeds of all lots to be served by

SUBDIVISIONS

12-31-08

such private road. Such agreement shall require the landowners, jointly and severally, to cooperate in and pay for the maintenance of the road such that emergency vehicles and other necessary traffic can reach all of the lots with reasonable ease. Each plat showing any such private road shall contain a certification from a registered surveyor or engineer in substantially the following form: "The private road shown on this plat will provide reasonable access to all lots served by such road by emergency vehicles and ordinary passenger vehicles as required by Section 19-8-1 of the Fluvanna County Code." Private roads shall conform to the following minimum specific construction standards:

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

(Ord. 11-17-04; Ord. 8-1-12)

Sec. 19-8-2. Water supply.

The subdivider shall provide evidence satisfactory to the Subdivision Agent that each lot which is proposed to be created shall have available to it potable water sufficient in quantity and quality to provide for the uses to which such lot may lawfully be put. For any major subdivision, all phases included, one or more sources of water of acceptable quality and quantity shall be approved by the county prior to submittal of the preliminary plat. The water supply shall meet all applicable federal, state and local regulations and the Hydrogeologic Test Requirements. (Ord. 8-1-12)

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

Prior to the approval of the preliminary plat, the subdivider shall provide evidence that the parcel proposed to be subdivided has sufficient supply of potable water to serve each of the proposed lots. In the case of a subdivision which is proposed to be served by either a public water system, a public service company or a central water supply, the subdivider shall demonstrate that the subdivision has a capacity equal to 1 gallon per minute for each proposed lot after a 48 hour continuous constant rate test. (Ord. 3-15-06; Ord. 8-1-12)

Sec. 19-8-2.2. Quality.

Water quality shall comply with the requirements defined in the Virginia Department of Health Waterworks Regulations. (Ord. 8-1-12)

Sec. 19-8-2.3. Quantity.

If the proposed subdivision is to be served by individual groundwater wells, the sufficiency of the quantity of water shall comply with the requirements of the Virginia Department of Health Private Well Regulations at the time that a certificate of occupancy is sought as to any occupied building on each lot. If any subdivision is to be served by an existing public or central water system, the subdivider shall obtain a certificate of availability from the operator of the water system. If it is to be served by a new public or central water system, the subdivider shall obtain the necessary permits from all applicable reviewing bodies, including, without limitation, the governing body, the State Corporation Commission, the Virginia Department of Health and the Virginia Water Control Board, and approval of the design and written commitment to operate and maintain the system from an agency approved by the county. (Ord. 6-21-06; Ord. 8-1-12)

Sec. 19-8-2.4. Fire protection.

The subdivider shall make reasonable provision for fire protection. For any subdivision with a public or central water system, the subdivider shall provide a fire protection system consisting of fire hydrants at intervals of no more than 1,000 feet served by water lines six inches or larger in diameter, or a system of comparable effectiveness. Such plans shall be reviewed and approved by the Fluvanna County Fire Department Chief prior to preliminary plat approval. (Ord. 8-1-12)

Sec. 19-8-2.5. Maintenance.

Upon their completion and final approval, all water systems, other than those connected to a public system, shall be dedicated to an agency approved by the county for ownership, operation and maintenance. (Ord. 8-1-12)

Sec. 19-8-3. Wastewater treatment.

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

- (a) If individual sewerage systems are proposed, the subdivider shall demonstrate that each lot which is proposed to be created complies with Section 22-17-10 of this code.
- (b) If a central sewerage system is proposed, the subdivider shall secure approval of the design, and written commitment to operate and maintain the system, from an agency approved by the county, including any special use permit which is required pursuant to Chapter 22 of this code⁵, prior to approval of the preliminary plat.
- (c) If a proposed system is subject to regulation by the any state agency, the subdivider shall secure the necessary permits prior to plat approval.

(Ord. 9-17-08; Ord. 8-1-12)

Sec. 19-8-3.1. Maintenance.

Upon their completion, all central sewerage systems, other than those connected to a public system, shall be dedicated to an agency approved by the county for ownership. (Ord. 8-1-12)

⁵ *Editor's Note* – Capitalization corrected by editor.

Sec. 19-8-4. Storm drainage.

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

- (a) Wherever required by the Virginia Department of Transportation, or under an approved Master Plan or Conditional Zoning provisions of Chapter 22, concrete curb and gutter shall be installed along both sides of street serving 200 or more lots, and on at least one side of every street serving 50 or more lots, and an engineered storm drainage system shall be installed. The use of perforated curbs and cul-de-sacs with landscaped islands is permitted. All such improvements shall comply with Virginia Department of Transportation standards.
- (b) Drainage easements of an appropriate width, not less than six feet, shall be reserved where necessary, and shall be shown on the plat.
- (c) All streets and building sites shall be at least one foot above the floodplain elevation.
- (d) The use of low-impact development (LID) techniques to control stormwater runoff is encouraged. Examples of LID techniques include, but are not limited to, the use of permeable paving materials, rain gardens, bioswales, infiltration trenches, and tree box filters designed to capture stormwater and facilitate on-site infiltration. (Ord. 8-1-12)

Sec. 19-8-5. Monuments.

Iron rods or pipes shall be set at all lot corners and at all points of curvature or tangent on streets. Rods or pipes shall be at least one-half inch in diameter and 24 inches long, and shall be set flush with the finished grade. (Ord. 8-1-12)

Sec. 19-8-6. Recreation.

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

- (a) Space for recreation shall be provided at the rate of 5,000 square feet per lot in the subdivision or 15% of the total acreage of the subdivision, whichever is more. This area shall not be developed for parking, roadways, refuse collection, or similar use. An area of $\frac{1}{2}$ acre or more shall be located within $\frac{1}{2}$ mile of each proposed dwelling unit as part of the recreation area, and shall be improved with facilities for sports, picnicking, tot lot equipment, active playground with equipment, or similar uses.
- (b) Each area reserved for recreation shall be of a size and shape conducive to the proposed recreational use. (Ord. 8-1-12)

Section 19-8-7. Utilities.

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

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

- (f) Whenever any existing above ground utilities internal to a major subdivision require relocation for any reason they shall be placed underground. (Ord. 8-1-12)

Sec. 19-8-8. Sidewalks.

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

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

Sidewalks may be paved using hard-surfaced pervious paving materials, such as porous asphalt, porous concrete, or block pavers, as a method of stormwater management, provided that the use of such materials does not compromise the safety of pedestrians. (Ord. 5-4-11; Ord. 8-1-12)

Sec. 19-8-8.1. Sidewalk variation.

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

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

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

The Planning Commission shall act on the variation request in conjunction with the county's action on the site plan, subdivision plat or special use permit or, if no such action is required, within sixty (60) days of the date the application was submitted and determined to be complete. The Planning Commission may grant the variation if it determines that one or more

applicable circumstances exist. In granting a variation, the Planning Commission may impose conditions deemed necessary to protect the public health, safety, or welfare.

The denial of a variation, or the approval of a variation with conditions objectionable to the applicant, may be appealed to the Board of Supervisors. In considering a variation on appeal, the Board of Supervisors may grant or deny the variation based upon its determination of whether one or more applicable circumstances exist, amend any condition imposed by the Planning Commission, or impose any conditions deemed necessary to protect the public health, safety, or welfare. (Ord. 8-1-12)

Section 19-8-9. Street trees.

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

- (a) One (1) large shade tree shall be required for every fifty (50) feet of road frontage; or
- (b) One (1) medium shade tree shall be required for every forty (40) feet of road frontage. (Ord. 8-1-12)

Section 19-8-10. Landscape preservation buffers.

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

- (a) The minimum width of landscape preservation buffers shall be forty feet (40') measured from the edge of the existing or reserved right-of-way. Along all

SUBDIVISIONS

12-31-08

scenic byways, the landscaped buffer shall be no less than one-hundred feet (100') in width.

- (b) Appropriate provisions shall be made for the permanent maintenance and preservation of the required landscape preservation buffers, to the reasonable satisfaction of the county attorney. Such provisions may include a landscape preservation easement dedicated to the property owners' association or other entity approved by the county attorney.
- (c) The preservation of existing trees and shrubs within the required landscape preservation buffers shall be maximized to provide continuity and improved screening. All trees located within the buffer shall be retained, unless removal is necessary to accommodate utilities that run generally perpendicular to the buffer. Where necessary, the buffer shall be supplemented with a combination of trees and shrubs, both evergreen and deciduous. Berms constructed within the landscape preservation buffer shall be no taller than five feet (5') in height; have a slope no steeper than 2:1; disturb as little existing vegetation as possible; and have a non-linear, undulating form.
- (d) Dead, diseased, or dying vegetation may be pruned or removed as necessary, pursuant to sound horticultural practices. No logging or silvicultural activities may take place within the landscape preservation buffer.
- (e) Fences or walls may be constructed within the landscape preservation buffer, provided that such features are no taller than five feet (5') in height and are designed to be compatible with the rural nature of the surrounding area.
- (f) Any plantings required by County Code may be located within the landscape preservation buffer.
- (g) A modification to the requirements of this section may, at the written request of the applicant, may be granted with the approval of the Subdivision Agent in the following instances:
 - 1. The application of the requirements set forth in this section, due to the size, shape, location, or topography of the property or other unusual conditions, would preclude a reasonable use of the lot;

SUBDIVISIONS

12-31-08

2. A subdivision within a designated growth area meets new urban/neo-traditional planning principles and furthers the goals set forth within the Comprehensive Plan; or
3. Building elevations visible from public right-of-ways incorporate high-quality materials and architectural elements that complement the positive features of nearby development and/or historic structures in the area. Examples of high-quality materials include, but are not limited to, brick and stone for use on building facades, and cedar shingles, slate shingles, architectural-grade asphalt shingles, and standing-seam metal for roofs. Examples of high-quality architectural elements include, but are not limited to, dormers; masonry chimneys; porches; balconies; divided-light windows; window shutters; decorative trim and hardware. (Ord. 8-1-12)

Fluvanna County Zoning Ordinance:

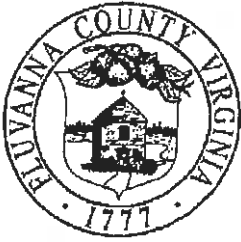
Sec. 22-17-11. Frontage and lot width requirements.

A. Except as otherwise expressly provided in this chapter, every parcel of land shall abut a road dedicated to public use and maintained by the Virginia Department of Transportation. Except as specifically permitted in this section, frontage shall not be less than required by the regulations of the district in which the parcel is located.

(1) Frontage on a cul-de-sac may be reduced to not less than fifty feet, provided that driveway separation shall be in accordance with the standards of the Virginia Department of Transportation and no more than five (5) lots shall have frontage on any one cul-de-sac.

(2) For a lot located at the end of an access easement, frontage shall not be less than the full width of the easement.

(3) Minimum required lot width at the setback line shall be the same as the minimum frontage required by the regulations of the district in which the parcel is located and shall not be reduced under this section



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

May 12, 2014

Liberty Homes
8249 Crown Colony Parkway
Mechanicsville, VA 23116

Re: Status of Cunningham Meadows Rural Cluster Major Subdivision Street Improvements
(SUB 05:69)

Dear Sir or Madam:

This letter is to advise you, as the successor developer to Acre Development LLC, about the status of the Cunningham Meadows development (SUB 05:69) in Fluvanna County off of Route 53. Specifically the area of concern is the status of the street's maintenance being taken over by the Virginia Department of Transportation (VDOT).

Please be advised that VDOT personnel walked the site earlier this spring and determined a number of outstanding items listed below that the developer needs to address before the street can be taken into the state system:

- The intersection sight distance to the right (southeast) of the subdivision entrance does not meet the 610' minimum for a posted speed limit of 55 mph and the Rte. 53 road bank to the right needs to be graded back to maximize the sight distance.
- The seam along the centerline of the hot mix asphalt subdivision road has long sections where it has cracked and "opened up" which is allowing the infiltration of surface water into the pavement structure which will cause the asphalt paving to deteriorate and if not corrected will cause eventual subgrade failure.
- There are a number of transverse pavement joints that are open and allowing the infiltration of surface water into the pavement structure, these need to be sealed.
- The last approximately 2000' of the paved road does not have adequate crown (1/4" fall per 1'-0" horizontal), in some locations the finish grade elevation at the centerline of the pavement is lower than the edge of pavement. An asphalt overlay plan will have to be presented to VDOT for review and approval to correct the road crown issue.
- There are a number of locations along the paved road (including several locations near where previous asphalt repairs were made at the cross pipe locations) where the existing asphalt pavement is cracked and alligatored and the pavement will have to be sawcut, excavated, inspected by a geotechnical engineer, a proposed pavement repair recommendation submitted to VDOT for review and approval and then the approved pavement repairs made.

- There are two fill sections in the road where cross pipes are located and guardrail (GR-2) is required at these two locations.
- There are locations where the road shoulder needs to be regraded to ensure positive drainage off of the existing road pavement surface.
- A number of Endwalls For Pipe Underdrain (EW-12) are located within the 4 ft. road shoulder and the outlet pipes for the combination underdrains (CD's) will have to be extended further away from the road surface to ensure that the EW-12's are located outside of the minimum 4 ft. wide road shoulders.
- Delineator posts and signs as per VDOT specifications have to be installed to properly mark the location of all EW-12's.
- Remove all dead trees that would land within the roadway if they fell.
- At the cross pipe near the cul de sac, redefine the ditch line at the inlet to the pipe to ensure positive drainage and prevent the ponding of water. Also, the debris and sediment has to be cleaned from the cross pipe and a "zero grade" needs to be achieved at the outlet end of the cross pipe to ensure positive drainage. Repair rill erosion in outlet ditch.
- Remove all temporary diversion ditches, sediment traps, regrade ditch lines and slopes as per approved plan, lime, fertilize, seed and mulch, be necessary, and I would like a "worst case" projection on those costs.

As the successor to the original developer of the site, you are responsible for ensuring that the approved site plan is implemented. This implementation includes the construction of a road that is built to VDOT standards and is taken into the state road system. We are requesting that you contact Fluvanna County and VDOT to discuss your plans for bringing this street into compliance. For more information about VDOT's requirements please contact Mark Wood, Land Use Engineer at Mark.Wood@VDOT.virginia.gov or (434)589-7932. Also, please be advised that the County may withhold additional building permits in the subdivision or the County Board of Supervisors may even vacate the remaining subdivision lots that remain undeveloped if the terms of the original subdivision approval are not met.

I am available to discuss any of the above items at your convenience at (434)591-1910 or jstewart@fluvannacounty.org

Sincerely,



Jason M. Stewart, AICP
Planning & Zoning Administrator

Cc: Steve Nichols

Liberty Homes, Inc

8249 Crown Colony Parkway

Mechanicsville VA 23116

June 26, 2014

Re: Cunningham Meadows

Hello Jason:

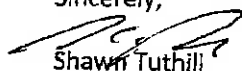
I am in receipt of your letter to Liberty Homes dated May 12, 2014 regarding the street maintenance in Cunningham Meadows. Liberty Homes bought some lots in Cunningham Meadows in December 2011. Liberty Homes was not the original developer nor did they assume the role as a successor. The only property we own in Cunningham Meadows is individual lots – not any common area or the conservation tract.

The comments in the final paragraph of the aforementioned letter are disturbing. Specifically, the withholding of additional building permits or the potential of the Board of Supervisor's vacating the remaining subdivision lots. Liberty Homes bought the lots in Cunningham Meadows merely for the sake of building homes and not to take any part of a developer's role. It would be inaccurate for anyone to assign us the developer's duties just because we bought lots.

It is my understanding that a bond is placed by developers prior to start of subdivision construction. Liberty Homes has never done any development work so the process is not entirely clear to me. However, I believed that the bond amounts are approved by the municipalities and are in place in case a developer does not conform to the approved plans. It seems appropriate that Fluvanna County would take the role of successor since they are in control of the monies bonded. I trust that Fluvanna County has the bonds from the developer and it would be their option to call the bonds and direct corrective actions required.

Please feel free to contact me regarding this matter if you would like to discuss it further. It is in the interest of Liberty Homes, and the other Cunningham Meadows owners, that the streets are accepted into the VDOT system.

Sincerely,



Shawn Tuthill

Liberty Homes Inc., President

Cell 804-347-9942

Office 804-730-7770 x106

Received

JUL 01 2014

Planning Dept.



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

July 9, 2014

Shawn Tuthill
8249 Crown Colony Parkway
Mechanicsville, VA 23116

Re: Status of Cunningham Meadows Rural Cluster Major Subdivision Street Improvements (SUB 05:69)

Dear Mr. Tuthill:

I am in receipt of your response to our letter dated May 12, 2014. Please be advised that there is no bond available related to roadway improvements in Cunningham Meadows from which to utilize to take corrective action. Also, please be advised that the lots owned by Liberty Homes in the subdivision at Cunningham Meadows were approved under the terms of the County Zoning and Subdivision Ordinances and are subject to those chapters as it relates to the requirement that roadways be improved to VDOT standards and taken into the state system.

Specifically, the lots are in violation of Sec. 19-8-1(a) (Required Improvements), 19-7-5.2 (Lot Layout) of the Subdivision Ordinance and Sec. 22-17-11 (Frontage and lot width requirements) of the zoning ordinance. Sec 22-17-11 requires that every parcel of land shall abut a road dedicated to public use and maintained by the Virginia Department of Transportation. Further, Sec. 19-1-3(e) of the subdivision ordinance provides that no "permit or other approval shall be issued by any official of the County for any improvement relating to any lot or parcel of land subdivided or transferred or sold in violation of this chapter until such violation shall have been abated."

Until these chapters of the subdivision ordinance and zoning ordinance are satisfied by bringing the street improvements into compliance with VDOT standards and taken into the state system, the County will not approve any additional permits or certificate of occupancies in the Cunningham Meadows development. The Board of Supervisors also has the right to vacate the remaining undeveloped lots thereby returning those lots to the status that was in existence prior to the original subdivision approval.

I am available to discuss any of the above items at your convenience at (434)591-1910 or jstewart@fluvannacounty.org

Sincerely,

Jason M. Stewart, AICP
Planning & Zoning Administrator

Cc: Steve Nichols, County Administrator
Frederick Payne, County Attorney
Darius Lester, Building Official

ThompsonMcMullan
A PROFESSIONAL CORPORATION

Neil S. Talegaonkar
Direct Dial: (804) 698-6229
Facsimile (804) 780-1813
E-mail: ntalegaonkar@t-m-law.com

100 Shockoe Slip Richmond, Virginia 23219-4140
Telephone: 804.649.7545 Facsimile: 804.780.1813
Website: www.t-m-law.com

June 9, 2015

VIA UPS AND E-MAIL: jstewart@fluvannacounty.org

Jason M. Stewart, AICP
Fluvanna County Planning and Zoning Administrator
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Re: *Appeal of Subdivision Agent's Decision to Deny Final Inspection and Certificate of Occupancy for the Structure on Lot 24 in Cunningham Meadows*

Dear Mr. Stewart:

This firm represents Liberty Homes Inc.'s interests. Pursuant to § 19-9-3 of the Subdivision Ordinance of the Fluvanna County Code, consider this letter to be Liberty Homes' appeal of your decision as Subdivision Agent, as set forth in your June 1, 2015 letter, to deny Liberty Homes a final building inspection and a certificate of occupancy on Lot 24 in Cunningham Meadows.

As I understand it, the Board of Supervisors shall hear such an appeal within 60 days of filing. In that time frame, there are Board of Supervisor meetings currently scheduled on July 1, July 15 and August 5. We look forward to hearing from you regarding the date and time that the Board of Supervisors will hear Liberty Homes' appeal on this issue.

Please direct all further correspondence on this issue to my attention or that of my partner, Chris Malone, copied on this correspondence.

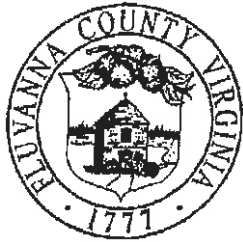
Sincerely,



Neil S. Talegaonkar

NST/jas

cc: Christopher M. Malone, Esq. (via e-mail)
Shawn Tuthill, Sr. (via e-mail)
Frederick W. Payne, Esq., County Attorney (via U.S. mail)



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

June 15, 2015

Neil S. Talegaonkar, Thompson-McMullan
100 Shockoe Slip
Richmond, VA 23219-4140

**Re: Request for Appeal of Subdivision Agent's Decision to Deny Final Inspection
and Certificate of Occupancy for Structure on Lot 24 At Cunningham Meadows**

Dear Mr. Talegaonkar:

In response to your client's request for an appeal of the subdivision agent's decision in regards to Cunningham Meadows Lot 24, please be advised that the Board of Supervisors will hear the appeal at the July 15, 2015 regular meeting which begins at 7pm in the Fluvanna County Circuit Courtroom. Also, please be advised that the Board of Supervisors has a policy that any materials relevant to a matter brought before them be submitted to the County at least a week before the meeting. Please submit any correspondence or supporting documents regarding the nature of the appeal request by Wednesday July 8, 2015.

If you have any questions, do not hesitate to contact me at 434-591-1910 or jstewart@fluvannacounty.org.

Sincerely,

Jason M. Stewart, AICP
Planning and Zoning Administrator

Cc: Steve Nichols, County Administrator
Frederick Payne, County Attorney
Darius Lester, Building Official



Neil S. Talegaonkar
Direct Dial: (804) 698-6229
Facsimile (804) 780-1813
E-mail: ntalegaonkar@t-mlaw.com

100 Shockoe Slip Richmond, Virginia 23219-4140
Telephone: 804.649.7545 Facsimile: 804.780.1813
Website: www.t-mlaw.com

July 7, 2015

VIA UPS AND EMAIL: jstewart@fluvannacounty.org

Jason M. Stewart, AICP
Fluvanna County Planning and Zoning Administrator
132 Main Street
Palmyra, VA 22963

Re: *Appeal of Subdivision Agent's Decision to Deny Final Inspection and Certificate of Occupancy for the Structure on Lot 24 in Cunningham Meadows*

Dear Mr. Stewart:

In anticipation of the Board of Supervisors' hearing at the July 15 meeting regarding the above-referenced appeal, enclosed please find the following:

1. Building Permits Issued on Lots 22, 23, 24 in Cunningham Meadows;
2. June 1, 2015 Letter from Jason Stewart to Shawn Tuthill denying Final Inspection and Certificate of Occupancy for Lot 24;
3. The Recorded Subdivision Plat for Cunningham Meadows;
4. A copy of 24 VAC 30-91-10;
5. Declaration of Covenants and Restrictions of Cunningham Meadows recorded on March 7, 2007 in Deed Book 719, Page 596 ("Declaration");
6. Amendment to Declaration recorded on April 21, 20018 in Deed Book 763, Page 201;
7. Trustee's Deed made on July 21, 2010 by and between Stuart Simon, substitute Trustee, Acres Development, LLC, Grantor, and Bank of Hampton Roads, as Grantee ("Trustee's Deed") recorded on July 26, 2010 in Deed Book 822, Page 13;
8. The Deed of Bargain and Sale dated October 18, 2011 and recorded in Deed Book 855, Page 553 on December 20, 2011 ("Deed of Bargain and Sale");
9. April 2, 2015 *Fluvanna Review* article, entitled "Homeowners outraged by unapproved roads";
10. May 28–June 3, 2015 *Fluvanna Review* article, entitled "VDOT can't help with county's unapproved roads";

Jason M. Stewart, AICP
Fluvanna County Planning and Zoning Administrator
July 7, 2015
Page 2

11. Map of Cunningham Meadow Drive with numbered lots; and
12. Redacted residential purchase contract for Lot 24.

If you need anything else, please let me know.

Sincerely,



Neil S. Talegaonkar

NST/jas
Enclosures

cc: Steven Tugwell, Senior Planner (via email: stugwell@fluvannacounty.org)



County of Fluvanna
132 Main St
Palmyra VA 22963
434-591-1935

CM 22

BUILDING PERMIT

B-14-000240

Permission is hereby granted for building installation, as noted below. All work will comply with the Virginia Statewide Building Code and all other applicable State and Local Laws, Ordinances and Regulations.

Date Issued: 6/27/2014

Location: CUNNINGHAM MEADOWS DR. 22963

Subdivision: CUNNINGHAM MEADOWS

Zoned As:

Parcel ID:

Legal: 17-28-22

Owner: LIBERTY HOMES

Address: 8249 CROWN COLONY PARKWAY

City ST ZIP: VA

23116

PH: 804-730-7770

Contractor: Liberty Homes

Address: 8249 Crown Colony Parkway

City ST ZIP: Mechanicsville, VA

23116

PH: 804-347-6380

Improvement Desc: New Single Family Dwelling

Remarks:

Mechanic's Lienholder:
Charlottesville Settlement Co.
941 Glenwood Station Lane
Charlottesville, Va 22901

Value of Improvement: 200000

of Stories: 2.0

Square Footage:

Unf Bsmt:

879

Floor Area:

2058

Fin Bsmt:

0

Deck/Porch

0

Garage:

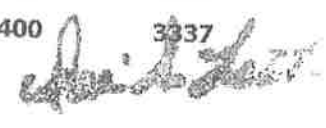
400

Total:

3337

Fee Paid:

1127.69

Building Official: 

All holders of permit, or their agents shall notify the Inspection Department at the appropriate stage of construction so that approval may be given before work is continued.
CALL BEFORE YOU DIG !!! IT'S THE LAW !!! 1-800-552-7001



County of Fluvanna
132 Main St
Palmyra VA 22963
434-591-1935

BUILDING PERMIT

B-14-000242

Permission is hereby granted for building installation, as noted below. All work will comply with the Virginia Statewide Building Code and all other applicable State and Local Laws, Ordinances and Regulations.

Date Issued: 6/27/2014

Location: CUNNINGHAM MEADOWS DR. 22963

Subdivision: CUNNINGHAM MEADOWS

Zoned As:

Parcel ID:

Legal: 17-28-23

Owner: LIBERTY HOMES

Address: 8249 CROWN COLONY PARKWAY

City ST ZIP: VA

23116

PH: 804-730-7770

Contractor: Liberty Homes

Address: 8249 Crown Colony Parkway

City ST ZIP: Mechanicsville, VA

23116

PH: 804-347-6380

Improvement Desc: New Single Family Dwelling

Remarks:

Mechanic's Lienholder:
Charlottesville Settlement Co.
941 Glenwood Station Lane
Charlottesville, Va 22901

Value of Improvement: 200000

of Stories: 2.0

Square Footage:

Unf Bsmt:	Floor Area:	Fin Bsmt:	Deck/Porch	Garage:	Total:	Fee Paid:
0	2227	0	0	484	2711	1062.47

Building Official: 

All holders of permit, or their agents shall notify the Inspection Department at the appropriate stage of construction so that approval may be given before work is continued.
CALL BEFORE YOU DIG !!! IT'S THE LAW !!! 1-800-552-7001

LUVANNA COUNTY
Building Inspections
PO BOX 540
Palmyra, VA 22963
434-591-1935

CMFY

BUILDING PERMIT

B-14-000058

Permission is hereby granted for building installation, as noted below. All work will comply with the Virginia Statewide Building Code and all other applicable State and Local Laws, Ordinances and Regulations.

Date Issued: 3/06/2014

Location: CUNNINGHAM MEADOWS DR. 22963

Subdivision:

Lot: 17-28-24

Zoned As:

Owner: Liberty Homes

Address: 8249 Crown Colony Pkwy

City, ST Zip: Mechanicsville, VA 23116

Phone: 804-347-6380

Contractor: Liberty Homes

Address: 8249 Crown Colony Parkway

City, ST Zip: Mechanicsville, VA 23116

Phone: 804-347-6380

Type of Improvement: New Single Family Dwelling

Value of Improvement: \$ 175000

of Units: # of Stories: Sprinklered?:

Basement (sq ft): Carport/Garage (sq ft): 484

Total Square Footage of Floor Area: 2227

Mechanic's Lien Agent: Charlottesville Settlement Company
941 Glenwood Station lane Charlottesville, VA 22901

Remarks:

Code Official: 

Fee Collected: \$ 962.47

All holders of permit, or their agents shall notify the Inspection Department at the appropriate stage of construction so that approval may be given before work is continued.
CALL BEFORE YOU DIG !!! IT'S THE LAW !!! 1-800-552-7001

PERMIT EXPIRES 6 MONTHS FROM DATE OF ISSUE



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

June 1, 2015

Shawn Tuthill, Sr.
8249 Crown Colony Parkway
Mechanicsville, VA 23116

Re: Request for Final Inspection for a Certificate of Occupancy for the structure on Lot 24 in Cunningham Meadows

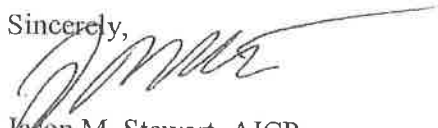
Dear Mr. Tuthill:

In response to your request for a final inspection and certificate of occupancy on lot 24 in the Cunningham Meadows subdivision, please be advised that the lots in Cunningham Meadows Subdivision are still considered to be in violation of Section 19-8-1(a) (Required Improvements) 19-7-4.2 (Lot Layout) of the Subdivision Ordinance and Section 22-17-11 of the Zoning Ordinance as specified in the letter sent by this office to you on July 9, 2014. Also, please be advised that Section 19-1-3(e) of the Subdivision Ordinance provides that no "permit or other approval shall be issued by any official of the County for any improvement relating to any lot or parcel of land subdivided or transferred or sold in violation of this chapter until such violation shall have been abated."

No building inspections will be performed, no permits issued, and no certificate of occupancy will be issued on Lot 24 in Cunningham Meadows or any other parcel in the subdivision until the above violations are abated by bringing the street improvements into compliance with VDOT standards and taken into the state system.

If you have any questions, do not hesitate to contact me at 434-591-1910 or jstewart@fluvannacounty.org.

Sincerely,



Jason M. Stewart, AICP
Planning and Zoning Administrator

Cc: Steve Nichols, County Administrator
Frederick Payne, County Attorney
Darius Lester, Building Official

CONCEPT STATEMENT
 The purpose of this study is to determine the feasibility of developing a new residential development in the City of Chicago. The study will evaluate the site's location, size, and potential for development. The study will also evaluate the site's proximity to existing infrastructure and services. The study will also evaluate the site's potential for development in accordance with the City of Chicago's Comprehensive Zoning Ordinance. The study will also evaluate the site's potential for development in accordance with the City of Chicago's Comprehensive Zoning Ordinance. The study will also evaluate the site's potential for development in accordance with the City of Chicago's Comprehensive Zoning Ordinance.

CONCEPT STATEMENT
 The purpose of this study is to determine the feasibility of developing a new residential development in the City of Chicago. The study will evaluate the site's location, size, and potential for development. The study will also evaluate the site's proximity to existing infrastructure and services. The study will also evaluate the site's potential for development in accordance with the City of Chicago's Comprehensive Zoning Ordinance. The study will also evaluate the site's potential for development in accordance with the City of Chicago's Comprehensive Zoning Ordinance. The study will also evaluate the site's potential for development in accordance with the City of Chicago's Comprehensive Zoning Ordinance.

DRAWING INDEX

- 1. SITE PLAN
- 2. SITE PLAN
- 3. SITE PLAN
- 4. SITE PLAN
- 5. SITE PLAN
- 6. SITE PLAN
- 7. SITE PLAN

LEGEND

- 1. SITE PLAN
- 2. SITE PLAN
- 3. SITE PLAN
- 4. SITE PLAN
- 5. SITE PLAN
- 6. SITE PLAN
- 7. SITE PLAN

SITE DATA

PROJECT LOCATION:
 1234 N. LAKE STREET
 CHICAGO, IL 60610

PROJECT AREA: 1234 N. LAKE STREET
 CHICAGO, IL 60610

PROJECT AREA: 1234 N. LAKE STREET
 CHICAGO, IL 60610

PROJECT AREA: 1234 N. LAKE STREET
 CHICAGO, IL 60610

HEALTH DEPARTMENT APPROVAL

THE HEALTH DEPARTMENT HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE SUBMITTAL IS IN COMPLIANCE WITH THE CITY OF CHICAGO'S COMPREHENSIVE ZONING ORDINANCE. THE HEALTH DEPARTMENT HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE SUBMITTAL IS IN COMPLIANCE WITH THE CITY OF CHICAGO'S COMPREHENSIVE ZONING ORDINANCE. THE HEALTH DEPARTMENT HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE SUBMITTAL IS IN COMPLIANCE WITH THE CITY OF CHICAGO'S COMPREHENSIVE ZONING ORDINANCE.

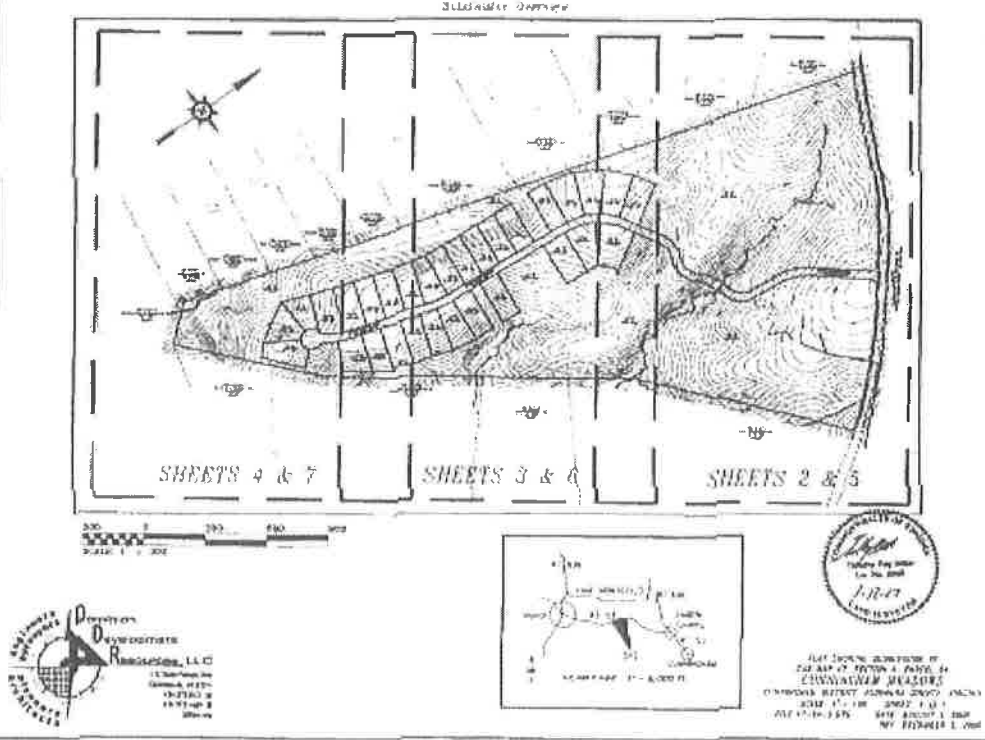
THE HEALTH DEPARTMENT HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE SUBMITTAL IS IN COMPLIANCE WITH THE CITY OF CHICAGO'S COMPREHENSIVE ZONING ORDINANCE. THE HEALTH DEPARTMENT HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE SUBMITTAL IS IN COMPLIANCE WITH THE CITY OF CHICAGO'S COMPREHENSIVE ZONING ORDINANCE. THE HEALTH DEPARTMENT HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE SUBMITTAL IS IN COMPLIANCE WITH THE CITY OF CHICAGO'S COMPREHENSIVE ZONING ORDINANCE.

GENERAL NOTES

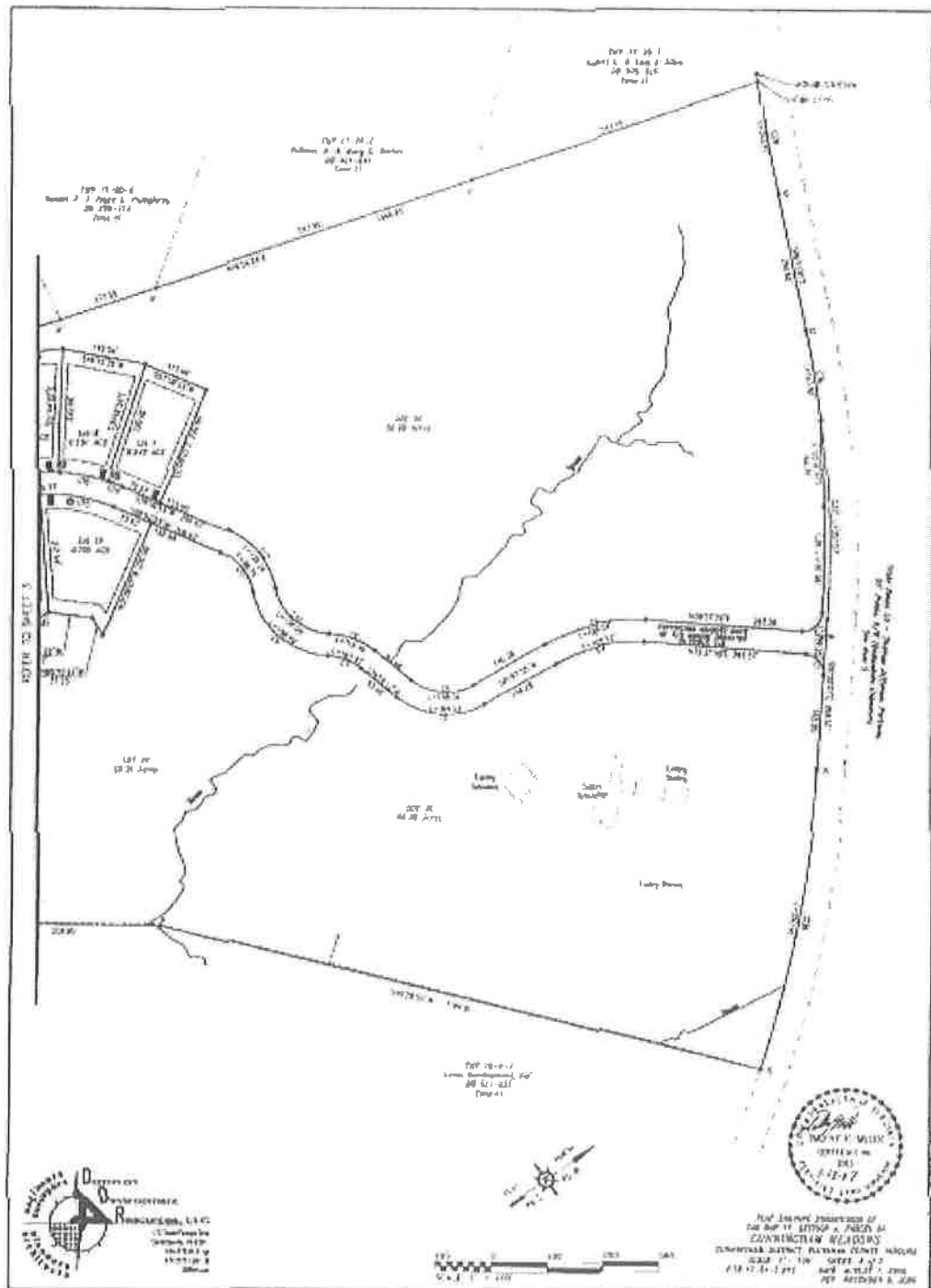
1. The site is located in the City of Chicago.
2. The site is located in the City of Chicago.
3. The site is located in the City of Chicago.
4. The site is located in the City of Chicago.
5. The site is located in the City of Chicago.
6. The site is located in the City of Chicago.
7. The site is located in the City of Chicago.

ARE A SUMMARY FOR PARCEL 64

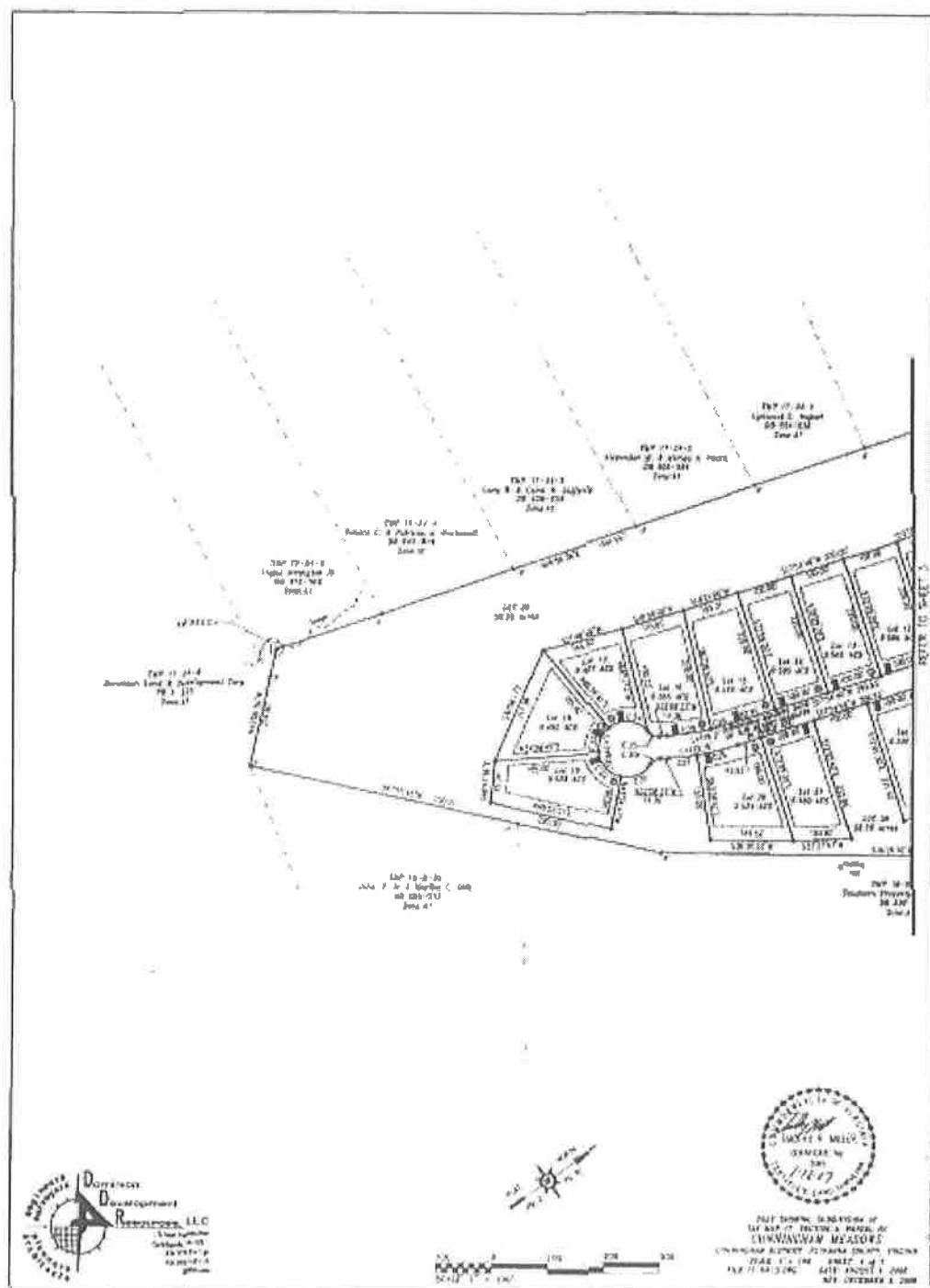
1234 N. LAKE STREET
 CHICAGO, IL 60610

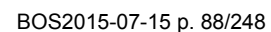


THIS DOCUMENT IS THE PROPERTY OF THE CITY OF CHICAGO. IT IS TO BE USED FOR THE PURPOSES OF THE CITY OF CHICAGO. IT IS TO BE USED FOR THE PURPOSES OF THE CITY OF CHICAGO. IT IS TO BE USED FOR THE PURPOSES OF THE CITY OF CHICAGO.

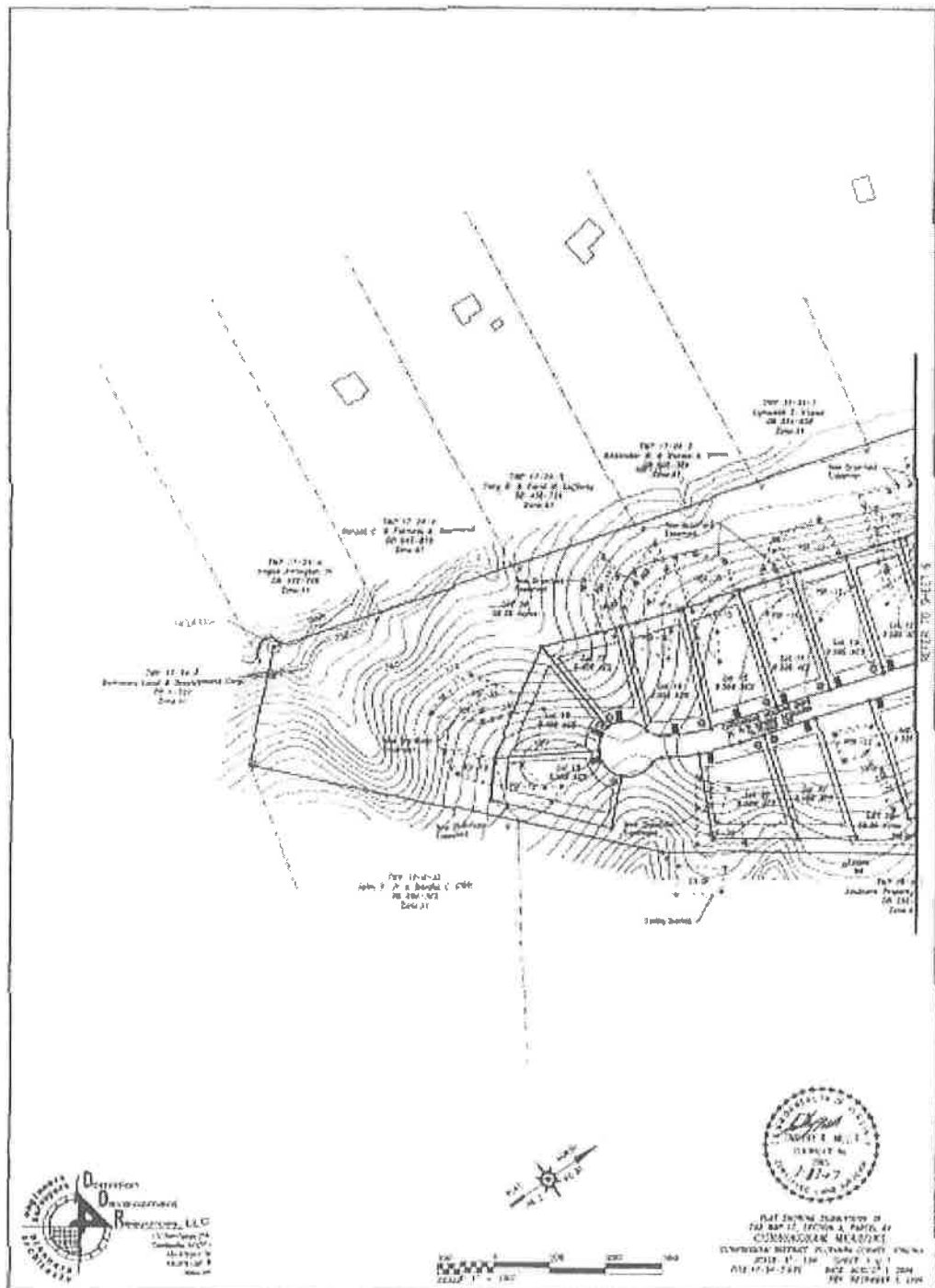












OWNER'S STATEMENT

THE PLATTING AND SUBDIVISION OF TAX MAP 17, SECTION A, PARCEL 64 LOCATED IN THE PALMYRA MAGISTERIAL DISTRICT AND RECORDED IN DB 669 PAGE 172. CONTAINING 76.76 ACRES, AND DESIGNATED CUNNINGHAM MEADOWS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY; THAT 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 PG _____ IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA.

 1/12/07
OWNER DATE

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.

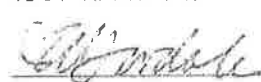
 3/7/07
DIRECTOR OF PLANNING DATE

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 CO., VA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

 1-12-07
TIMOTHY MILLER DATE

VDOT APPROVAL

 3/7/07
VDOT DATE

THIS SUBDIVISION IS SEWAGE SYSTEMS IN THE CODE OF VIRGIN REGULATIONS (12 VA "REGULATIONS"), AND HAS AUTHORIZED TH PRIVATE EVALUATION ORDINANCES.

THIS SUBDIVISION WA DEPARTMENT FOR RE OF THE CODE OF VI DEPARTMENT TO ACQ DESIGNS FROM THE (AOSE) OR A PROFE CONSULTATION WITH THE DEPARTMENT IS CHECK IN COMPLIANI REGULATIONS BY: AI (434) 960-8076. T RELIANCE UPON THA THIS SUBDIVISION AF THAT CERTIFICATION. REGULATIONS THIS A SEWAGE DISPOSAL S ISSUED FOR ANY LO IS SPECIFICALLY IDEI FOR AN ONSITE SEW CONDITIONS AND CIF OF APPLICATION FOR FOR APPROVAL. THIS DO NOT HAVE APPR SYSTEMS.

DRAWING INDEX

- 1 of 7 COVER SHEET
- 2 of 7 SUBDIVISION PLAT
- 3 of 7 SUBDIVISION PLAT
- 4 of 7 SUBDIVISION PLAT
- 5 of 7 EASEMENTS
- 6 of 7 EASEMENTS
- 7 of 7 EASEMENTS

LEGEND

- IF Iron Rod Found
- Iron Rod Set
- MON VDOT Monument
- PDF Primary Drainfield
- RDF Reserve Drainfield
- Existing Fence
- Building Setback
- Conceptual Well
- New Driveway Entrance

SITE DATA

OWNER/DEVELOPER:
Acres Development
929 Lake Monticello Road
Palmyra, VA 22963
(434) 589-4265

SOURCE OF TITLE: DB 669-172

LOCATION OF LAST INSTRUMENT IN
THE CHAIN OF TITLE: DB 669-172

ZONING: A1 - AGRICULTURAL

MAGISTERIAL DISTRICT: CUNNINGHAM

TOTAL AREA: 76.76 ACRES

PRESENT USE: VACANT

PROPOSED USE: RESIDENTIAL

SETBACKS:
FRONT: 25'
SIDES: 10'
REAR: 25'
ROUTE 53: 200'

GENERAL NOTE

1. Cunningham Meadows Drive is t
2. A 10-foot drainage and utility
3. Actual driveway locations may
4. Lot 30 shall become the open
- Section 22-4-10.3.4.(a), the exis owner shall be responsible for mo
5. A right-of-way dedication for right-of-way shown on this plat January 5, 1939.
6. This survey was performed for
7. No title report was furnished I
8. Actual well locations may vary

Subdivisi

OF THE CODE OF VIRGINIA WHICH REQUIRES THE HEALTH DEPARTMENT TO ACCEPT PRIVATE SOIL EVALUATIONS AND DESIGNS FROM THE AUTHORIZED ONSITE SOIL EVALUATOR (AOSE) OR A PROFESSIONAL ENGINEER WORKING IN CONSULTATION WITH AN AOSE FOR RESIDENTIAL DEVELOPMENT. THE DEPARTMENT IS NOT REQUIRED TO PERFORM A FIELD CHECK IN COMPLIANCE WITH THE BOARD OF HEALTH'S REGULATIONS BY: ARCHIE G. ARNOLD AOSE# 265. TELEPHONE (434) 960-8076. THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION.

THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION, PURSUANT TO SEC 360 OF THE REGULATIONS THIS APPROVAL IS NOT AN ASSURANCE THAT SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMITS WILL BE ISSUED FOR ANY LOT IN THE SUBDIVISION UNLESS THAT LOT IS SPECIFICALLY IDENTIFIED AS HAVING AN APPROVED SITE FOR AN ONSITE SEWAGE DISPOSAL SYSTEM, AND UNLESS ALL CONDITIONS AND CIRCUMSTANCES ARE PRESENT AT THE TIME OF APPLICATION FOR A PERMIT AS ARE PRESENT AT THE TIME FOR APPROVAL. THIS SUBDIVISION MAY CONTAIN LOTS THAT DO NOT HAVE APPROVED SITES FOR ONSITE SEWAGE DISPOSAL SYSTEMS.

SYSTEM ARE COMMENCED.

ONSITE SEWAGE AND WASTEWATER DISPOSAL SYSTEMS AND WATER SUPPLY SYSTEMS SHALL BE CONSTRUCTED AND/OR INSTALLED IN ACCORDANCE WITH THE PLANS AND PERMITS APPROVED BY THE HEALTH DEPARTMENT.

SEPTIC SYSTEMS ARE SIZED FOR THREE BEDROOMS. SOIL OF BUILDING SITES OR OTHER SITES SHALL NOT BE TREATED FOR TERMITES UNLESS WELL CAN BE LOCATED 50' OR MORE FROM THE BUILDING SITE OR COMPLIANCE IS MET WITH REGARD TO GMP 132.

BASEMENT PLUMBING FIXTURES WERE NOT CONSIDERED IN SEPTIC SYSTEM LAYOUT.

PUMP CHAMBERS MAY BE REQUIRED DEPENDING ON THE TYPE OF SEWAGE SYSTEM AND/OR FINAL LOCATION OF THE DWELLING.

G. Stephen Davis 3/1/07
FLUVANNA COUNTY HEALTH OFFICER DATE

GENERAL NOTES

1. Cunningham Meadows Drive is hereby dedicated to public use.
2. A 10-foot drainage and utility easement along front property lines is hereby dedicated for public use.
3. Actual driveway locations may vary from what is shown on this plat.
4. Lot 30 shall become the open space parcel for this rural cluster development. In accordance with Section 22-4-10.3.4(a), the existing single family residence shall remain. The lot shall be sold and the owner shall be responsible for maintenance of the open space parcel.
5. A right-of-way dedication for State Route 53 could not be located in the county clerks office. The right-of-way shown on this plat was obtained from road plans for VDOT project 1383-K, dated January 5, 1939.
6. This survey was performed for Acres Development LLC.
7. No title report was furnished for this plat.
8. Actual well locations may vary from what is shown on this plat.

AREA SUMMARY FOR PARCEL 64

NEW 29 CLUSTER LOTS	.....	15.32 Acs	(20.0%)
NEW RIGHT OF WAY	.....	3.08 Acs	(4.0%)
NEW LOT 30	.....	58.36 Acs	(76.0%)
TOTAL	.....	76.76 Acs	(100.0%)

Subdivision Overview

HEALTH DEPARTMENT APPROVAL

APPROVED FOR INDIVIDUAL ONSITE
ACCORDANCE WITH THE PROVISIONS OF
HIA THE SEWAGE HANDLING AND DISPOSAL
C 5-610-10 et. seq., the
LOCAL ORDINANCES IF THE LOCALITY
LOCAL HEALTH DEPARTMENT TO ACCEPT
IS FOR COMPLIANCE WITH THE LOCAL

AS SUBMITTED TO THE HEALTH
VIEW PURSUANT TO SECTION 32.1-163.5
GINIA WHICH REQUIRES THE HEALTH
DEPT PRIVATE SOIL EVALUATIONS AND
AUTHORIZED ONSITE SOIL EVALUATOR
SSIONAL ENGINEER WORKING IN
AN ADOSE FOR RESIDENTIAL DEVELOPMENT.
NOT REQUIRED TO PERFORM A FIELD
CE WITH THE BOARD OF HEALTH'S
RCHIE G. ARNOLD ADOSE# 265. TELEPHONE
IS SUBDIVISION APPROVAL IS ISSUED IN
T CERTIFICATION.
PROVAL IS ISSUED IN RELIANCE UPON
PURSUANT TO SEC 360 OF THE
PROVAL IS NOT AN ASSURANCE THAT
SYSTEM CONSTRUCTION PERMITS WILL BE
T IN THE SUBDIVISION UNLESS THAT LOT
NTIFIED AS HAVING AN APPROVED SITE
AGE DISPOSAL SYSTEM, AND UNLESS ALL
CUMSTANCES ARE PRESENT AT THE TIME
A PERMIT AS ARE PRESENT AT THE TIME
SUBDIVISION MAY CONTAIN LOTS THAT
OVED SITES FOR ONSITE SEWAGE DISPOSAL

THIS SUBDIVISION APPROVAL IS ISSUES IN RELIANCE
UPON THE CERTIFICATION THAT APPROVED LOTS ARE
SUITABLE FOR "TRADITIONAL SYSTEMS". HOWEVER
ACTUAL SYSTEM DESIGN MAY BE DIFFERENT AT THE
TIME CONSTRUCTION PERMITS ARE ISSUED.

REFERENCE SHALL BE MADE TO SOIL REPORTS,
DRAINFIELD SITES AND WELL SITES. PLANS AND
PERMITS WILL BECOME ON FILE WITH THE DEPARTMENT
OF HEALTH AND COMPLIANCE ADHERED TO BEFORE
ANY WATER SUPPLY OR SITE SEWAGE DISPOSAL
SYSTEM ARE COMMENCED.

ONSITE SEWAGE AND WASTEWATER DISPOSAL SYSTEMS
AND WATER SUPPLY SYSTEMS SHALL BE CONSTRUCTED
AND/OR INSTALLED IN ACCORDANCE WITH THE PLANS
AND PERMITS APPROVED BY THE HEALTH DEPARTMENT.

SEPTIC SYSTEMS ARE SIZED FOR THREE BEDROOMS.
SOIL OF BUILDING SITES OR OTHER SITES SHALL NOT
BE TREATED FOR TERMITES UNLESS WELL CAN BE
LOCATED 50' OR MORE FROM THE BUILDING SITE OR
COMPLIANCE IS MET WITH REGARD TO GMP 132.

BASEMENT PLUMBING FIXTURES WERE NOT CONSIDERED
IN SEPTIC SYSTEM LAYOUT.

PUMP CHAMBERS MAY BE REQUIRED DEPENDING ON
THE TYPE OF SEWAGE SYSTEM AND/OR FINAL
LOCATION OF THE DWELLING.

C. Stephen Davis 3/1/07
FLUVANNA COUNTY HEALTH OFFICER DATE

IS

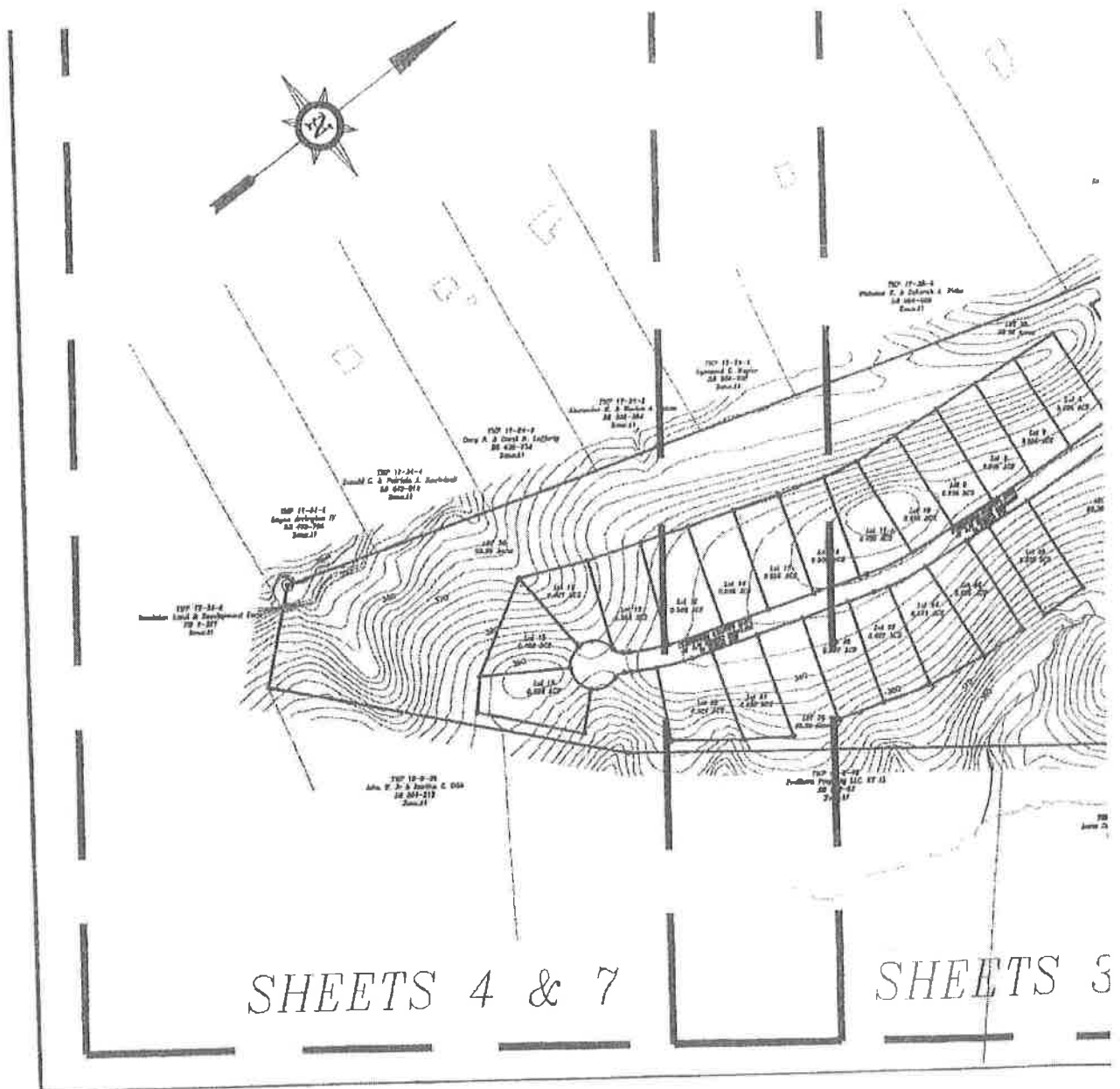
ereby dedicated to public use.
easement along front property lines is hereby dedicated for public use.
ary from what is shown on this plat.
space parcel for this rural cluster development. In accordance with
ing single family residence shall remain. The lot shall be sold and the
ntenance of the open space parcel.
State Route 53 could not be located in the county clerks office. The
was obtained from road plans for VDOT project 1383-K, dated

Acres Development LLC.
r this plat.
from what is shown on this plat.

AREA SUMMARY FOR PARCEL 64

NEW 29 CLUSTER LOTS	15.32 Acs (20.0%)
NEW RIGHT OF WAY	3.08 Acs (4.0%)
<u>NEW LOT 30</u>	<u>58.36 Acs (76.0%)</u>
TOTAL	76.76 Acs (100.0%)

in Overview



Dominion Development Resources, LLC
 172 South Pantops Drive
 Charlottesville, VA 22911
 434.979.8121 (p)
 434.979.1681 (f)
 DORVA.com

Surveyors
Planners
Site

Part I

General Provisions

24VAC30-91-10. Definitions.

The following words and terms when used in these regulations shall have the following meanings unless the context clearly indicates otherwise:

"AASHTO" means the American Association of State Highway and Transportation Officials.

"Abandon" in all its forms means the legislative action reserved for and granted to the local governing body to extinguish the public's right to a roadway under the jurisdiction of the Virginia Department of Transportation, pursuant to §§ [33.2-909](#) and [33.2-912](#) of the Code of Virginia.

"Accessible route" means a continuous unobstructed, stable, firm and slip-resistant path connecting all accessible elements of a facility (may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts) that can be approached, entered and used by persons with disabilities. An accessible route shall, to the maximum extent feasible, coincide with the route for the general public.

"ADT" means average daily traffic count (see "Projected Traffic").

"Board" means the Commonwealth Transportation Board.

"Clear zone" means the total border area of a roadway or shared use path that is sufficiently wide for an errant vehicle to avoid a serious accident. (See the Subdivision Street Design Guide ([24VAC30-91-160](#)) for details.)

"Commissioner" means the chief executive officer of the Virginia Department of Transportation.

"Complete development (land)" means the utilization of the available areas in a manner as to realize its highest density for the best potential use based on zoning, pending rezoning, the adopted comprehensive plan of the governing body, or the customary use of similar parcels of land.

"Complete development (streets)" means the development of a subdivision street in full compliance with all applicable provisions of these regulations to the necessary standards of design and construction for the effective and efficient accommodation of the traffic generated by the complete development of the land, both internal and external to the subdivision.

"County controlled grade separation structure" means a grade separation structure that does not qualify for maintenance by the department but was established within the right-of-way of a street intended

for state maintenance.

"County official" means the representative of the governing body appointed to serve as its agent in matters relating to subdivisions.

"Cul-de-sac" means a street with only one outlet and having an appropriate turnaround for a safe and convenient reverse traffic movement and more specifically the turning area.

"Dam" means an embankment or structure intended or used to impound, retain, or store water, either as a permanent pond or as a temporary storage facility.

"Department" means the Virginia Department of Transportation.

"Design manual" means the department's Road Design Manual (see [24VAC30-91-160](#)), Location and Design Division.

"Design speed" means a speed selected for purposes of design and correlation of those features of a street such as curvature, super elevation, and sight distance, upon which the safe operation of vehicles is dependent.

"Developer" means an individual, corporation, or registered partnership engaged in the subdivision of land.

"Discontinue," in all its forms, means the legislative act of the Commonwealth Transportation Board, pursuant to § [33.2-908](#) of the Code of Virginia, that determines that a road no longer serves public convenience warranting its maintenance with funds at the disposal of the department.

"District administrator" means the department employee assigned the overall supervision of the departmental operations in each of the Commonwealth's nine construction districts.

"Drainage manual" means the department's Drainage Manual (see [24VAC30-91-160](#)), Location and Design Division.

"Dwelling unit" means a structure or part of a structure containing sleeping, kitchen, and bathroom facilities that is suitable for occupancy as a home or residence by one or more persons.

"Easement" means a grant of a right to use property of an owner for specific, limited use or purpose.

"Functional classification" means the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide.

"Governing body" means the board of supervisors of the county but may also mean the local governing body of a town or city, if appropriate, in the application of these requirements.

"Intersection" means the juncture of two or more streets at which point there are three or more legs.

"Level of service" means a qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and passengers. For the purposes of these requirements, the applicable provisions of the Highway Capacity Manual (see [24VAC30-91-160](#)) shall serve as the basis for determining "levels of service."

"Level terrain" means that condition where highway sight distances, as governed by both horizontal and vertical restrictions, are generally long or could be made so without construction difficulty or major expense.

"Loop street" means a street whose two outlets are to the same street.

"Mountainous terrain" means that condition where longitudinal and traverse changes in the elevation of the ground with respect to the road or street are abrupt and where benching and side hill excavation are frequently required to obtain acceptable horizontal and vertical alignment.

"Neotraditional development" means a type of subdivision that creates a neighborhood or community design with qualities of a traditional small town, combining a mix of uses that may include retail establishments, offices, civic buildings, public squares, and multi-family and single-family housing, all within walking distance of one another, as well as a mix of transportation facilities that focuses on the needs of pedestrians and bicyclists in addition to the needs of motorists. These developments may include a variety of buildings and land use densities along the same street. Street layout may follow a grid pattern using narrow streets and having multiple connections to surrounding neighborhoods. These developments may be referred to as "villages" or "hamlets" within the ordinances of the governing body.

"Nonresidential street" means a subdivision street adjacent to property that is anticipated to develop for purposes other than residential use.

"Office building" means a building that is used primarily for conducting business transactions other than retail sales.

"Parking bay" means an off-street area for parking two or more vehicles that are served by a short driveway connecting the parking area and the public street.

"Parking lane" means an area, generally seven or eight feet in width, adjacent to and parallel with the travel lane of a roadway that is used for parking vehicles.

"Pavement Design Guide" means the Pavement Design Guide for Subdivision and Secondary Roads in Virginia (see [24VAC30-91-160](#)).

"Permit Regulations" means the department's Land Use Permit Regulations ([24VAC30-151](#)).

"Phased development" (streets) means the method outlined in [24VAC30-91-70](#) (Phased development of subdivision streets) whereby the acceptance of certain subdivision streets into the secondary system of state highways may be considered before being completely developed in accordance with all applicable requirements (e.g., two lanes of a four-lane facility are considered for acceptance in advance of lanes 3 and 4 being finished).

"Plans" means the standard drawings, including profile and roadway typical section, that show the location, character, dimensions and details for the proposed construction of the subdivision street.

"Plat" means the schematic representation of the land divided or to be divided.

"Private streets" means subdivision streets that have not been dedicated to public use or that require the permission or invitation of a resident or owner to use the street. Such streets are not intended to be included in the secondary system of state highways maintained by the department.

"Privately maintained streets" means any public or private street that is not maintained by the department or the local governing body.

"Projected traffic" means the number of vehicles, normally expressed in average daily traffic (ADT), forecast to travel over the segment of the subdivision street involved.

"Public street" means a street dedicated to public use and available to the public's unrestricted use without regard to the jurisdictional authority responsible for its operation and maintenance.

"Requirements" means the design, construction, and related administrative considerations herein prescribed for the acceptance of a subdivision street for maintenance by the department as part of the secondary system of state highways.

"Resident engineer" means the department employee or employees designated by the district administrator to oversee the implementation of this regulation. In cities and towns that maintain and operate their own system of streets and elect to use the pavement and right-of-way width requirements of the Subdivision Street Design Guide ([24VAC30-91-160](#)) as a basis for street maintenance payments under the provisions of § [33.2-319](#) of the Code of Virginia, as well as the counties of Arlington and Henrico, the local official responsible for the review and approval of subdivision street design.

"Residential street" means a subdivision street adjacent to property that is anticipated to develop as single-family residences, apartment buildings, or other similar dwelling structures.

"Right-of-way" means the land, property, or interest therein, usually in a strip, acquired for or devoted

to a public street designated to become part of the secondary system of state highways.

"Roadway" means the portion of the road or street within the limits of construction and all structures, ditches, channels, etc., necessary for the correct drainage thereof.

"Secondary system of state highways" means those public roads, streets, bridges, etc., established by a local governing body pursuant to § [33.2-705](#) of the Code of Virginia and subsequently accepted by the department for supervision and maintenance under the provisions of Article 3 (§ [33.2-324](#) et seq.) of Chapter 3 and Article 2 (§ [33.2-908](#) et seq.) of Chapter 9 of Title 33.2 of the Code of Virginia.

"Shared use path" means a facility, as defined in § [46.2-100](#) of the Code of Virginia, that is set apart from the travelway and intended to be used by pedestrians and bicyclists.

"Shopping center" means a building or buildings containing two or more stores that are used primarily for retail sales but may include commercial trade or professional uses.

"Single-family residence" means a structure, other than an apartment building, maintained and used as a single dwelling unit or any dwelling unit that has direct access to a street and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

"Specifications" means the department's Road and Bridge Specifications ([24VAC30-91-160](#)), including related supplemental specifications and special provisions.

"Standards" means the applicable drawings and related criteria contained in the department's Road and Bridge Standards ([24VAC30-91-160](#)).

"Subdivision" means the division of a lot, tract, or parcel into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development. Any resubdivision of a previously subdivided tract or parcel of land shall also be interpreted as a "subdivision." The division of a lot or parcel permitted by § [15.2-2244](#) of the Code of Virginia will not be considered a "subdivision" under this definition, provided no new road or street is thereby established. However, any further division of such parcels shall be considered a "subdivision."

"Subdivision street" means a public way for purposes of vehicular travel that results from the subdivision of land, including the entire area within the right-of-way. Public streets developed in accordance with these requirements and meeting the necessary public service provisions established herein shall be eligible for addition to the secondary system of state highways maintained by the department. Streets primarily intended to access property abutting or in the immediate vicinity of the street are deemed "local" subdivision streets.

"Subdivision Street Design Guide" means Appendix B of the Road Design Manual ([24VAC30-91-160](#)).

"Swale" means a broad depression within which stormwater may drain during inclement weather, but which does not have a defined bed or banks.

"Through street" means a street that provides access between two other streets.

"Traveled way" means the portion of the subdivision street designated for the movement of vehicles, exclusive of shoulders, parking areas, turn lanes, etc.

"VDOT" means the Virginia Department of Transportation.

"VPD" means vehicles per day.

"VPH" means vehicles per hour.

"Watercourse" means a definite channel with bed and banks within which water flows, either continuously or in season.

Statutory Authority

§§ [33.2-210](#), [33.2-241](#), [33.2-326](#), and [33.2-705](#) of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 21, Issue 6, eff. January 1, 2005; Errata, 21:12 VA.R. 1776 February 21, 2005; amended, Virginia Register Volume 27, Issue 16, eff. May 11, 2011; Volume 31, Issue 7, eff. December 31, 2014.

[prev](#) | [next](#) | [new search](#) | [table of contents](#) | [home](#)

719 596

Prepared by: Barbara Wright Goshorn, PC
Tax Map Parcel No. 17-A-64

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
CUNNINGHAM MEADOWS

1188
THIS DECLARATION, made this 18th day of December, 2006, by ACRES
DEVELOPMENT, LLC, a Virginia limited liability company, herein referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate lying and being situate in the
Cunningham District of Fluvanna County, Virginia, containing 76.77 acres, (hereinafter referred to
as the "Property") being the property conveyed to the Declarant by deed of Fred Allen Sadler and
Sarah Elizabeth Sadler, husband and wife, dated December 30, 2005, and recorded in the Clerk's
Office of the Circuit Court of Fluvanna in Deed Book 669, page 172; and,

Plat Bk 2 Page 272-278
WHEREAS, the Declarant has caused the subject property to be divided into 30 lots
(hereinafter referred to as the "Lots"), with a common area as shown and described by plat of
Cunningham Meadows, made by Dominion Development Resources, LLC, dated August 1, 2006,
revised December 5, 2006, and recorded in the Clerk's Office of the Circuit Court of Fluvanna
County, Virginia in Plat Book 2, Page 272;

WHEREAS, the Declarant desires to subject the Lots shown on the aforesaid plat of
"Cunningham Meadows" to the following covenants and restrictions for the benefit and complement
of all of the Lots and of the future owners of the Lots;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots of Cunningham
Meadows, being Lots 1 through 30, shown on the attached plat of survey, shall be held, transferred,

sold, conveyed and occupied subject to the covenants, restrictions, easements and charges hereinafter set forth which are hereby imposed to enhance and protect the value and desirability of the Lots and shall inure to the benefit of each owner thereof and shall transfer with land, if sold.

ARTICLE ONE - DEFINITIONS

Section 1.01. "Declaration" shall mean and refer to the covenants, restrictions, easements, conditions, reservations and charges and all other provisions set forth in this document, as the same may, from time to time, be amended or supplemented.

Section 1.02. "Declarant" shall mean and refer to the Acres Development, LLC, and any successor or assignee of it as developer.

Section 1.03. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot subject to this Declaration, including contract seller, but excluding those having an interest merely as security for the performance of an obligation. Owner shall not mean and refer to the mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term "Owner" shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into the use, possession and enjoyment of such Lot.

Section 1.04. "The Association" shall refer to the Cunningham Meadows Owners Association, a non-stock nonprofit Virginia membership corporation.

ARTICLE TWO - CUNNINGHAM MEADOWS DRIVE

Section 2.01. It is intended that the road in Cunningham Meadows, to be known as Cunningham Meadows Drive, will be dedicated to the Commonwealth of Virginia and maintained by

the Virginia Department of Transportation. All Owners in the subdivision agree to cooperate with and execute whatever documents may be necessary or appropriate, now and in the future, to insure the road is taken into the State system. Each Owner shall be responsible for damage done to the road during the construction of improvements on the Owner's Lot by his or her contractor or subcontractors.

ARTICLE THREE - SPECIFIC RESTRICTIONS

Section 3.01. Residential Use. With the exception of Lot 30 which may also be used for agricultural and/or horticultural purposes, all Lots shall be used for residential purposes and customary recreation and accessory uses and purposes incidental thereto; only single family residences may be built on each Lot, including Lot 30. The use of a portion of a dwelling on a Lot as a home office by the Owner or Tenant thereof, if permitted by the Fluvanna County Zoning Ordinance, shall be considered a residential use, provided that the use of the Lot does not create undue customer, client or delivery traffic to and from the Lot of type and amount which is more than might reasonably be expected from the use of such Lot for residential purposes. The provisions of this paragraph shall not prohibit any builders permitted by the Declarant, in writing, from using any house as a model home.

Section 3.02. Parking. All vehicles belonging to or used by the Owners of the Lots, their guests, invitees, family members or tenants shall be parked in the garage or on the driveway for the Lot. No such vehicles shall be parked on any street or road in the subdivision. No inoperable vehicle shall be allowed to remain on any lot beyond a reasonable period of time, and in no event exceeding thirty (30) days, unless stored in a garage or other outbuilding.

Section 3.03. Antennae and Satellite Dishes. No radio station or shortwave operators of any

kind shall operate from any Lot or residence. No satellite dishes exceeding one (1) meter in diameter shall be installed on any Lot or no antennae or mast that is more than twelve (12) feet over the roof line shall be installed on any Lot without the written approval of the Declarant. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

Section 3.04. Stream Buffer Area. With the exception of utility easements, roadways shown on the attached plat of survey, farm roads and access roads to any residence constructed on Lot 30, no structures may be erected within any stream buffer area. "Stream Buffer" area shall be defined as an area fifty (50) feet on either side of the centerline of any stream. No trees in the Stream Buffer Area with a diameter of over four (4) inches may be cut down without the Declarant's prior written consent. If the Declarant has transferred responsibility to a home owners association, no trees in the Stream Buffer area with a diameter of over four (4) inches may be cut down without the prior written consent of the home owners association.

Section 3.05. Further Subdivision of Lots. No Lot shall be further subdivided or separated into smaller lots by an Owner other than the Declarant without written consent of the Declarant, its successors and assigns, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary lines disputes and similar corrective instruments. No Lot shall be used as a roadway, right of way or easement for access to any property lying outside the boundaries of the Property.

Section 3.06. No nuisance shall be maintained on any Parcel; no noxious or offensive activity shall be permitted on any Parcel. Trash or garbage must be kept in appropriate containers.

Section 3.07. Commercial Purposes. No commercial buildings shall be built upon the Lots.

Provided, however, that nothing in this paragraph shall be interpreted to prevent the conduct and operation of home-based offices and occupations, if such home-based office and occupation are permitted by Fluvanna County Zoning Ordinances. Provided, further, that nothing in this paragraph shall be interpreted to prevent the construction and operation of agricultural, horticultural or silvicultural buildings and activities on Lot 30.

Section 3.08. Signs. No billboards, signs or advertisements shall be erected, maintained or displayed on any lot without the prior written consent of the Declarant, or the Association. However, customary "For Sale", "For Rent" or "Construction By ____" signs may be erected by the Owners without the prior written approval of the Declarant or the Association.

Section 3.09. Animals and Pets.

A) With the exception of Lot 30, no poultry, goats, swine, sheep or other barnyard or zoo-type animals, unless specifically permitted herein, shall be kept upon any Lot. Privately owned dogs, cats and other domestic pets may be kept upon the Lots. No animal(s), domestic pets or other, shall be kept on any Lot, including Lot 30, in such numbers as to create a nuisance to the neighbors, or a health hazard to the neighbors or the animals. In no event shall more than four (4) of any species of any domestic pet be kept, with the exception of Lot 30. No commercial kennels or private kennels with more than six (6) dogs shall be permitted on Lot 30. There shall be no swine kept on Lot 30. All dog pens and enclosures must comply with the requirements of Section 4.06 of these Covenants and Restrictions. With the exception of Lot 30, no chain link, wire or metal fencing or animal enclosures shall be permitted unless appropriately landscaped and covered with lattice or wood fencing.

B) The Owner of Lot 30 shall be responsible for keeping all animals kept on Lot 30 from going upon the lands of other parties without permission, from running at large, from constituting a

nuisance or health hazard, or from overgrazing the land. The Owner of Lot 30 shall maintain all fences in good condition. No animals shall be kept within twenty-five (25) feet of the boundary lines of other Lots in the subdivision.

Section 3.10. No Hunting. No hunting or the discharging of any firearms shall be permitted on any Lot.

Section 3.11. Cutting of Timber on Lot 30. The owner of Lot 30 shall not clear cut any standing timber on Lot 30, unless such clear cut areas are immediately graded and seeded for pastures or agricultural fields or for the construction of buildings or riding rings. Select harvesting and thinning of trees is permitted as necessary for proper management of forest resources. The taking of firewood is permitted for domestic use by the Owner of Lot 30 only. Trees may be cut as necessary for the building of roads or trails on Lot 30.

ARTICLE FOUR - ARCHITECTURAL REVIEW

Section 4.01. Plan Approvals. All homes must be in conformity with these Covenants and Restrictions, as determined by the Declarant in its sole discretion. Discretion with regard to conformity will include an aesthetic evaluation by Declarant of any existing homes to the left, right, rear and across the street from the lot in question. All of the following requirements must be presented to, and approved by, the Declarant prior to the commencement of any construction on a lot. The Declarant will respond within twenty-one (21) days after the receipt of all of the below listed requirements with a written approval, rejection and/or required changes.

A) Application Requirements for Plan Approval:

1. A complete set of the construction drawings, including the foundation, floor plan and all elevations.
2. A site plan showing the house location and Erosion and Sediment Control measures.

3. Roofing, siding, brick, railing, post, shutter, exterior doors and any other exterior finish products, style, type and finished color.

In the event the Declarant fails to approve, modify or disapprove in writing a request for approval as required herein within twenty-one (21) days after the plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be deemed granted. In the event the appropriate equitable or legal action together with a lis pendens has not been commenced within ninety (90) days after the issuance of a certificate of occupancy or, if no building permit was required by local ordinances, the completion of any improvements or alterations, it shall be conclusively presumed that such construction, alterations or improvements are approved by the Declarant. The responsibilities of the Declarant hereunder to approve plans shall, upon the transfer by the Declarant to the Association, become the responsibility of the Association.

Section 4.02. Square Footage of Residence. Every residence built on the Lots shall contain the following minimum square feet of fully enclosed floor space devoted to living purposes (exclusive of porches, breezeways, patios, basements and garages and any unfinished spaces) unless the Declarant grants a written exception to this requirement:

- A) 1,800 square feet of living floor space for a one story dwelling;
- B) 2,000 square feet of living floor space for a one and one-half story dwelling; and
- C) 2,200 square feet of living floor space for a two story dwelling.

In no event shall manufactured homes, mobile homes, single wide or double wide homes (even if placed on a permanent foundation), or modular homes be permitted on any Lot. No tents, campers or vehicles designed for mobile living may be used as either temporary or permanent living spaces upon any of the Lots.

~~Section 4.03. Garages. All residences must have a two (2) car garage, either attached or~~

Delete →

~~detached from the residence. Garages under the residence are permitted.~~

Section 4.04. Exterior Surfaces. No exterior of any structure constructed on the Lots shall be of cinder or cement block or asbestos shingles. The use of cinder or cement block shall be permitted provided that the cinder or cement block portion is visible no more than three (3) feet above ground level. The exposed foundation, facing the street, will be bricked. Decorative pattern block or concrete must be painted.

Section 4.05. Roofing and Roof Pitch. The roof pitch of each residence shall be eight (8) inches per foot (8/12 roof pitch) with at least two roof lines. A covered front porch may count as one of the roof lines. All roofing will be a minimum of twenty-five (25) year architectural grade shingle. All homes will have gutters and leaders. Alternate gutter systems may be allowed, provided the Declarant consents in writing to such alternate gutter system.

Section 4.06. Fences, Sheds and Outbuildings. With the exception of Lot 30, a maximum of two (2) sheds and/or barns are permitted on each Lot, not to exceed 400 square feet in combined shed and barn space on any given Lot. With the exception of Lot 30, the exterior finish and roofing of all sheds and barns shall match the color of the corresponding residential dwelling. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of the surrounding property. With the exception of Lot 30, no chain-link, wire or metal fences or animal enclosures, including, but not limited to, dog pens, are permitted, unless covered with lattice work or wood. All sheds, barns and fences are subject to the approval process set forth herein as to location, type of structure or fence, and materials to be used.

Section 4.07. Landscaping. With the exception of Lot 30, all soil disturbed in the construction process on any Lot will be covered with either seed and straw or mulch. There is a minimum landscaping requirement of covering the foundation facing the road for all Lots, including

Lot 30. If a home is on a corner lot, all sides facing a street must have foundation plantings. A complete landscaping plan must be presented to the Declarant prior to any construction being approved by the Declarant. The landscaping plan must include the following items:

A) The location of plant material shown on both the floor plan and any elevation facing street.

A listing of species of plant material is not required.

B) The Owner or its assigned agent must sign and agree to maintain the approved plan.

Section 4.08. Walkways. With the exception of Lot 30, a solid walkway from the front door to the driveway is required.

ARTICLE FIVE - CREATION OF HOME OWNERS ASSOCIATION;
TRANSFER OF ARCHITECTURAL REVIEW AND
APPROVAL TO OWNER ASSOCIATION

Section 5.01. Declarant Control. The Declarant may, in the Declarant's sole discretion, maintain complete control over architectural review until one hundred percent (100%) of the Lots have been conveyed and developed with residential structures as evidenced by the issuance of a certificate of occupancy from the appropriate Fluvanna County authorities.

Section 5.02. Homeowner's Association. When one hundred percent (100%) of the Lots have been conveyed and developed as set forth above, or at such earlier time as the Declarant may deem appropriate in the Declarant's sole discretion, the Declarant will assign all rights and responsibilities under these Covenants and Restrictions to a homeowner's association (hereinafter the "Association"), for the purpose of continuing the implementation and enforcement of the rules set forth in these Covenants and Restrictions. An initial Board of Directors, of three (3) members, shall be appointed by the Declarant. The initial Directors shall be responsible for the calling of the first meeting of the Association. The meeting shall be held within six (6) months of the date that the initial Directors are appointed. The meeting shall be held in Fluvanna County, Virginia at a suitable place to be

designated by the Board of Directors. At the first meeting, the Owners shall, by a majority vote, form the Association's legal entity as they deem advisable, elect a Board of Directors and officers of the Association, and adopt bylaws to govern the conduct of the Association. The Declarant shall bear no further responsibility whatsoever under this Declaration of Covenants and Restrictions once 100 percent of the Lots have been conveyed and developed with residential structures, or upon the appointment of the initial Board of Directors, whichever shall first occur.

Section 5.03. Purpose of the Association. The Association shall, in addition to other duties, such as levying assessments, and regulating the external design, appearance and use of the Lots, easements and improvements thereon, maintain the mowing easement area and entrance feature.

Section 5.04. Membership, Voting and Majority Rule. The address of record for any Owner shall be the address shown on the Fluvanna County tax records in the Office of the Commissioner of Revenue, unless the Declarant or Association is given written notice of an alternate address by the Owner by certified mail. The Association shall be established by the membership consisting of the Owners of each Lot in Cunningham Meadows, who shall have one (1) vote for each Lot owned, regardless of the number of record Owners of any given Lot. The Association shall be governed by the majority vote of the Owners (1 vote per Lot) in the establishment of the Association, the election of Directors and the adoption of Bylaws. The Owner of each Lot, by acceptance of a deed thereto, automatically becomes a member of the Association to be created and set forth herein.

ARTICLE SIX - ASSESSMENTS ON LOTS

Section 6.01. The Association may impose special assessments from time to time as are determined by the Association as necessary for the payment of costs and attorney's fees anticipated or incurred for the enforcement of this Declaration, or for the maintenance of the mowing easement area and entrance feature.

Section 6.02. Declarant for each Lot owned hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay equally with the other Owners the cost of special assessments as provided for herein.

Section 6.03. In the event any Owner shall fail to contribute his or her pro rata share of assessments, the Association may after 15 days written notice, bring an action at law against the non-contributing Owner and/or may record in the Fluvanna County Circuit Court Clerk's Office a notice of lien against the non-contributing Owner for his or her portion of the assessments that are due, which filing shall create a continuing lien against the non-contributing Owner's parcel, the amount of which shall include interest at the legal rate of judgments then prevailing, plus any costs of collection including reasonable attorney's fees. The parties hereto and their successors and assigns as evidenced by their recordation of a deed or other instrument conveying an interest in a Lot to such successor or assign, specifically agree that a notice of lien may be bonded off using procedures similar in fashion to those procedures set forth in Virginia Code § 43-70 *et seq.* or any amendments thereto, or a motion to quash may be brought in the appropriate court.

Section 6.04. Any judgment or lien resulting from these Covenants and Restrictions shall be deemed subordinate to all deeds of trust or mortgages, now or hereafter executed, encumbering the Lots, and none of said Covenants and Restrictions or other provisions shall supersede or in any way reduce the security or affect the validity of any such deed of trust or mortgage; provided, however, if any portion of any Lot is acquired in lieu of foreclosure or is sold under foreclosure of any deed of trust or mortgage or under judicial sale, tax foreclosure or forfeiture, any purchaser at such sale, his or her heirs, successors and assigns, shall hold any and all properties so purchased or acquired subject to all these Covenants and Restrictions.

ARTICLE SEVEN - EASEMENTS

Section 7.01. Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements and rights of way twenty-five (25) feet in width (which may be granted, vacated, revised and/or relocated) on, above, through, over, under and across that portion of property immediately within and along the front, rear and side boundary lines of all Lots for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, modifying, replacing, removing and extending the following: electric, telephone and cable poles, wires, cables, conduits, pipes, ditches, and other suitable equipment for the conveyance of water, telephone, electricity, cable, communications and other utilities and public conveniences, and sewage, and for storm and surface water drainage and management, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. Private wells and septic fields may encroach into the easements. Any easement exercised hereunder shall be exercised in a manner consistent with the use of the Lot on which such easement lies for residential purposes.

Section 7.02. The easements provided in this Article shall include the right to cut any trees, brush and shrubbery to make any grading of soil and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities.

Section 7.03. The rights herein reserved may be exercised by the licensee of Declarant but shall not be deemed to impose any obligation upon Declarant to provide or maintain or be responsible for the laps or temporary interruption of any utility or drainage service.

Section 7.04. Any damage to property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party that caused the damage. In addition, any damage caused by an Owner, his or her agent, or any party which whom the Owner has contracted, to Cunningham Meadows roads, culverts and/or ditches shall be promptly repaired by the responsible

Owner.

Section 7.05. Mowing Easement. Declarant reserves unto itself, its successors and assigns, including, but not limited, to the Association, a perpetual mowing easement along Cunningham Meadow Drive as shown and described on the aforesaid plat of Cunningham Meadows made by Dominion Development Resources, LLC, for the purpose of maintaining drainage ditches and slopes and mowing the mowing easement area.

Section 7.06. Entrance Feature. Declarant reserves unto itself, its successors and assigns, including, but not limited to the Association, a perpetual easement for the installation, renovation, modification and maintenance of the entrance feature including, but not limited to, the landscaping and lighting of the entrance feature, in the area shown and described as "Entrance Feature" on the aforesaid plat of Cunningham Meadows, together the right of ingress to and egress from, over and through Lot 30 for the purpose of installing, renovating, modifying and maintaining the entrance feature.

Section 7.07. Drainage Easements. Declarant reserves unto itself, its successors and assigns, including, but not limited to the Association, a perpetual easement for the installation, renovation, modification and maintenance of drainage easements and stormwater management facilities in those areas shown and described as "Drainage Easement" on the aforesaid plat of Cunningham Meadows, together the right of ingress to and egress from, over and through Lot 30 for the purpose of installing, renovating, modifying and maintaining the drainage easements and stormwater management facilities. The Declarant, its successors and assigns, shall have the right to trim, cut and remove trees and shrubbery, fences, structures or other obstructions or facilities in or near the drainage easements, deemed by the Declarant or its successors or assigns to interfere with the proper and efficient construction, operation and maintenance of the drainage easements.

ARTICLE NINE - BUILDING SETBACK LINES

Section 9.01. The setback requirements and lines shown on the attached subdivision plat are set forth solely for informational purposes to show the setback requirements imposed by the ordinances of Fluvanna County in effect as of the date of the approval of the subdivision plat, and are not restrictive covenants running with the land.

Section 9.02. Relief from any violation of such setback requirements and lines may be effectively and conclusively obtained by a variance or variances of the Fluvanna County Board of Zoning Appeals or any successor body, and shall not require the consent or approval of any other Owner.

ARTICLE TEN - WETLANDS

Section 10.01. No construction or land disturbance activities of any kind may be conducted within any area identified as a wetland area. Construction and land disturbance activities are specifically defined as follows: (a) destruction or alteration of wetlands on property other than those alterations authorized by appropriate governmental authorities, such as the Army Corps of Engineers, or any successor State or Federal agency; (b) ditching, draining, diking, filling, excavating, land clearing, grading, plowing, removal of topsoil, sand or other materials, and any building of roads or alteration in the topography and/or hydrology of the land in any manner; (c) construction or maintenance of buildings; provided, however, by way of example and not by way of limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks and picnic tables and children's playground equipment may be placed in the wetland areas, provided that any such structure permits the natural movement of water and preserves the natural contour of the ground, and it is approved in advance in writing by the Army Corps of Engineer, or any successor State or Federal agency.

ARTICLE ELEVEN - GENERAL PROVISIONS

Section 11.01. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 11.02. Any Owner shall have the right to enforce, by any proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, any Owner bringing such suit prevails, such Owner shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce such covenant or restriction thereafter.

Section 11.03. Unless otherwise specified herein, the above covenants and restrictions shall be binding upon all Lot Owners, their heirs, successors and assigns, shall inure to the benefit of all other Lot Owners. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 11.04. Variances. The Declarant may allow reasonable variances and adjustments of these Covenants and Restrictions in order to overcome particular difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision.

Section 11.05. Duration and Amendments to the Covenants and Restrictions. The Covenants and Restrictions shall run with and bind the real estate made subject to such Covenants and Restrictions for a term for thirty (30) years from the date this Declaration is recorded, after which

time this Declaration shall be automatically extended for successive periods of twenty-five (25) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by not less than all of the Owners of record of the Lots and any approvals required by mortgage lien holders. A termination must be recorded in the land records of Fluvanna County in order to become effective. Prior to the transfer to the Association, these Covenants and Restrictions may be amended at the sole discretion of the Declarant, without prior approval of the Owners of record. Any such amendment need only be signed by the Declarant, recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, and a copy mailed to the Owners of record as of the date of the recording of such amendment. After the transfer to the Association, these Covenants and Restrictions may be amended by a vote and approval of two-thirds (2/3) of the Owners of record as of the date of the vote.

Section 11.06. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of Fluvanna County, Virginia. Where these Covenants and Restrictions are more restrictive than County ordinances, then these Covenants and Restrictions shall apply.


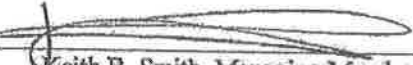
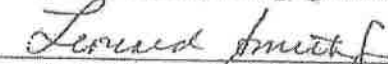
Section 11.07. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions, and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

Section 11.08. Captions. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the

singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 11.09. Applicability. These covenants, restrictions and reservations shall be covenants running with the land, shall be binding upon all owners, their heirs, successors and assigns, and shall inure to the benefit of all property owners in the subdivision. Such covenants, restrictions, and reservations shall continue unless amended or abolished by a written agreement as set forth herein.

WITNESS the following signature and seal:

ACRES DEVELOPMENT, LLC
 By  (SEAL)
 Ronald E. Parham, Managing Member
 By  (SEAL)
 Keith B. Smith, Managing Member
 By  (SEAL)
 Leonard Smith, Jr., Managing Member

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

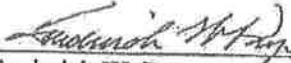
The foregoing instrument was acknowledged before me this 18 th day of December, 2006 by Ronald Parham, Keith B. Smith and Leonard Smith, Managing Members of Acres Development, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: 3/31/09


 Notary Public

719 613

Approved as to form:


Frederick W. Payne
Fluvanna County Attorney

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

St. R. Tax	_____	The foregoing instrument with acknowledgment was admitted to record on <u>MARCH 7</u> , 2007 at <u>13:44 P.M.</u> In D.B. <u>719</u> Page(s) <u>596-613</u> Recording costs paid as shown.
Co. R. Tax	_____	
Transfer	_____	
Clerk	<u>35.00</u>	
Grantor Tax	_____	

PLAT	<u>140.00</u>	Teste: <u>Benson E. Peterson, Jr.</u> , Deputy Clerk Benson E. Peterson, Jr., Clerk
Total \$	<u>175.00</u>	

Prepared by: Barbara Wright Goshorn, PC
Tax Map Parcel Nos. 17-28-1 through 17-28-30

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF
CUNNINGHAM MEADOWS

THIS AMENDMENT TO THE DECLARATION of Covenants and Restrictions of
Cunningham Meadows, is made this 17th day of April, 2008, by **ACRES DEVELOPMENT,
LLC**, a Virginia limited liability company, herein referred to as the "Declarant," whose
address is 6342 Thomas Jefferson Parkway, Palmyra, Virginia 22963.

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of Cunningham Meadows
dated December 18, 2006, and recorded in the Clerk's Office of the Circuit Court of Fluvanna
County, Virginia in Deed Book 719, page 596 (the "Declaration"), states in Section 11.05 that
"Prior to the transfer to the Association, these Covenants and Restrictions may be amended at the
sole discretion of the Declarant, without prior approval of the Owners of record."; and,

WHEREAS, the Declarant has not transferred or assigned any rights and responsibilities
to a homeowner's association pursuant to the terms and provisions of the Declaration; and,

WHEREAS, the Declarant now desires to amend the Declaration.

NOW, THEREFORE, in consideration of the premises the Declarant hereby amends the
above-described Declaration of Covenants and Restrictions of Cunningham Meadows as follows:

1. The Declaration shall be amended to include Article Eight as follows:

ARTICLE EIGHT - DRAINFIELDS AND WELLS

Section 8.01. The Declarant hereby reserves, establishes and imposes on Lot 30 perpetual, alienable easements and rights of way, for the benefit of the Owners, for the construction, inspection, repair, replacement and maintenance of drainfields and septic system facilities for the individual Lots as identified, shown and described by the plat of Dominion Development Resources, LLC dated August 1, 2006, revised December 5, 2006, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 2, page 272, and for such additional drainfields, reserve areas, and wells as may be necessary or appropriate in the future to serve the Lots, in such locations as may be approved by the Fluvanna County Health Department, or any successor thereto, together with the right of ingress and egress to all such facilities and easements for the construction, inspection, repair, replacement and maintenance thereof.

Section 8.02. Each Owner shall be responsible for the costs of installing, inspecting, repairing, replacing and maintaining the drainfield, septic system and/or well located on Lot 30 serving the Owner's Lot, together with all lines running from such drainfield, septic system and well to the Owner's Lot. The Owner shall also be responsible for the costs of restoring the landscaping and/or any land disturbed on Lot 30 as the result of the installation, inspection, repair, replacement or maintenance of the Owner's drainfield, septic system or well located on Lot 30.

2. All remaining provisions of the above-described Declarations of Covenants and

0763
0203

763 203

Restrictions of Cunningham Meadows dated December 18, 2006, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 719, page 596, shall remain in full force and effect.

WITNESS the following signatures and seals:

Acres Development, LLC

By [Signature] (SEAL)
Ronald E. Parham, Managing Member

By [Signature] (SEAL)
Leonard Smith, Jr., Managing Member

By [Signature] (SEAL)
Keith Smith, Managing Member

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

The foregoing instrument was acknowledged before me this 17th day of April, 2008 by Ronald E. Parham, Leonard Smith, Jr. and Keith Smith, Managing Members of Acres Development, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: 4/30/2011

[Signature]
Notary Public



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

St. R. Tax		The foregoing instrument with acknowledgment was admitted to record on <u>April 21</u> , 20 <u>08</u> at <u>10:31</u> A.M. In D.B. <u>1103</u> Page(s) <u>201-203</u> . Recording costs paid as shown Teste: <u>[Signature]</u> Deputy Clerk Bouton E. Peterson, Jr., Clerk
Co. R. Tax		
Transfer	<u>2100</u>	
Clerk		
Grantor Tax		
Total \$	<u>2100</u>	

0822
0013

PROF

822 13

Document Prepared By:
Stuart A. Simon & Associates
4900 Cuthaw Avenue
Richmond, Virginia 23230

Assessment: \$1,940,000.00
Contract: 3 580,000.00
Appraised Value: \$ 756,000.00

TAX PARCEL NOS. 17-28-1, 17-28-3, 17-28-4, 17-28-5, 17-28-7, 17-28-8, 17-28-9,
17-28-10, 17-28-11, 17-28-12, 17-28-13, 17-28-14, 17-28-16, 17-28-17, 17-28-18,
17-28-20, 17-28-21, 17-28-22, 17-28-23, 17-28-24, 17-28-25, 17-28-27, 17-28-28

THIS TRUSTEE'S DEED, made this 21st day of July, 2010, by and between STUART
A. SIMON, Substitute Trustee, as Grantor, ACRES DEVELOPMENT, LLC, a Virginia
limited liability company, being referred to as Grantor for indexing purposes, and BANK OF
HAMPTON ROADS, a Virginia State Bank, as Grantee.

RECITALS:

By Credit Line Deed of Trust dated February 27, 2007, from Acres Development, LLC to
Rex Lee Smith, Lawrence N. Ashworth and Steven C. Layden, Trustee, duly recorded in the
Clerk's Office of the Circuit Court, Fluvanna County, Virginia (the "Clerk's Office") in Deed
Book 718, page 127 (the "Credit Line Deed of Trust") as modified pursuant to that certain
Modification of Deed of Trust dated October 15, 2007 and duly recorded in the Clerk's Office in
Deed Book 746 of page 90 (the "Modification") (the Credit Line Deed of Trust and Modification
hereinafter collectively referred to as the "Deed of Trust"), the hereinafter described property was
conveyed, in trust, to secure an amount of One Million Eight Hundred Fifty Thousand Dollars
(\$1,850,000.00) plus interest thereon, as evidenced by a Deed of Trust Note of even date
therewith (the "Note") made payable to Bank of Hampton Roads (the "Noteholder").

By Deed of Appointment of Substitute Trustee dated February 12, 2010 and duly
recorded February 17, 2010 in the aforesaid Clerk's Office, in Deed Book 812, page 590, Stuart
A. Simon and Paul S. Kellinger, either of whom may act, were appointed as Substitute Trustee in
the place and stead of Rex Lee Smith, Lawrence N. Ashworth and Steven C. Layden.

Default having been made in the payment of the Note secured by the Deed of Trust, the Noteholder accelerated the maturity date of the Note and directed Stuart A. Simon, as Substitute Trustee, to sell the real estate hereinafter described in accordance with the provisions contained in the Deed of Trust and the laws of the Commonwealth of Virginia.

Stuart A. Simon gave notice as required in the Deed of Trust and pursuant to the Code of Virginia, 1950, as amended, by advertising once a week for four successive weeks in a newspaper published in Albemarle County, Virginia and having general circulation in Fluvanna County, Virginia, and the required notice of sale was given to Acres Development, LLC more than fourteen (14) days in advance of such sale by certified mail, return receipt requested, in accordance with Section 55-59.1 of the Code of Virginia, 1950, as amended.

Thereafter, the hereinafter described property was offered for sale at public auction at the front entrance to the Circuit Court, Fluvanna County, Virginia, to the highest bidder, on March 16, 2010, commencing at 1:00 p.m., at which sale Bank of Hampton Roads, being the highest and last bidder, purchased the hereinafter described property for a bid of Five Hundred Eighty Thousand Dollars (\$580,000.00) (the "Purchase Price").

WITNESSETH:

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the Purchase Price and in discharge of his duties as Substitute Trustee, Stuart A. Simon, acting as Substitute Trustee, does hereby grant and convey to Bank of Hampton Roads, in fee simple, with covenants of **SPECIAL WARRANTY of TITLE**, the property described on Schedule A attached hereto and made a part hereof.

This conveyance is made subject to easements, conditions and restrictions of record insofar as the same may lawfully affect said property and have priority over the lien of the Deed

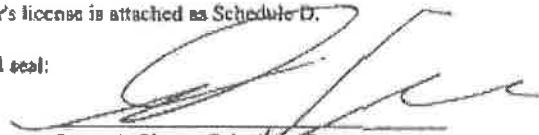
0822
0015

822 15

of Trust.

The recording fees are based on the appraised value of the property, which is Seven Hundred Fifty Six Thousand Dollars (\$756,000.00). The Appraisal Report as of September 9, 2009 is attached hereto as Schedule B. The Appraisal Report as of May 28, 2010, which appraises the property at Seven Hundred Fifty Six Thousand Dollars (\$756,000.00) is attached hereto as Schedule C. A copy of the Appraiser's license is attached as Schedule D.

WITNESS the following signature and seal:


Stuart A. Simon, Substitute Trustee

COMMONWEALTH of VIRGINIA
CITY of RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 21st day of July, 2010, by Stuart A. Simon, Substitute Trustee, as aforesaid.

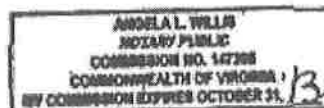
My commission expires:

10/31/2013

Notary Registration No.:

147365


Notary Public



Grantee's Address:

999 WATERSIDE DR
NORFOLK, VA 23510

SCHEDULE A

All that certain parcel or tract of land, situated in the Cunningham Magisterial District of Fluvanna County, Virginia, containing 76.76 acres, more or less, as shown and described on a plat made by Rivanna Engineering & Surveying, PLC, dated December 23, 2005, recorded in the Clerk's Office of the Circuit Court of the Circuit Court of Fluvanna County, Virginia, in Deed Book 669, page 174, being Tax map 17-A-64.

LESS AND EXCEPT Lots 2, 6, 15, 19, 26, 29 and 30, Cunningham Meadows as shown on a plat by Dominion Development Resources, LLC, dated August 1, 2006, last revised December 5, 2006, and recorded in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia, in Plat Book 2, pages 272 through 278.

The above property being more particularly described pursuant to the subdivision of Tax Map 17-A-64 and now described as follows:

ALL THOSE certain lots, pieces or parcels of land, situate, lying and being in the Cunningham Magisterial District of Fluvanna County, Virginia, known, numbered and designated as Lots 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 27 and 28, as shown on that certain plat of subdivision entitled "PLAT SHOWING SUBDIVISION OF TAX MAP 17, SECTION A, PARCEL 64 CUNNINGHAM MEADOWS CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VIRGINIA" made by Dominion Development Resources, LLC, dated August 1, 2006, last revised December 5, 2006 and duly recorded in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia, in Plat Book 2, at Pages 272 through 278.

TOGETHER WITH AND SUBJECT TO that certain Declaration of Covenants and Restrictions of Cunningham Meadows dated December 18, 2006, duly recorded in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia in Deed Book 719, at Page 596 and as amended pursuant to an Amendment to Declaration of Covenants and Restrictions of Cunningham Meadows and recorded in the aforesaid Clerk's Office in Deed Book 763, at Page 201.

0822
0017

822 17
SCHEDULE B

**Pape
& Company INC**
Real Estate Appraisers and Consultants

September 9, 2009

Mr. Stephen C. Skinner
C/o Appraisal Department
Hampton Roads Bankshares
112 Corporate Drive
Elizabeth City, NC 27909

RE: Appraisal Report of
Cunningham Meadows subdivision
Fluvanna County
Our File C09-08-009

Dear Mr. Skinner:

As you requested, we have made an inspection and valuation of the above-referenced property. We have collected market data indicative of the highest and best use and the market and liquidation values of the subject property's fee simple estate. The property consists of the unsold balance of the Cunningham Meadows subdivision—23 half-acre lots for single-family detached homes and a 58-acre open space parcel with an existing dwelling. This appraisal excludes one cluster lot that has been conveyed to an affiliated builder. The cluster lots will require private wells and septic systems, which will mostly be alternative systems. The subdivision infrastructure is largely complete—half of the interior road requires final paving.

This report has been prepared in accordance with sound appraisal practice and the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice, and the applicable provisions of Title XI of the Financial Institutions Reform and Recovery Enforcement Act. The report contains the most pertinent of the data assembled, analysis of the subject property, applicable market information, and resulting conclusions.

Pape and Company, Incorporated Page 2

Karen D. Pape, MAI, SRA | 1421 Sachem Place, Suite 1 | Charlottesville, Virginia 22901 | 434.975.6640 | fax 434.975.6641

0822
0018

It is our opinion, subject to the Contingent and Limiting Conditions set forth herein, that the subject property had the following estimated Market and Liquidation Values, as defined, as of September 2, 2009:

Market Values

Retail Value of Lots	
Average Value of 23 Cluster Lots	\$45,700 each*
Open Space Parcel with Existing Dwelling	\$400,000

"As Is" Value by DCF Analysis	\$1,090,000
-------------------------------	-------------

"As Complete" Value by DCF Analysis	\$1,130,000
-------------------------------------	-------------

Liquidation Value of Subdivision As Is	\$880,000
--	-----------

*See page 88 for individual lot values.

Completion of Construction: The subdivision infrastructure is nearly complete. The rear half of the interior road requires paving. It will not receive its final paving until a significant percentage of homes are completed. Our estimate of the subdivision's "as is" value by DCF analysis is adjusted for the estimated cost to complete the infrastructure.

This appraisal is based on extraordinary assumptions that appear on page 18.

If we can be of further assistance, please advise.

Sincerely,



James P. Waite, Cert. General Appraiser



Karen D. Pape, MAI, SRA
(Review appraiser; did not inspect property)



Pape and Company, Incorporated Page 3

SCHEDULE C

James P. Waite, Certified General Appraiser
Pape and Company, Inc.
Real Estate Appraisers and Consultants
1421 Sagem Place, Suite 1
Charlottesville, VA 22901
(434) 975-6648

May 28, 2010

Mr. Bill West
C/o Hampton Roads Bankshares
Emailed to bwest@bohr.com

RE: Appraisal Report of
Cunningham Meadows subdivision
Fluvanna County
Our File C09-08-009

Dear Mr. West:

In a report dated September 9, 2009 (effective date September 2, 2009), we appraised the remaining lots in the Cunningham Meadows subdivision. The opinions of market value in that report were as follows:

Retail Value of Lots	
One lot requiring traditional septic system (Lot 13)	\$52,000
15 lots requiring secondary treatment (Lots 1, 3, 4, 9, 11, 12, 16, 18, 20, 21, 22, 24, 25, 27, and 28)	\$47,000 each
Seven lots requiring drip dispersal (Lots 5, 7, 8, 10, 14, 17, and 23)	\$42,000 each
Average Value of 23 Cluster Lots	\$45,700 rounded*
Open Space Parcel with Existing Dwelling (Lot 30)	\$400,000
"As Is" Value by DCF Analysis including Lot 30	\$1,090,000
*((1 lot x \$52,000) + (15 lots x \$47,000) + (7 lots x \$42,000))/23 lots = \$45,696	

You have informed us that Lot 30 was sold prior to your foreclosure on the 23 cluster lots, and you have requested us to provide the As Is market value of the unsold cluster lots on September 2, 2009.

In answer to your question, the As Is market value of the 23 cluster lots to one buyer on September 2, 2009 was \$756,000 rounded. An Excel spreadsheet showing the DCF

Pape and Company, Incorporated Page 1

analysis is attached. This analysis is identical to the analysis in our September 9, 2009 report, except that Lot 30 has been removed from the DCF analysis.

Based on this analysis, the As Is market value of the 23 unsold cluster lots on September 2, 2009 was:

Seven Hundred Fifty-six Thousand Dollars
\$756,000

This appraisal is a supplement to our report dated September 9, 2009. It is subject to the extraordinary assumptions and the contingent and limiting conditions that were contained in that report.

If we can be of further assistance, please advise.

Sincerely,



James P. Waite, Certified General Appraiser



0822
0021

As Is Market Value of 23 Unsold Cluster Lots to One Buyer by DCF Analysis
Effective Date 9/2/2009

Annual Discount Rate = 12%							
Discount Rate/Period = 5.85%							
Profit % of Cluster Lot Sales = 10%							
Profit % of Open Space Sale = N/A							
Lot Price Escalation = \$4,000/Year							
	Time 0	Year 0.5	Year 1	Year 1.5	Year 2	Year 2.5	Year 3
	Sep-09	Mar-10	Sep-10	Mar-11	Sep-11	Mar-12	Sep-12
Lot Sales	3	4	3	4	3	4	2
Average Lot Price	\$45,700	\$45,700	\$47,700	\$49,700	\$51,700	\$53,700	\$55,700
Open Space Gone	0	0	0	0	0	0	0
Gross Sales	\$137,100	\$182,800	\$143,100	\$198,800	\$155,100	\$214,800	\$111,400
Expenses							
Profit and Overhead	\$13,710	\$18,280	\$14,310	\$19,880	\$15,510	\$21,480	\$11,140
Commissions	8,228	10,968	8,580	11,928	9,308	12,888	6,684
Closing Costs	343	457	350	497	388	537	279
Taxes on Unsold Lots	4,738	4,100	1,828	1,650	1,118	778	299
Total Expenses	\$27,018	\$33,805	\$25,082	\$33,865	\$26,322	\$35,681	\$18,371
Net Sales Proceeds	\$110,084	\$148,995	\$118,018	\$164,915	\$128,778	\$179,120	\$93,029
Construction Cost	0	0	0	\$1,000	0	0	0
Net Proceeds	\$110,084	\$148,995	\$118,018	\$113,915	\$128,778	\$179,120	\$93,029
Discount Factor	1.0000	0.9447	0.8925	0.8432	0.7966	0.7529	0.7110
Discounted Cash Flow	\$110,084	\$140,751	\$105,334	\$96,078	\$102,584	\$134,800	\$66,141
Net Present Value	\$755,780						

The construction cost of \$51,000 is the estimated cost of final paving for the subdivision, which is expected to occur after a total of 20 Cunningham Meadows lots have sold.

0822
0022

822 22
SCHEDULE D

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION COMMONWEALTH OF VIRGINIA 5660 Mayland Dr., Suite 400, Richmond, VA 23239 Telephone: 1 (804) 367-4550		INSTRUMENT 4001 011639
REAL ESTATE APPRAISER BOARD CERTIFIED GENERAL REAL ESTATE APPRAISER		
		
JAMES PHILIP WATTE III 1339 MOSBY'S REACH CHARLOTTESVILLE VA 22901		
EXPIRES ON 11-30-2010		
<small>ATTENTION: IF THE LICENSEE HAS ANY OTHER VIOLATIONS, THESE WILL BE ADDED TO THE LICENSEE'S RECORD. IF THE LICENSEE HAS ANY OTHER VIOLATIONS, THESE WILL BE ADDED TO THE LICENSEE'S RECORD. IF THE LICENSEE HAS ANY OTHER VIOLATIONS, THESE WILL BE ADDED TO THE LICENSEE'S RECORD.</small>		

INSTRUMENT #1002408
RECORDED IN THE CLERK'S OFFICE OF
FLUVANNA COUNTY ON
JULY 26, 2010 AT 01:57PM
\$756.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$378.00 LOCAL: \$378.00

BOUSON E. PETERSON, CLERK
RECORDED BY: MRP

0855
0553

855 553

0855
0553

THIS DEED OF BARGAIN AND SALE, Made this 18th day of October, 2011,
by and between THE BANK OF HAMPTON ROADS, a Virginia corporation,
Grantor, party of the first part, and LIBERTY HOMES, INC., A Virginia corporation,
Grantees, parties of the second part, whose mailing address is: 8249 Crown Colony
Priddy # A Mechanicsville VA 23104.

WITNESSETH:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in
hand paid, and other good and valuable considerations, the receipt whereof is hereby
acknowledged, the said party of the first part does hereby grant and convey, with Special
Warranty of Title unto the said party of the second part, the following described property,
to-wit:

ALL those certain lots or parcels of land, lying and being situated in the
Cunningham Magisterial District of Fluvanna County, Virginia, known,
numbered and designated as Lots 3, 4, 7, 8, 9, 10, 11, 12, 17, 18, 20, 21, 22, 23,
24, 25, 27 as shown on that certain plat of subdivision entitled, "PLAT
SHOWING SUBDIVISION OF TAX MAP 17, SECTION A, PARCEL 64,
CUNNINGHAM MEADOWS, CUNNINGHAM DISTRICT, FLUVANNA
COUNTY, VIRGINIA", made by Dominion Development Resources, LLC,
dated August 1, 2006, last revised December 5, 2006, and duly recorded in the
Clerk's Office of the Circuit Court of County of Fluvanna, Virginia, Plat Book 2
at Page 272 through 278.

It being a portion of the same property conveyed to Bank of Hampton Roads, the
Grantor herein, by Deed from Stuart A. Simon, Substitute Trustee, by his Deed
dated July 21, 2010, and duly recorded in the Clerks' Office aforesaid in Deed
Book 822 at Page 013.

Prepared by: Pender & Coward P.C.

Insured:

Assessed Value: \$1,400,000.00 Sales Price: \$110,000.00

Map Numbers: 17-28-3, 17-28-4, 17-28-7, 17-28-8, 17-28-9, 17-28-
17-28-11, 17-28-12, 17-28-17, 17-28-18, 17-28-20,
17-28-21, 17-28-22, 17-28-23, 17-28-24,
17-28-25, 17-28-27

0855
0554

855 554

This conveyance is made subject to any covenants, conditions, restrictions, reservations and encumbrances, if any, of record, affecting subject property, and constituting constructive notice, which have not expired or otherwise become ineffective, and to matters visible upon inspection of subject property.

WITNESS the following signature and seal:

THE BANK OF HAMPTON ROADS

By: [Signature] (SEAL)
Name: V. Mark Bowles
Title: Senior Vice President

State of North Carolina,

City/County of Wake, to-wit:

The foregoing instrument was acknowledged before me this 15th day of December, 2011, by V. Mark Bowles, Senior Vice-president of THE BANK OF HAMPTON ROADS, a Virginia corporation, who has presented sufficient identification, and who acts on behalf of said Bank, with authority.

[Signature] (SEAL)
NOTARY PUBLIC REGISTRATION NO: _____

My commission expires:

June 11, 2016



INSTRUMENT #1102566
RECORDED IN THE CLERK'S OFFICE OF
FLUWANA COUNTY ON
DECEMBER 20, 2011 AT 01:04PM
\$1,400.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-602 OF THE VA. CODE
STATE: \$700.00 LOCAL: \$700.00

BOJSE E. PETERSON, CLERK
RECORDED BY: CJA

Homeowners outraged by unapproved roads

BY CHRISTINA DIMEO GUSEMAN,
CORRESPONDENT

Recent attention on the state of certain subdivision roads in Fluvanna County shines a spotlight on what some frustrated residents have known for a long time — their roads are in deep trouble and so are they.

This unsettling knowledge leads many residents of subdivisions with unapproved roads to anger at what they see as the failure of others to carry out the responsibility of making sure their roads are turned over to the Virginia Department of Transportation (VDOT).

Currently there are about 57 unapproved roads located within about 26 subdivisions in Fluvanna County.

In 2004 Kate Skovira and her husband bought a lot in Taylor Ridge Estates, a subdivision off Rt. 53 with unapproved roads, and the following year built a house. "When we purchased our lot our real estate company told us that the subdivision was supposed to be turned over to VDOT at 80 percent build-out," she said. "We trusted them. We never would have bought into it if it weren't going to be turned over."

A few years later VDOT came out and developed a "punch list" of fixes required before it would accept the development's 1.5 miles of roads into the state system, but the fixes were never completed. So the roads sat aging until 2012, when VDOT came out again and developed a new punch list. This time it was much longer — and more expensive.

Since school buses usually aren't allowed on private roads, children who live in Taylor Ridge must wait for the bus at the entrance to the subdivision on Rt. 53. "We are concerned because the kids are standing on Rt. 53 for the buses where the speed limit is 55 miles per hour," Skovira said. "It's not necessary. If the roads could be turned over [to VDOT] they could be more safely managed."

Not only that, said Skovira, but no one plows the roads when it snows. "These past three or four snow storms the only reason we got dug out was because one of the neighbors down the street did it out of the kindness of his heart," she said. "We did not get mail for days



Taylor Ridge Road two days after the Feb. 15 snowfall. Photo courtesy of Kate Skovira

because they could not get down here. We have several people with chronic conditions. It's an issue if we can't get emergency services down here because our roads aren't plowed."

The developer, Keith Smith of Acres Development, failed in his responsibility to turn the roads over to VDOT when Taylor Ridge reached 80 percent build-out, Skovira said. She referenced a letter Smith wrote to the Fluvanna postmaster in 2005 in which he stated, "I understand that we will bear the responsibility of the roads until such a time that they are conveyed over to the Virginia Department of Transportation."

Skovira also faults the county for not holding onto the entire road bond, or dollars put up by the developer and held

by the county to ensure that funding exists to improve the roads to VDOT standards, or for not demanding a road bond in the first place. Sometimes the county will release part of the bond if the developer demonstrates that it has completed a certain percentage of the work on the roads. "The county should be holding all the bond until the keys are turned over," Skovira said, reasoning that companies may more easily walk away from smaller sums of money than large ones.

Lastly, said Skovira, VDOT ought to be inspecting the roads. "These things were supposed to be fixed," she said. Referencing a recent VDOT road improvement project at the entrance to Lake Monticello on Turkeysgate Drive, she said, "VDOT spent a lot of money by the Food Lion gate building bike lanes that don't go anywhere, sidewalks that nobody uses, and we can't get our road turned over... everybody's saying, 'It's not my problem.'"

Smith told the *Fluvanna Review* that he completed everything on VDOT's punch list that was his to complete, but said that individual property owners failed to fix the items that were their responsibility, such as tearing down brick mailbox supports in the right-of-way. "We tried to convey the roads, they were all ready to convey, but individuals would not make the repairs, so they're sitting there," he said.

His company was legally finished with the development in 2007 when he sold the last lot, he said, adding that the responsibility for the roads he claimed in his 2005 letter to the postmaster ended at that point as well. "We're done, we're

out of it, we have no responsibility there," he confirmed.

"I had VDOT in 2008 to about a dozen items," he said. "Now the list is bigger. If the homeowners would have fixed everything in 2008 like it was supposed to be, the roads would have been fixed in 2008. Since they didn't fix them they've been sitting there and the roads are just getting worse. It's the responsibility of the property owners to fix them, not me."

Residents of Cunningham Meadows, a subdivision also off Rt. 53, are in a similar situation. Three years ago Brian Eberhart and his wife moved from Pennsylvania to a house in Cunningham Meadows. "I was on the Planning Commission in our county [in Pennsylvania]," he said, "and I didn't even think to question the ownership of the roadway because up there the U.S. mail could not have a mailbox on a private road."

The next year it snowed, said Eberhart, "and a neighbor said he had had to pay to plow the road because no one had taken over the roads." Suddenly Eberhart knew he had a serious problem.

"I started making some inquiries with my lawyer in regards to what was going on out here," Eberhart said. "He thinks the banks don't know anything about this roadway and wouldn't even finance anything on these roads if they knew [they hadn't been turned over to VDOT], because it lowers the property values if homeowners have to pay for the roads."

The bank took over the development after Keith Smith, Eberhart said, and

See *Homeowners*, page 12

To advertise email: sales@fluvannareview.com

J.L.K. INCORPORATED

Comfort & Value for your Home!

Servicing all brands... 24 hour emergency service

Residential Commercial

Heating, Plumbing & Air Conditioning

Ask about our preventive maintenance program

- Results in lower and less costly repairs
- Lowest energy usage... keep your system safe according to code
- Optional efficiency adds longer life to your system

For service contact J.L.K., Inc.

434-295-3121 www.jlksinc.net

NEW YORK

45,000* Great Reasons to Advertise

Target: Fluvanna, Louisa, Orange and Buckingham counties and Scottsville



- Lowest Advertising Rates in Central Virginia
- Delivered to over 3,300 Lake Monticello Homes
- Available at Over 250 Locations In 5 Counties
- All Issues Available on our Website
- Affordable Preprinted Insert Rates
- Website Banner Ads
- Non-Profit Rates
- Local and Statewide Classifieds
- Over 20,000 readers weekly in print and online

Total Monthly Circulation 45,000

*All 5 Papers Combined

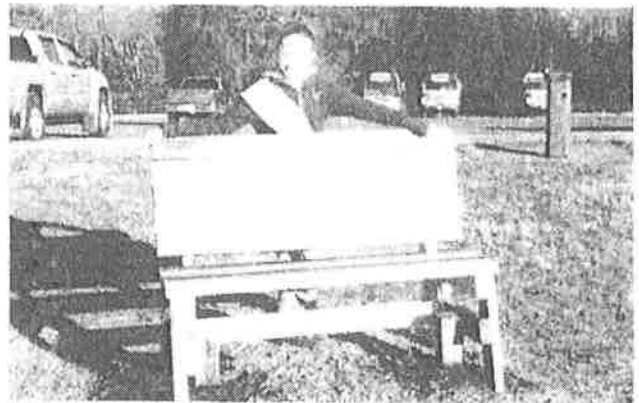
**Place an ad in ALL 5 papers
and receive 20% off**

**Place an ad in more than
1 paper and receive 10% off.**

Fluvanna Review | www.fluvannareview.com | Scottsville Monthly, Buckingham OC Magazine and Louisa Life
For advertising information, please contact: 434-326-1111 or email: sales@fluvannareview.com

Hollyn Pleasants earns Silver Award

CONTRIBUTED BY CHRYSTAN BUNCH



Carysbrook Buddy Bench. Photo courtesy of Chrystan Bunch

Hollyn Pleasants, a sixth-grade student at Fluvanna Middle School and Girl Scout Cadet from Troop 1106, recently finished the work for her Silver Award. Her project was to help put an end to loneliness and bullying in Fluvanna County by building a Buddy Bench for Carysbrook Elementary School and holding an anti-bullying poster design contest at FMS. Hollyn began her project by talking with her Girl Scout leader Chrystan Bunch about her ideas. After she had her leader's approval Hollyn met with the principals of both Carysbrook and FMS and got approval to proceed.

To make the bench, Hollyn first went to Lowe's and purchased the lumber, screws, and paint needed. She then sanded, cut, painted, and built the bench, with some help from her dad. After the bench was complete, Hollyn and her Girl Scout Troop filmed a video to explain how to use the bench to students at Carysbrook. She also spoke after school at a staff meeting to help teachers understand the rules of the bench.

When asked about her work on the Buddy Bench project, Hollyn said, "I worked very hard on this bench and I want to thank all the people who contributed to make this happen. I did this because when I went to Carysbrook, I was sometimes lonely at recess. I don't want other kids to feel that way, so I built the Buddy Bench." Hollyn learned about the bench online when a little boy invented it for similar reasons.

Hollyn says, "How you use the Buddy Bench is when you feel lonely, you sit on the bench. Then, kids will see you and ask you to play. You say yes, and then you have new buddies." Hollyn would like to thank her parents, Donald Stripling, and Bradley Stang for their support with this project. She would also like to thank E.W. Thomas, Lowe's, European Stone Concepts, and Mac's Auto Center for funding the project.

So, next time you're at Carysbrook and you're feeling lonely, sit on the Buddy Bench! You will have new friends in no time!

Homeowners from page 10

then Liberty Homes bought all the remaining lots in the development. "The county has put a restriction on Liberty," he said. "They won't give them a certificate of occupancy and no more building permits until Liberty brings the roads up to code or posts a bond for it."

There's a new empty home right next to Eberhart's house, he said, that Liberty Homes hasn't been able to sell because there is no certificate of occupancy for it. "They've had people looking at the house," he said. "It's like the real estate agents' heads are in the sand about this situation."

Smith said that he signed over declarancy for Cunningham Meadows to the bank in 2010 or 2011. "The responsibility for the roads was clearly placed upon the bank when we signed the declarancy over to them," he said.

Such conflicting claims about responsibility for the roads have clouded

the issue in uncertainty, leaving people unsure who is ultimately obligated to bring the roads up to VDOT's standards.

Though the road in Cunningham Meadows is six-tenths of a mile, the cost of improvements could be significant. "We're worried about our property values if we have to form a homeowners' association and bring our short little road up to VDOT standards," Eberhart said. He estimated that the necessary improvement to the road would cost between \$200,000 and \$250,000.

Skovha thinks that, when it comes to unapproved roads, "the citizens of Fluvanna are left holding the bag. I'm just so frustrated," she declared. "This is not okay. Our houses are going to go down in value when the roads start to erode, and that affects the county's tax base. There's no representation for us, there's no holding someone accountable to what they've said they'd do, and that is wrong."

To advertise email: sales@fluvannareview.com



2015 List of Graduates

Page 12

Fluvanna REVIEW



Fluvanna's Unapproved Roads VDOT: Not Our Job

Fluvanna's Unapproved Roads VDOT: Not Our Job

Page 14



CARRIAGE HILL RD

**Crash Kills
Zion Crossroads
Man**

Page 6

**Recovering
Ambulance
Costs**

Page 8

**Fork Union
Water Up
For Repair**

Page 10

**Johnson
Running for
School Board**

Page 16



VDOT can't help with county's unapproved roads

BY CHRISTINA DIMEO GUSEMAN, CORRESPONDENT

Sprinkled throughout Fluvanna County are subdivisions with unapproved roads that have no prospect of being taken into the state system. Without money from the state or developers, the residents of the homes lining those streets are realizing — much to their chagrin — that the burden may fall on them to bring their roads up to Virginia Department of Transportation (VDOT) standards.

VDOT does in fact have a plan in place for bringing unapproved roads into the state system. But unfortunately, said Joel DeNunzio, VDOT residency administrator, most of the subdivisions in Fluvanna don't qualify for the program.

In the past developers, who must create roads up to state standards, paid for those roads as expected till they were successfully admitted into VDOT's system. They put up bonds with the county that ensured that the work would be done — and if they defaulted on their commitment, the county had the bonds to cover the cost of the remainder of the work.

But when the economy went belly-up developers fell into bankruptcy by the dozen and many failed to finish the roads they had started. Coupled with the sour economy was the county's mishandling of some of the road bonds — either by releasing too much of the money so

that the remainder was insufficient for the needed work, or by not obtaining a bond at all.

So most of the subdivisions in question are the ones that were created fairly recently, such as Taylor Ridge and Cunningham Meadows on Rt. 53 and Needham Village on Rt. 618. Many residents of those subdivisions bought houses with the belief that the roads were going to be turned over to VDOT soon after their purchase.

In reality, however, no one is taking responsibility for those roads, which means that no one plows when it snows, school buses can't enter the subdivisions, and worst of all, the roads sit decaying while residents wonder if they'll end up footing the bill.

VDOT's rural addition policy provides a way for unapproved roads to make their way into the state system. "This policy is for roads that for some reason were not intended to be in the state system at first, or maybe were intended to be in the state system but never made it through the process," said DeNunzio.

The program sounds perfect for Fluvanna's quandary except for one key exclusion — only streets created prior to 1992 are eligible for VDOT funding. Other than the program being developed

to address older roads, DeNunzio said he doesn't know the rationale behind the date, which effectively kills the chance for most of Fluvanna's subdivisions to qualify for the program.

Roads qualifying under the rural addition policy must meet state service requirements. For example, they need to serve at least three houses plus three houses per mile, DeNunzio said. They need to be available for the public's use 24 hours a day. And they can't serve a developer's speculative interest. If the road abuts developer-owned property intended for further development or money-making, the road is not eligible.

There are three funding options for bringing qualifying roads into the state system through the rural addition policy — rural addition funds, revenue sharing funds, or local funds.

Utility companies that run through VDOT's right-of-way in Fluvanna must pay a rent of sorts, called a TeleFee, for that privilege. These funds, which right now are about \$80,000 yearly, are collected by VDOT then dispersed to Fluvanna for use in the secondary six-year plan for road improvements. But Fluvanna is allowed to take 5 percent of the TeleFee money and put it toward funding for rural additions. So the money the



Photo by Lisa Hurdle

county could set aside for bringing streets into the state system — and only streets created before 1992 — amounts to about \$4,000 per year. Currently Fluvanna's rural addition fund contains \$78,957, DeNunzio said — not much when it comes to road paving.

With revenue sharing the state matches the funds put up by the county one to one. "If the rural addition road were to qualify before 1992, the county could put up half the money and the state will

atch the other half," DeNunzio said.

The final - and most unpopular option is that the county puts up the money. Any roads that are after 1992 have to be completely locally funded," DeNunzio said.

But County Attorney Fred Payne says that the county can't pay for the unapproved roads in the newer subdivisions around Fluvanna. If the county were going to pay for a road that serves county property, that would be one thing, he said. But "there's absolutely no question at the county has no obligation to build these roads" in unapproved developer-initiated subdivisions. "I believe based on knowledge of the law that the county does not have the authority to do it under these circumstances," Payne said.

So none of the three options will work bringing Fluvanna's newer unapproved roads into the state system.

A common way of getting roads to be maintained is to build them while actively pursuing their admission into OT's system. "We basically approve a plat of the road and the construction," DeNunzio said, "the developer builds it, and then the road is inspected. OT can do the inspection or a third party can. They need to show us that everything's been done to our specs." VDOT is satisfied, the road becomes re-maintained.

Developers are supposed to bond a road with the county, or put up sufficient funds for its completion, before they start construction. "Ideally they'd have a road in the system prior to the bond being released," DeNunzio said. "The difficulty is that in many cases bonds get

partially released as road construction goes on. For many of these developments some of these bonds were released to the point that a lot of these roads have needs without enough money in the bonds to fix them up."

And as the economy faltered many developers went bankrupt before they finished their roads. "A lot of times these roads will sit for years," DeNunzio said. "A final coat of asphalt is only good for seven years before it needs to be replaced. When they first put that surface coat on the road it looked complete and their bond was reduced a good amount. But it just never got in the system. Five, six, seven years later and that road has a lot of needs - not only because of wear and tear but also because it hasn't been maintained."

And VDOT won't accept roads into the state system until they are up to state standards. "We won't take it in unless it's in a new, maintenance-free state so that we don't have to do anything for the next seven to 10 years," DeNunzio said.

Fluvanna residents living on unapproved roads, therefore, need to look to an entity other than VDOT - or the county - to bring their roads into the state system. And it's not going to be cheap.

"Until we accept a road into the state system of highways it's not our responsibility," DeNunzio said. "When VDOT approved the plat we basically guaranteed that when the road meets service requirements and it went through inspections, we would accept it. But until that time we don't have any obligation for that road."

FSPCA to use facial recognition

As of May 28, all dogs entering the Fluvanna SPCA, a no-kill shelter in Troy, will get automatically registered on Finding Rover. When a dog is registered on Finding Rover, he or she is protected with revolutionary facial recognition technology. Now, every dog at FSPCA can be searched by Finding Rover members. This 98 percent accurate, photo-matching technology is free and available for anyone to use on a smartphone or computer.

FSPCA Executive Director Jennie Shuklis said, "Finding Rover will augment the agency's mission as a no-kill shelter. Last year, FSPCA had a 94 percent live release rate, with 139 animals, or 21 percent reunited with their owners. We are always looking for new ways to keep animals safe and out of the shelter."

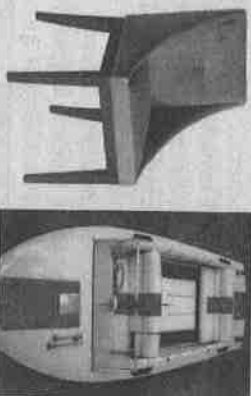
John Polimeno, CEO and founder of Finding Rover, says, "A dog is a beloved family member and if he/she goes missing it can be devastating to everyone involved. We want to do everything we can to safeguard our dogs from being lost forever. Registering a dog on Finding Rover is another step all owners should take to further protect their cherished pet."

Finding Rover features a lost and found dog notification system that sends a push notification and social feed photo alert to users within a 10 mile radius. When a user spots a lost dog, he/she can take a photo either within the app, or upload a photo from a device's photo album. When a dog

has been found and identified through Finding Rover's facial recognition software, the finder will receive information on how to notify the owner. FSPCA will be able to utilize this technology for stray dogs entering the shelter.

FSPCA is proactive at helping pet owners keep and find their animals. In addition to each adopted animal being microchipped through Home Again prior to leaving the shelter, all adopted animals will automatically be registered through Finding Rover.

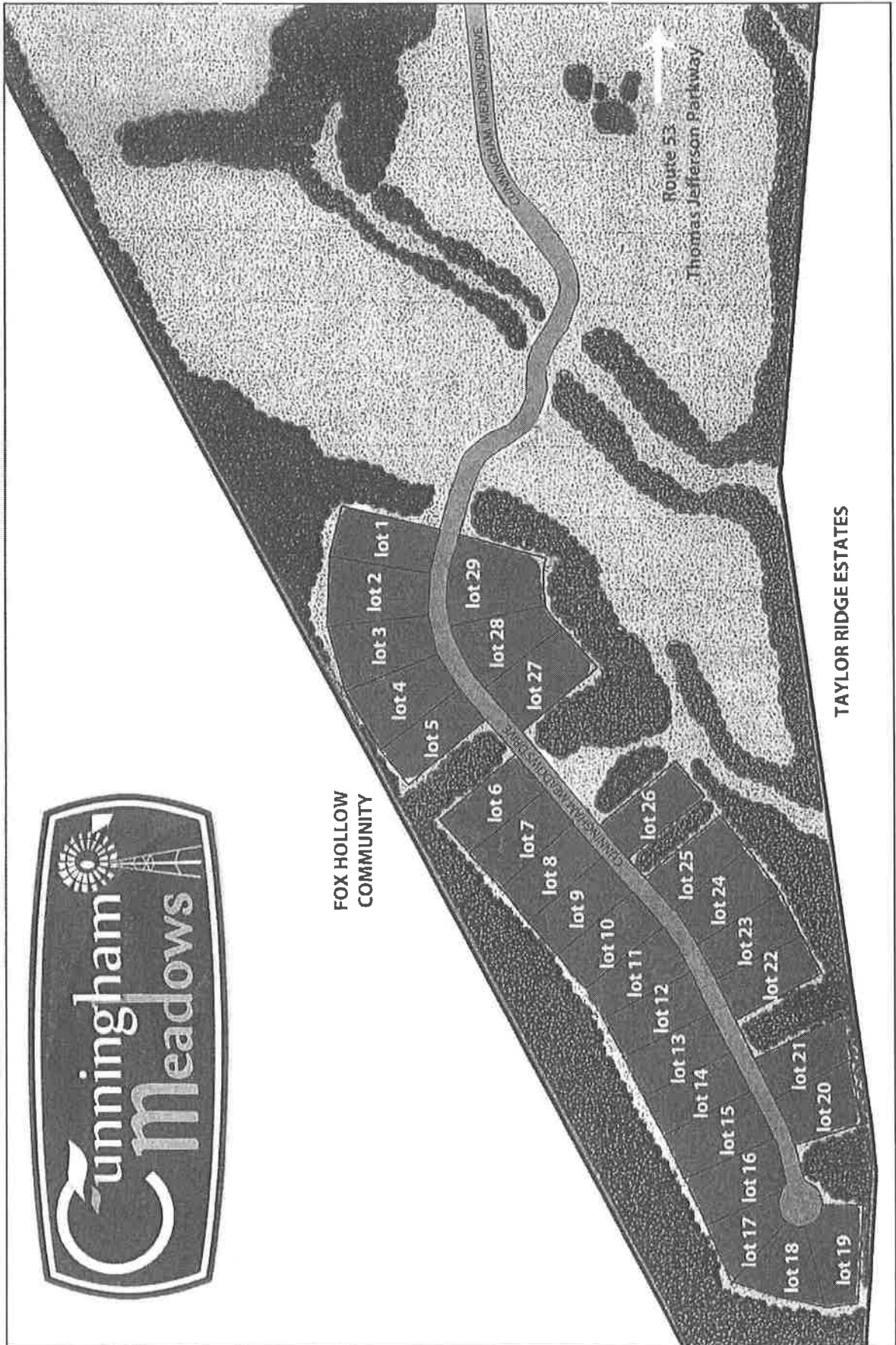
CountrySide Upholstery — Home & Marine —



Carroll Morse
434-589-4106
P.O. Box 8, Rt. 603
Kents Store, VA 23084



FOX HOLLOW
COMMUNITY



TAYLOR RIDGE ESTATES



**VIRGINIA ASSOCIATION OF REALTORS®
RESIDENTIAL CONTRACT OF PURCHASE**



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT OF PURCHASE made as of Feb 6th, 20 15, between
LIBERTY HOMES INC

(the "Seller," whether one or more), whose address is _____

and _____

(the "Purchaser," whether one or more), whose address is _____

provides: The Listing Company (who represents Seller) is RE/MAX REALTY SPECIALISTS-CHARLOTTESVILLE
and the Selling Company (who ☒ does OR ☐ does not represent Purchaser) is ROY WHEELER REALTY - ZION CROSSROADS

1. **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of PALMYRA, Virginia and described as (legal description):
LOT 24 CUNNINGHAM MEADOWS

and more commonly known as: 24 CUNNINGHAM MEADOWS DR
PALMYRA VA 22963

together with all fixtures located thereon (if present as of the date of this Contract), including, without limitation, blinds, ceiling fans, curtain rods and brackets, built-in dishwasher, door knockers, garage door openers and controls, gas fireplace logs and inserts, installed floor and wall coverings, installed mirrors, light fixtures, mailbox and post, built-in range, shades, shrubs, exterior plants and trees, shutters, smoke and heat detectors, storm windows and storm doors, switch and receptacle covers, television antenna(e), window screens and screen doors (together with the items of personal property described in paragraph 2, the "Property").

2. **PERSONAL PROPERTY:** The following items of personal property are included in this sale:
As per the attached MLS sheet.

3. **PURCHASE PRICE:** The Purchase Price of the Property is:

Two Hundred Twenty Thousand Dollars
(\$ 220,000.00), which shall be paid to Seller at settlement in cash or by cashier's or
certified check or wired funds subject to the prorations described herein and from the following sources:

- ☒ (a) **THIRD PARTY FIRST TRUST:** This sale is contingent on Purchaser's ☐ obtaining OR ☐ assuming:
☐ a conventional; ☐ FHA; ☒ VA; ☐ VHDA or ☐ other (describe) (per the attached pre
qual letter) loan secured by a first deed of trust lien on the Property in the
principal amount of \$ _____, or _____% of the Purchase Price bearing interest at a
fixed rate not exceeding _____% per year, or at an adjustable rate with an initial rate not exceeding _____% per
year and a maximum rate during the term of the loan not exceeding _____% per year, or at the market rate of
interest at the time of settlement, amortized over a term of _____ years, and requiring not more than a total of
_____ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding
\$ _____. (If this contract provides for the assumption of a loan: (i) the parties
acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be
the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller
under such loan.)

- ☐ (b) **THIRD PARTY SECOND TRUST:** This sale is also contingent on Purchaser's obtaining a loan secured by a
second deed of trust lien on the Property in the principal amount of \$ _____, or
_____% of the Purchase Price bearing interest at a rate not exceeding _____% per year, amortized as follows
_____ and requiring not
more than a total of _____ loan discount points, excluding the origination fee.

- ☐ (c) **SELLER FINANCING:** Seller agrees that \$ _____ or _____ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of _____ % per year amortized as follows _____

The note shall be secured by a deferred purchase money ☐ first, ☐ second OR ☐ (specify priority) deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part ☐ with a premium penalty of _____ % of the amount prepaid, or ☐ without premium or penalty; (iii) a lot release schedule shall be provided, if applicable, (iv) a late payment charge not exceeding five percent of the payment may be assessed by Seller for any payment more than seven (7) calendar days late; (v) the note and deed of trust shall otherwise be in form satisfactory to Seller, (vi) other terms:

Such financing shall be contingent upon review and approval of Seller of a current credit report on each Purchaser and a current personal financial state of each Purchaser, which documents must be provided to Seller within _____ business days following execution of this Contract by both parties. The deed of trust shall be recorded at Purchaser's expense at settlement. Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation whatsoever to give.

- ☐ (d) **BALANCE OF PURCHASE PRICE:** Purchaser will provide the balance of the purchase price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement.

(e) **OTHER FINANCING TERMS:**

4. **DEPOSIT:** Purchaser shall make a deposit of \$ 2,000.00 ~~\$2,200.00~~ to be held by Roy Wheeler Realty (the "Escrow Agent") in the form of: ☒ check ☐ cash OR ☐ other (the "Deposit"). Purchaser [select one]: ☐ has paid the Deposit to the Escrow Agent OR ☐ will pay the Deposit to the Escrow Agent within _____ days after this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder. The Deposit may be held in an interest bearing escrow account. The Purchaser and Seller waive any claim to any interest accrued or earned by such account and acknowledge that any interest shall be disbursed to the Escrow Agent.

The escrow account shall conform to the Virginia Real Estate Board Regulations, and the Deposit shall not be released by the Escrow Agent until one of the following occurs: (i) it is credited toward the Sales Price at Settlement; (ii) Seller and Purchaser have agreed in writing as to its disposition, (iii) a court of competent jurisdiction orders a disbursement of the funds; OR (iv) it is disposed of in any other manner authorized by the Virginia Real Estate Board.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

5. **FINANCING:**

(a) This Contract and Purchaser's obligation hereunder are contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be (the "Commitment") for the third-party financing or loan assumption required in paragraph 3. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining the Commitment. Purchaser hereby grants permission for Purchaser's lender and Selling Company to furnish Seller and Listing Company information about the status of Purchaser's loan approval process, including specific items required by Purchaser's lender or actions Purchaser must perform to obtain loan approval. Purchaser agrees, upon written request by Seller, to provide written consent satisfactory to Purchaser's lender to permit Purchaser's lender to provide such information to Seller and Listing Company.

(b) If Purchaser does not obtain the Commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on Mar 6th, 20 15 (if no date is filled in, the date shall be the same date set forth in paragraph 8), then this Contract shall terminate upon giving such notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain the Commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 5(a) above shall

nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a Commitment in compliance with the provisions of subparagraph 5(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing. As used in this paragraph 5, the term Commitment shall mean a written acknowledgment from the Purchaser's lender or lenders that (i) selling, settling on or leasing another property is not required for underwriting approval, unless Purchaser's obligations under this Contract are contingent on such sale, settlement or lease, (ii) Purchaser has made application for the financing and paid all fees associated therewith, and (iii) as of the date of the Commitment, Purchaser's credit, income and assets, and debt have been verified by lender's underwriter as adequate or as meeting underwriting requirements without further action by Purchaser as of that date. If Purchaser provides Seller evidence that it has obtained the Commitment and the lender issuing such Commitment notifies Purchaser, after the date set forth in this paragraph 5(b), that it will not provide the financing, Purchaser shall notify Seller in writing of such fact within three (3) days of Purchaser's receipt of such notice from the lender.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or Seller financing, Purchaser shall give the Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Purchaser represents to Seller that neither Purchaser's obligations under this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property, unless specified in a written contingency. Purchaser acknowledges that Seller is relying on this representation.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract, which Purchaser may cure only by providing evidence reasonably satisfactory to Seller, within three (3) days of written notice by Seller of such default, of Purchaser's ability to settle timely:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser ☒ does OR ☐ does not intend to occupy the Property as a primary residence;

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 3. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 5 should Purchaser fail to pursue, as required in this paragraph 5, the financing set forth in paragraph 3.

6. VA/FHA LOAN:

(a) It is expressly agreed that notwithstanding any other provision of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money Deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property (excluding closing costs) as not less than the Purchase Price. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation by giving Seller written notice thereof within three (3) days after receipt of notification of the appraised value. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS WILL INSURE. HUD/DEPARTMENT OF VETERAN AFFAIRS DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITON OF THE PROPERTY ARE ACCEPTABLE.

(b) If Purchaser is obtaining VA financing and elects to complete the purchase at a purchase price in excess of the appraised value as established by the Department of Veterans Affairs (the "Department"), Purchaser will disclose the source of such funds to the Department and pay the excess amount from such source. Such funds will not be borrowed funds unless approved by the Department.

(c) If Purchaser is obtaining FHA financing, the parties acknowledge that the loan amount may be approximate because financed acquisition costs cannot be determined until settlement.

7. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.

Local Attn. offices.

8. **SETTLEMENT; POSSESSION:** Settlement shall be made at _____ on or about Mar 20th, 20 15. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 13, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

9. **EXPENSES; PRORATIONS; ROLLBACK TAXES:** (a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel, oil and/or propane remaining in the tank(s) (if applicable) at the prevailing market price as of the date of settlement.

(b) Rollback taxes shall be paid as follows: to be paid by seller if applicable

10. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.

11. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

12. **WOOD INFESTATION INSPECTION AND REPORT:** Prior to settlement, Seller shall provide Purchaser a report, dated not more than 30 days prior to date of settlement, from a wood infestation control company certified and licensed by the Commonwealth of Virginia and properly insured, concerning the presence of or damage from termites or other wood-destroying insects or organisms in the primary dwelling, in any other dwelling(s) on the Property as to which a certificate of occupancy has been issued and is in effect, and in the following additional structures _____

(the "Applicable Structures"). If the inspection reveals active infestation in any of the Applicable Structures, Seller shall have such infestation treated by a company licensed by the Commonwealth of Virginia and properly insured. If the inspection reveals damage to any Applicable Structure, Seller shall have the damage repaired by a contractor licensed in the Commonwealth of Virginia; provided, however, that if the estimated aggregate cost of such treatment or repairs or both exceeds \$1,000, and Purchaser and Seller cannot agree on how the amount exceeding \$1,000, will be paid, Purchaser shall have the right either (i) to accept repairs or treatment not exceeding \$1,000, in which event Seller shall have such repairs or treatment performed at Seller's expense, (ii) to receive a credit at settlement in the amount of \$1,000, or (iii) to terminate this Contract and receive a refund of the Deposit. Although the report required in this paragraph 12 deals with wood-destroying organisms, nothing in this paragraph 12 shall be interpreted to require Seller to provide general testing for mold or other fungus beyond that routinely performed by companies licensed to perform control and protection of structures from wood infestation by termites or other wood-destroying insects.

13. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 3(a) or 3(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense and

subject to the Remediation Limit set forth in paragraph 16, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 8 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.

14. EQUIPMENT CONDITION AND INSPECTION:

(a) Purchaser agrees to accept the Property at settlement, and Seller agrees to deliver the Property to Purchaser at settlement, in its present physical condition, ordinary wear and tear excepted, but with such repairs and improvements as the parties otherwise agree.

(b) If Purchaser's obligations under this Contract are contingent on a professional home inspection of the Property, then Purchaser shall be entitled to receive the Property at settlement in such condition as determined by such inspection and any negotiation and agreements relating to it. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract or after any prior inspection of the Property provided for herein. Purchaser shall not be entitled to require Seller to correct defects discovered at a preoccupancy or presettlement inspection but existing as of the time of a prior inspection of the Property if those defects were not reported to Seller in connection with such prior inspection and Seller has not agreed to remedy such defects.

(c) If Purchaser's obligations under this Contract are not contingent on a professional home inspection of the Property, then Seller warrants that all appliances, heating and cooling equipment, plumbing and electric systems will be in working condition at the time of settlement or of Purchaser's occupancy, which occurs first. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract. Seller's obligations in this regard are limited by the Remediation Limit set forth in paragraph 16 of this Contract.

(d) Seller will provide Purchaser, Purchaser's professional inspectors and engineers, Selling Company, and representatives of Purchaser's lenders reasonable access to the Property to conduct inspections as appropriate and in compliance with this Contract. Seller will have all utilities in service at the time of all inspections to be conducted pursuant to this Contract, including those provided for in any separate provision or addendum dealing with inspections of the Property.

(e) Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Contract is executed by Seller and the time of settlement or Purchaser's occupancy, whichever occurs first. If Seller fails to deliver the Property in the condition required by this paragraph 14, or if the presettlement or preoccupancy inspection reveals material damage or changes necessitating repairs occurring after any prior inspection of the Property, and Seller refuses to make the appropriate repairs, Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit, or to waive the defects and proceed to settlement with no adjustment to the Purchase Price.

15. WELL AND SEPTIC: (a) If the Property is served by an on-site well or other natural water source, Seller agrees to provide Purchaser with a certificate dated not more than 30 days prior to settlement from the appropriate governmental authority, or from an acceptable private company, indicating that the water is free from contamination by coliform bacteria. If this Contract is contingent on Purchaser's obtaining FHA or VA financing, the certificate shall also state that the water is free from levels of lead unacceptable to FHA or VA.

(b) If the Property is served by a sewage disposal system, Seller agrees to provide Purchaser with a certificate dated not more than 30 days prior to settlement from the appropriate governmental authority, or from an acceptable private company, indicating that there is no evidence of malfunction of or needed maintenance to the sewage disposal system.

(c) If contamination of the water or septic system malfunction or needed maintenance is found, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 16, shall effect the appropriate remedies or repairs. If Seller fails to do so as soon as practicable, Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustments to the Purchase Price.

16. SELLER'S AND PURCHASER'S OPTION: In the event that the total cost of fulfilling Seller's obligations set forth in paragraphs 13, 14 (c), and 15 above exceed \$_____ in the aggregate (the "Remediation Limit"), Seller shall have the option (i) to fulfill Seller's obligations fully at Seller's expense, or (ii) to pay or credit the Remediation Limit to Purchaser and refuse to pay any excess over that amount. If Seller elects option (ii), Purchaser shall have the right to either accept the Property in its present condition (in which case the Seller shall pay or credit the Remediation Limit to Purchaser at settlement), or to terminate this Contract and receive a refund of the Deposit. If no amount is entered in the space in this

paragraph, the parties agree that the amount shall be \$1,000. The Remediation Limit is independent of any obligations agreed to by Seller in connection with an inspection of the Property pursuant to a separate addendum to this Contract, or provision other than contained in paragraphs 13, 14 (c) and 15, dealing with the right of Purchaser to conduct an inspection of the Property.


17. **HOME PURCHASER'S INSPECTION:** Purchaser may have a professional home inspection performed at Purchaser's expense by one or more qualified inspectors. ☐ (Please check and initial) ☐ **WAIVES (purchaser's initial):** _____ OR ☒ **DESIRES (purchaser's initial):** _____ a professional home inspection. If Purchaser desires an inspection contingency, see attached home inspection addendum or separate provision of this Contract.
18. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Variation by agreement: The provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. Escrow, closing, and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia.
19. **MECHANICS LIEN NOTICE:** (a) Virginia law (Section 43-1 et seq.) permits persons who have performed labor or furnished material for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.
20. **CONDOMINIUM DISCLOSURE:** The Seller represents that the Property [select one]: ☐ is OR ☐ is not a condominium resale, which is subject to the Virginia Condominium Act (Section 55-79.39 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate; (b) within 3 days after receiving the resale certificate if the resale certificate is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the resale certificate is sent to the Purchaser by United States mail. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.

21. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property [select one]: ☒ is OR ☐ is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55-508 et seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within 3 days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after receiving the association disclosure packet, if the association disclosure packet or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within 6 days after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.
22. **LEAD-BASED PAINT INSPECTION:** This paragraph applies only if the Property was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto. (Check as applicable):
- (a) Attached to this Contract is a fully executed "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards," which is made a part of this Contract by the provisions of the Lead Paint Act.
- (b) The Lead Paint Act grants Purchaser the right, for a period of ten (10) days after the date this Contract is fully ratified, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards. Unless Purchaser and Seller have otherwise agreed, Purchaser's obligations under this Contract are not contingent on the results of such assessment or inspection. (Check as applicable):
- ☐ (i) Purchaser reserves the right to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards; OR
- ☐ (ii) Purchase waives the right to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.
23. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (sec19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.vsp.state.va.us/.
24. **NOTICE OF DISCLOSURE PURSUANT TO VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT:** Disclosure ☒ is OR ☐ is not attached. (Attachment does not become part of this Contract.)
25. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 10 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions contemplated herein, including, without limitation, a suit to secure the release of any earnest money deposit that the other principal to the transaction has refused to authorize, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action. Seller and Purchaser

acknowledge and agree that Listing Company and Selling Company are intended third-party beneficiaries of this Contract as to any commissions due them as a result of the transactions contemplated by this Contract.

26. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed term hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the provisions of this Contract affecting title shall be deemed merged into the deed delivered at settlement and shall not survive settlement.
27. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.
28. **BROKERS: LICENSEE STATUS:**
 (a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor or other professional service provider.
 (b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: _____
29. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.)
Seller to provide a current physical survey, perk and septic data and C&R's within 7 days of contract ratification.

30. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall constitute an offer to enter into a bilateral contract, and the offer shall remain in effect unless earlier withdrawn, until 5pm (local time in Virginia), on Feb 9th, 2015 (date). If not accepted by such time, this offer shall be null and void.
31. **ELECTRONIC SIGNATURES.**  / If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

SELLER:

DATE _____ / _____
SELLER
LIBERTY HOMES INC

DATE _____ / _____
SELLER

PURCHASER:

DATE _____ / _____
PURCHASER
[Redacted Signature] 2015 1:28:50 PM

DATE _____ / _____
PURCHASER

Receipt of deposit per paragraph 4, above is hereby acknowledged.
[Redacted Signature] KEITH SMITH
2/6/2015 1:19:31 PM

For information purposes only:

Listing Company's Name and Address

Selling Company's Name and Address:

RE/MAX REALTY SPECIALISTS-CHARLOTTESVILLE
355 WEST RIO RD
CHARLOTTESVILLE VA 22901
Office Phone: 434-974-1500 Fax: _____
MLS Broker Code: _____ Office ID No. 426
Agent Name: G. R. FALLS
Agent ID No.: FALLS6242
Agent E-mail address: grfalls@remax.net

ROY WHEELER REALTY - ZION CROSSROADS
5574 RICHMOND RD
TROY VA 22974
Office Phone: 434 5892611 Fax: 434 5892679
MLS Broker Code: _____ Office ID No. K1307
Agent Name: KEITH SMITH
Agent ID No.: SMITH9295
Agent E-mail address: keithsmith011163@gmail.com

This Contract has been executed by Purchaser and Seller as of _____, 20_____.

Listing Firm _____

Selling Firm _____

COPYRIGHT©2014 by the VIRGINIA ASSOCIATION OF REALTORS®. All rights reserved. This form may be used only by members in good standing with the VIRGINIA ASSOCIATION OF REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "VIRGINIA ASSOCIATION OF REALTORS®," in connection with any other form, is prohibited without prior written consent from the VIRGINIA ASSOCIATION OF REALTORS®



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

June 15, 2015

Neil S. Talegaonkar, Thompson-McMullan
100 Shockoe Slip
Richmond, VA 23219-4140

**Re: Request for Appeal of Subdivision Agent's Decision to Deny Final Inspection
and Certificate of Occupancy for Structure on Lot 24 At Cunningham Meadows**

Dear Mr. Talegaonkar:

In response to your client's request for an appeal of the subdivision agent's decision in regards to Cunningham Meadows Lot 24, please be advised that the Board of Supervisors will hear the appeal at the July 15, 2015 regular meeting which begins at 7pm in the Fluvanna County Circuit Courtroom. Also, please be advised that the Board of Supervisors has a policy that any materials relevant to a matter brought before them be submitted to the County at least a week before the meeting. Please submit any correspondence or supporting documents regarding the nature of the appeal request by Wednesday July 8, 2015.

If you have any questions, do not hesitate to contact me at 434-591-1910 or jstewart@fluvannacounty.org.

Sincerely,

Jason M. Stewart, AICP
Planning and Zoning Administrator

Cc: Steve Nichols, County Administrator
Frederick Payne, County Attorney
Darius Lester, Building Official

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 7/15/15

AGENDA TITLE:	Fluvanna County Parks Dog's on a Leash Policy				
MOTION(s):	I move the Board of Supervisors approve the updated Dog Leash Policy for all Fluvanna County Parks to state the following: 1) Dogs must remain on leash at all times while in county parks, except in designated off-leash areas at prescribed times.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Jason Smith, Parks and Recreation Director				
PRESENTER(S):	Jason Smith				
RECOMMENDATION:	Approve				
TIMING:	Immediately				
DISCUSSION:	There have been multiple incidents involving dog's off leash running and jumping in to park visitors while hiking on trails and open space throughout the park. To help prevent additional future injuries and to make visits to our parks more enjoyable, we would like to update our current dogs on a leash policy for all county parks.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Current Dog Leash Policy, Community Meeting and Survey notes.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Fluvanna County Dogs Off Leash Community Meetings

Fluvanna County Admin Facility; Morris Room

April 23, 2015

Attendance: 14 which included 2 staff

1. *Public Comment:* Dogs off leash have never been an issue, why is this coming up now?

Staff Response: With the opening up of the museum and county staff at the park full time, we've been receiving more feedback from folks visiting as well as seeing first hand some roaming pets around the park without owners anywhere nearby. It's becoming more of a concern now with the warmer weather and dogs off leash around the museum and other high traffic areas. The county has the obligation to provide the best possible experience for all concerned while visiting the park and having these community discussions will help us all understand our role in working together on improving our policies and procedures for all to understand and enforce.

2. *Public Comment:* We should focus on the geography at the park and what space is available.

Staff Response: Great point. Some dog owners enjoy open space without fence lines, some enjoy the trails both off and on leash, and some enjoy having their own space to exercise with their pet like the dog park and other enclosed areas. We should be focusing on these open space opportunities for all users that will include proper signage so everyone is on the same page. If information is clear and concise, everyone should have no problem understanding our policies on their own. We do have a unique situation in that we do have so much open space that we could utilize for dogs off leash or "dog run" areas and need to discuss these options with all concerned to see that we take advantage of this.

3. Can there be parking in certain areas of the park where dogs off leash owners can get to?

Staff Response: Once we have a defined area and space, we should be able to look into leveling and graveling certain areas that we'll have folks park in. This would be important to have designated parking areas in front of trail heads to for easier access and marketing opportunities utilizing informational kiosks.

4. *Public Comment:* Will we be able to take our dogs on Trails?

Staff Response: We have kept the same “Dogs must be leashed while on trails” wording in the newer trial map for Pleasant Grove Park. However, with some newer trails out front in the open areas of our meadow management areas, we have an opportunity to implement dogs off leash here, as well as possibly other areas of the park depending on open space and site lines. We’ve had some feedback from other trail users that there have been instances where hikers have been surprised by dogs running off leash and come to find the owner hiking directly behind them that “popped around the corner.” Some other comments were expressed to keep some trails open for dogs off leash “because when I’m out there, we rarely ever see anyone else or other dog owners walking their pet.”

5. *Public Comment:* How will this affect the Sunday Sandy Beach Dog Group? “We love it!”

Staff Response: “We love it!” This group typically knows who’s coming out and will “hang out” until the swimmers and family crowd begins to arrive. Once the sun hits the beach, it begins to get too warm for the pets and owners so they clear out. By this time, other groups, e.g. families with young children, are heading out to spend time at the beach area. Community members also mentioned it would be nice to have more days like this and expressed that signage should be placed up that would go along with “dogs off leash” at certain times of the week for all to see. Then if someone who is not comfortable around dogs, they can make the decision not to attend this particular area. More discussion was had surrounding the concept of utilizing the beach along with the open fields from the dog park down the hill to the picnic shelters. One comment was made regarding folks having picnics will not like random dogs running around their party if they had a shelter reserved for their event or party. Staff mentioned the point of pets needing to be leashed then and/or at the least the owner be in a position to have total control of their pet when in a populated area like this.

6. *Public Comment:* Dog Park is small and we’ve grown out of this area.

Staff Response: We have a unique situation in the fact we have so many dog park visitors as well as dog owners who utilize the open space at the other entrance of the park. We do have open space that can be used and folks take advantage of every bit of it at the park. Staff mentioned the maintenance of the dog park and schedule due to concerns and comments surrounding how muddy it gets in late fall and over the winter. The County over seeds twice a year during the growing season or as needed to keep up

with the dog park traffic and it appears that we may be growing out of this small enclosed space. Someone mentioned rather than have this small enclosed space to have a few more acres of enclosed space for the users that normally come out to take advantage of the park. Staff mentioned the possibility of another enclosed space on the west end of the park near the ball fields. More discussion began regarding how certain groups of dog owners preferred open areas more than enclosed areas.

7. *Public Comment:* Abner and I love the open field next to route 53 and adjacent to the main entrance of the park?

Staff Response: Some members stated they too utilize this area and a few others including staff mentioned the proximity to a major road and concerns of “dogs making a run for it.” Although this area is open and mostly accessible when special events are taking place, it may not be the best suitable area to have dogs off leash and running with so much traffic around, but none the less, an open area for dogs off leash as well as owners to enjoy.

8. *Public Comment:* Current policy is outdated and needs updating.

Staff Response: The County is hosting several community meetings to gather more feedback and information to use towards implementing a final plan to present to the BOS in June. Our goal is to provide a safe and great experience for everyone visiting the park and these discussions will help build a dogs off leash policy and concepts that are fair and consistent for all concerned. Our intent is to construct a policy that is easy to read and understand without confusion.

9. *Public Comment:* Map we had to look over, is this accurate as far as no dogs allowed in certain areas?

Staff Response: Staff and task force team members recommended no dogs permitted on all sports playing fields, around the Pleasant Grove House Museum, and Horse trailer parking areas at the park. Everyone agreed to use this map as an example of where dogs would not be permitted and recommendations were made and agreed to on having these areas connected rather than broken up so it wouldn't be too difficult to read and understand. Discussion was also held regarding use of certain trails and how it was not only beneficial for pets, but owners as well regarding exercise.

10. *Public Comment:* Who is the Animal Control Officer? What would happen to folks if they had their dog off leash in a leash only area?

Staff Response: Paul Sheridan is our ACO and also would be our contact regarding issues at the park involving pets. If anyone was not following one of our park policies, then they would be warned, asked to leave, or possibly escorted off park property depending on the situation. There is no leash law or ordinance regarding dogs off leash only a park policy that needs updating.

11. *Public Comment:* Why doesn't the county have a program for dog owners where they could provide a dog a specific colored bandana, e.g. yellow means they've been tested by someone from the county to say they're safe to walk without a leash. With enough marketing, folks at the park would know that when they see this yellow bandana on the dog, then they would feel safe.

Staff Response: It is a great idea, however, without having the staff in place to manage this along with proper training for all staff who would assist for consistency, I would not recommend this until we have the necessary resources in place to effectively manage this idea. I think it's something we can consider moving forward with the appropriate resources.

Fluvanna County Dogs Off Leash Community Meetings

Pleasant Grove Dog Park

April 26, 2015

Attendance: 11 which included 1 staff

1. *Public Comment:* Why don't we promote Pleasant Grove Park as a dog friendly park?

Staff Response: This is a great idea and within the current process of community meetings along with the assistance of our dogs off leash task force, we'll be able to implement this piece to begin promoting the park as more of a "pet friendly" area. Part of this process will be to designate certain areas as dogs off leash or pet friendly and we'll utilize this information to also post additional accurate signage for everyone to see and abide by.

2. *Public Comment:* It would be nice to continue to allow dogs off leash on trails. However the Trail signs are hard to read and need to be updated.

Staff Response: If there is a way for us to allow dogs off leash on trails, then we need to be able to clearly define these trails so that folks have the option to stay off if they feel unsafe. This could be difficult however, with having such a diverse trail system at the park.

3. *Public Comment:* Can the park be split up into 2 sections where dogs are permitted off-leash vs on-leash?

Staff Response: This is a possibility, however, we would not be able to patrol these areas to enforce this policy and it could get too confusing if we have pieces of the park off-leash vs on-leash without having clear barriers for everyone to follow. It makes more sense right now to have one or the other, e.g. dogs on-leash at all times while on trails or owners must be within visual sight and voice control at all times.

4. *Public Comment:* The Dog Park is small and some owners look for enclosed areas while others do not. We need other open spaces to run our dogs in.

Staff Response: This is good to hear and exactly why we're having these discussions. Another option may be to have a "dog run" area that would be fenced in where dogs can run free without other barriers like fencing, hikers, horses, bikers, etc. This could

potentially be located at the Western end of the park in an open field that's not in our master plan of future use.

5. *Public Comment:* I ride a horse and bring my dog along with me. He loves it! I try to connect with anyone else who's about to ride the trails at the horse parking area before heading off to make sure they're comfortable with my dog when we meet them on the trails.

Staff Response: Our concern with this is what will happen when you come across someone on the trail that you were not able to reach at the parking area. If they have a horse that is not familiar with other animals and could easily get spooked, then we may have a serious safety issue to address. Animals are unpredictable and we need establish a policy that's clear to all concerned to be able to provide a safe and fun environment for anyone to enjoy their time at the park.

6. *Public Comment:* The parks trail signs are too small.

Staff Response: We are in the process of implementing new signage once our trail map has been completed this summer. When this happens, our intent is to have each trail color labeled for all to see and read clearly. Another option we've thrown out is to have a QR code at each trail marker so that folks, even with a trail map, can use their smart phone to scan and see exactly where they are in the park. This would also come in handy for emergencies if they come up on the trails and staff needed to locate them.

7. *Public Comment:* Dog owners should be responsible for controlling their pet.

Staff Response: This is going to be needed to make sure everyone enjoys their time while visiting the park. Our intention from these discussions is to be able to finalize a new policy to then install new signage with easy to read and clear park rules and expectations at the park.

Fluvanna County Dogs Off Leash Community Meetings

Lake Monticello Fire and Rescue; Maple Room

April 28, 2015

Attendance: 10 which included 1 staff

1. *Public Comment:* We use the open space/field at the corner of 53 and the main park entrance.

Staff Response: This is a great area to utilize and an immediate concern without it being fenced in would be its location next to route 53. We've heard stories of folks even losing control of their pets at the dog park and running down the hill to 53, so we would need to address fencing along 53 if this would make a good place for having dogs run open.

2. *Public Comment:* "No dogs" are permitted in Lake Monticello open areas.

Staff Response: That's unfortunate. Maybe with these discussions taking place, folks at the lake will see there could be a need to also have dog friendly areas.

3. *Public Comment:* Please leave the trails open for dogs off leash.

Staff Response: This could be difficult to manage, however a "Leash in hand" statement may need to be implemented at the park for any off leash areas that are not open spaces, e.g. trails, not including the fenced in dog park. With the vast trail system we have at the park, pet owners will need to be within eye contact and visual commands to insure the safety and security of other users.

4. *Public Comment:* Pleasant Grove is not just a place for dogs, but for owners as well and they enjoy having a place to take their pets for exercise as well as socially to interact with each other.

Staff Response: What a great point. The park has many users and it's our job as county employees to make sure everyone is provided a safe space for all types of recreation and leisure activities.

5. *Public Comment:* Is the County coordinating these community meetings based on the fact there was a person bitten at the park by a Doberman last year?

Staff Response: This is just one of the reasons we are coordinating this effort. Our intent is to provide community members and other guests the best experience possible when visiting the park and with our current dogs off leash policy being outdated, it's obvious we need to update this as well as other communications with members. Also, these discussions have been a great way to meet more users of the park and gather more feedback about what we're doing right and how we can keep improving services. In regards to the dog attacking a hiker and other possible incidents like this, these are the last thing we want folks to remember when visiting our parks and community. Our goal is to make sure on arrival to the park, policies are stated clearly and/or are provided so that these cases can be prevented. We need to do everything possible to ensure every member enjoys their time in whatever their passion is while visiting.

6. *Public Comment:* Would it be a good idea to have a class where horseback riders, mountain bikers, dog owners, hikers, and other users of the park meet up and work with each other to have their pet, kids and themselves introduced to one another so that they could get used to who they would meet at the park?

Staff Response: This is another great idea and something that possibly for many of our folks could take advantage of. This could be beneficial in speaking to other users to share thoughts and ideas as well as gather socially. We'll be looking into these types of get-together's to see how we can get a quarterly or biannual summit like this going.

7. *Public Comment:* The County has done a great job at providing bags for "dog poop" and I have been seeing more and more used bags hanging from limbs along trails or just lying on the ground. Is there any way to patrol this so folks know we have trash bins for a reason?

Staff Response: We typically purchase 8,000 to 10,000 doggy bags annually. Besides our staff that mow and maintain the park, the only other mechanism to patrol this would be to rely on our park users to tell us what's going on. With Pleasant Grove Park at 800 acres, this can make it almost impossible to see and catch everything that goes on. We have a number of community park users who will call in to let us know a tree is down on certain trails, "a bear was spotted near the river," etc. and we're able to address, in most cases, these issues immediately. We do not have a full time park ranger or trail manager that would patrol our parks daily, therefore we have to rely on the many community members using the park to let us know what's going on sometimes.

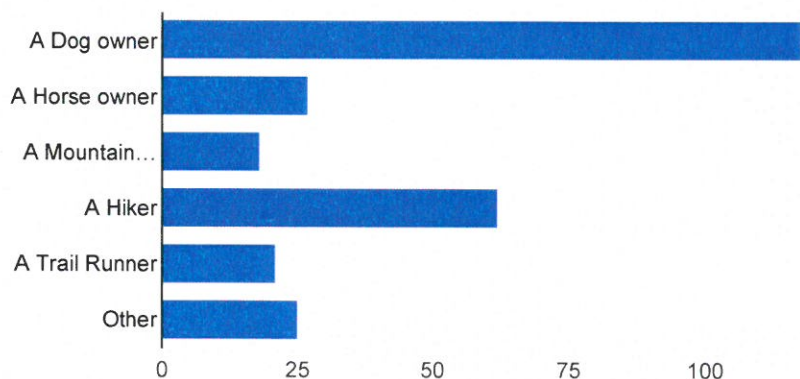
[Edit this form](#)

144 responses

[View all responses](#)

Summary

Are you...?



A Dog owner	118	81.9%
A Horse owner	27	18.8%
A Mountain Biker	18	12.5%
A Hiker	62	43.1%
A Trail Runner	21	14.6%
Other	25	17.4%

Dog Park [Please indicate how frequently you use each dog friendly area at the park.]



A few times a week	26	18.1%
Once a week	40	27.8%
I never use this dog off-leash area	78	54.2%

Pleasant Grove Trails [Please indicate how frequently you use each dog friendly area at the park.]



A few times a week	53	36.8%
Once a week	64	44.4%
I never use this dog off-leash area	27	18.8%

Pleasant Grove Open Fields [Please indicate how frequently you use each dog friendly area at the park.]



A few times a week	52	36.1%
Once a week	46	31.9%
I never use this dog off-leash area	46	31.9%

What do you like about the existing dog park?

I like the separate areas so if you have a puppy or timid dog you can close the gate to keep the other dogs away. I think the fenced in dog park is the only area that dogs should be off leash.

Fenced in area for dogs to run off leash

Nothing

I like that there is an enclosed area where the dogs can run and play in a more controlled environment.

A chance for my dog to run in an enclosed area.

It's well maintained, and clean.

Gives certain dog owners an option that favor.

Its OK, just not big enough.

It nice to say we have a dog park. Most dogs don't like to play with strange dogs, but it is nice for some dog owners to enjoy other dog owners' company.

I've been to most of the dog parks in the county, and this one is my favorite. Good fenced area for the dogs. There is plenty of shade in all sections, tables. I sometimes take my small dogs and they do just fine. It's rare to see poop that hasn't been picked up. The lawn is well kept with mostly even terrain.

I enjoy having a place to share with my dog so we can both get some exercise. I do not use the enclosed play area with my dog as my dog (a rescue pet) does not do well with most other dogs.

Its fenced in

I like the size and location; i like that there is running water, places to sit and the ability to close off half of the field so you can separate dog sizes or temperaments, if needed

I do not like the existing dog park

It's a good place to give dogs some exercise

Our dogs ability to run freely and that you have water available. I always have our own poo bags, but I'm glad you have a station with that as well.

fenced area with two zones

Great to have a designated off leash place for SOME

Nice to have a FENCED area where dogs can play while keeping other citizens safe.

I like that my dog can socialize with other dogs. I also like talking to the other dog owners.

Nothing

Nothing.

I thought it was beautiful

Nothing! My dogs need a lot of exercise off leash, so I walk them on the trails where they can run, enjoy the stimulation of new smells and get some real exercise.

N/A

Good for off-leash exercise for active dogs

I like that it offers dogs a place to run around and socialize.

Happy people have the option who want it

I don't bring my dogs, but I think it is a great thing for the county to have.

Never use it.

The large fenced in area.

nothing.

Don't use it.

I do not use the dog park for my dogs since we own acreage for ours to run. I like that it provides an area for others to let their dogs run.

The ability to hike my dogs off leash down to the river.

It is a contained area for dogs to play.

The dog park is a clearly marked place for people to let their dogs run off leash. This is uncomplicated and clear to everyone where the dogs are.

I think it's great. People should use it more to let their dogs run. As a runner I have had several occasions at PG the dogs are not leashed and have been jumped on and nipped while running. Very frustrating. I like to enjoy the outdoors and should not have to have this be a concern when there is a leash sign posted. Not to mention cleaning the poop off my shoes or my grandchildren after having them at the PG.

Freedom and options for different areas and diverse kinds of socializing and exercise with my dog

Place for my dog to get exercise, play with other dogs

It's a nice large enclosed area where my dogs can safely socialize and exercise.

First of all, my dog and I visit PG daily year-round unless the roads are hazardous. We spend 1-2 hours on the trails and in the creeks. I particularly love the trails and creek behind the equipment sheds, as does my dog. I understand that unleashed dogs can be problematic, such as chasing cars, chasing runners, and being aggressive toward other dogs. I would value having that designated area beyond the sheds. I have observed that every other dog owner, as our group does, now carries a leash just in case. I can't imagine losing the freedom that both my dog and I enjoy at this time.

It's a place where people can take their dogs to if they have no land where they can let their dogs run.

I was excited about the dog park until my dogs came home with fleas. I thought it was a coincidence, but after many visits we continued to come home with fleas. We no longer go to the Dog Park.

It confines the dogs and is obviously away from school groups.

Yes but it's small. Need to have one of the empty fields used for more dog to run and enjoy.

Double gate, water and bowls available, trash cans for dog waste, smaller and larger yards can be separated or left open.

Nothing. No water, and grass is not maintained.

I do not use it

I only use the dog park occasionally. When I do I enjoy the company of other dog owners and I like for my dog to get to socialize and play with other dogs. I have not had a problem with other dogs. I also very occasionally go to the Beach with my dog on Sunday mornings. He does not swim, but he likes to be with other dogs. I really love this activity as it builds

community. I sometimes hike without my dog on the trails behind PG. I have also taken my dog on trails when I hike, but he is never off-leash on trails around Pleasant Grove.

A nice place for humans and their dogs to meet and greet. Dogs can learn good canine citizenship and their owners can learn from other dog owners.

Very supportive and active community! The ability to segregate dogs, if needed, is very helpful!

Water readily available, most owners are friendly and control their pets.

Good fencing and it does have water accessible.

I like it has two areas for large and small dogs. Water is provided and waste bags and a few trees for shade.

I don't use the dog park so I do not have an opinion on the current state.

No leashes, dogs get to run

The fenced in areas.

nothing - it is too small - muddy, no facilities. has nothing to recommend it.

n/a

Beautiful scenery and close to nature

-Availability of water -Chance for my dog to socialize with other dogs

It's shady and there's seating for people while the dogs have fun!

It is well fenced and has water nearby.

I do not think it is a good idea

na

Availability. Usually friendly handlers.

That you have one! I like that there's water and poop bags.

Shaded area. Access to water.

nothing

The dogs can't be a nuisance to park users.

Although I am just a walker, I am an animal lover and like to see dogs run and play in a safe environment. Safe for them and safe for me.

It is able to be split into two areas. When dogs want to play rough you can close that area off and play ball in the other area.

I am glad that there is an area of the park that dog owners can use to exercise and socialize their dogs.

When my dog was a pup we used the park quite often but now only now and then. We enjoy the trails more because we both get exercise. I liked the social aspect of the park most. Both dogs and people got to socialize.

I like that my dogs can "be dogs" and run free, play in the creeks, and "hunt" off the trails.
It's great exercise for all of us.

it's nice and shaded

that is is seperate from where I bring my children to run around

the existing dog park gives dog owners the opportunity to let their dogs safely run of leash without bothering other people who exercise and/ or walk dogs on leash at Pleasant Grove. The park also gives opportunity to dog owners to meet with other like minded individuals. The community of users is outstanding. I like that the park is there and is always open. It's great that there's a water supply.

Sandy beach, the shelters in grills

This is really a great spot but I don't use it very much. We have plenty of land to let our dogs run.

Having a place where dogs can safely run off leash.

Talking with other dog owners. The ability to close off part of the dog park.

The only option about use does not cover my use of the park. I "dog sit" on occasion, and I have been delighted that I had a place to exercise my charges--safely, and within my control.

I love that the trail leads to the river (our dog loves the water) and I love the fenced in area for meeting other dog owners & their dogs. Love the picnic area.

A wonderful place to take my dog off leash for her activities. She loves to run and catch the ball and just loves the freedom at the park.

It is a safe place for my dog to run around. We don't have much of a yard @ home.

Socialization for dogs--and owners.

opportunity for dogs to be exercised and play.

Water and outhouse are available. Fenced area is available.

Never used it

I don't use the dog park.

It's great! It has shaded and unshaded areas, running water and great people. I like that my dog can be off-leash in some areas.

It is fenced in.

No comment... I do not use this area.

Don't use

Always available

do not use

I like that it is fairly large and that there are amenities for the dogs like water buckets and the benches for people to sit. I like the fact there is a double gate, since some dogs are pretty smart and could otherwise escape.

N/A - don't use

Separate areas that can become one. The water area has made it easier to come and sometimes clean dirty feet before leaving. I like the long open hill so I can really wear my retriever out chasing the ball.

My dogs can run free and play without restraint. It is also well designed and a safe and secure area.

I've never had a dog that I could take to the dog park until now. Our previous pet was too antisocial so we didn't take her. I do plan to bring my new pup there now that she's been fully vaccinated and I look forward to the off leash area.

Do like the size of the space for my 2 dogs.

A superb facility especially for smaller or younger dogs, but also great for socialization of mature larger breeds. It's (dog owner) self policing policy greatly reduces the possibility of dog-on-dog problems, and its also a great opportunity for dog owner socialization.

Plenty of parking

it's close by.

The gate that can separate the park into 2 sides.

Great location

Very nice place needs to be bigger pls look into get ting one of the open fields to be available in that area for running ones dog free. All dog owner and local folks need to be sure there dogs are well behaved and trained to get along with others. That means by law dog need to be under control with other dogs, kids and service dogs. DO NOT assume anything with animals.

Contained area. Safe for dogs.

Safe, open space for pets. It's a great facility. Has water, space, gates and waste disposal.

We don't use it

Love the interactions dogs get to have. As well as great place to run. The poop bags r a plus.

I got my dog when he was a puppy and having the fenced in dog area allowed him to be socialized in a safe environment.

I dont

Never used it.

Designated areas for dogs

We are fortunate to have a nice fenced area where dogs can run and play off leash. The benches for the people are a most welcome amenity.

Convenient access from Lake Monticello

Location

I like that there is an area for dogs to play within a fenced-in area. I also enjoy the trails around there.

Location, water and shade trees

IT IS A NICE DOG PARK TO GO TOO

It provides an area for dogs to run around together.

I think it is well kept and it is a good trail head to the other parts of the Pleasant Grove parks.

Contained

Nothing - it's a joke - dogs need to run in acres worth of open country rather than square feet of open country. The existing dog park is nothing but a place for ignorant dog owners who have no idea of what a dog needs and deserves on a daily basis to congregate and complain about how demanding their dogs always seem to be of course they are - dogs need exercise - lots of it regardless of size - it's an inescapable fact. It clears their conscience but does nothing for the dogs - no stimulation, no exercise, and how desperately dull to have to return to that place every day ... they may just as well be in their own fenced yard.

It is well-maintained, and in a great location

Socialization of dogs.

It has two separate spaces, it has water available, it's very easy to access. There are bags available there, which is nice.

It is a place for dogs to go that is defined and confined. Others who use it know what to expect and anyone who goes there should not be surprised to encounter a dog.

It keeps the dogs fenced in

Great place to bring dogs for exercise and socialization

It's great to have an area for dogs to be off leash and socialize

Good trail head

What do you dislike about the existing dog park?

Can't think of anything....maybe need more shade by the fenced in area.

Irresponsible dog owners

While it's a nice area, I wish it could be bigger.

Not all dogs can coexist in this environment. My dog is older and shy. Is happier off leash with no other dogs in close proximity.

Needs lighting for winter time when it gets dark early. The area is not mowed nearly enough and the trash cans are often overflowing, unsightly and attract wild animals. The fenced area becomes often too muddy to use and could be easily remedied with CONSISTENT use of straw.

Irresponsible owners who walk around outside the gates area with their dogs off leash.
Dogs are walked off leash in the fields and on the trail to the river. Even to the car from the dog park dogs should be leashed. Also, I don't want my dog drinking stagnant water that's left there.

Not enough benches.

After it rains, it gets pretty muddy, so more straw after it rains would be great. Also, some high traffic resistant grass or other ground cover would help. Some people are distracted when entering the park, so sometimes a gate is left open - self closing gates would help make this a bit more secure.

My dog needs 5-10 miles of exercise, hard to do that in the area.

It's quite small.

Some dog owners fail to sufficiently manage their aggressive dogs

I don't go in there, because I use the trails to let my dogs and me exercise.

Too small. Increase its size, but keep it FENCED.

I don't take my dog to the park for fear of aggressive dogs and diseases.

too small of an area - good for smaller dogs, but bigger dogs need more space to run around - also gets a bit crowded if more than 3-4 dogs in the enclosed area at a time.

It is too small and frequently a mud field.

Nothing

Too small and owners don't supervise their dogs. For the amount of dogs that come there it needs to be 10 times the size.

Nothing.

It is small which is not unusual. Most dog owners enjoy the freedom of off-leash areas, trails and open areas. The park is too small for frisbee throwing, there is no river for water lovers.

The ground conditions aren't the best. Also, having a dog that likes to be the boss, it's usually difficult to take her there for socializing because there are too many dogs/distractions. We tend to keep her away and stick to the hiking trails instead.

it is too small - muddy, no facilities. has nothing to recommend it.

We do not frequent the Dog Park as I am frightened of dogs which may be uncontrollable. I have heard too many 'tales' of dog fights, of docile dogs being attacked, etc.

N/A

No supervision. Some people seem to think they own the dog park. I have a smaller dog. Folks with larger, sometimes aggressive dogs, find it "cute" how their dogs dominate and will not let smaller dogs use the park. There should be very clear rules on this and a very clear process for enforcing the rules.

I like it the way it is.

Never use it.

I would like to see more areas for owners to sit. The benches are narrow, very uncomfortable, and some are leaning that you are afraid to sit on them. The entrance often gets a mud puddle as you come in. Grass is sometimes sparse. Another surface might work better. The ground is very lumpy, uneven and a huge puddle persists long after the rain is gone. An additional area for really small dogs as they really have little chance to socialize by themselves.

Don't use it.

Users who do not clean up after their dogs.

NA

My dogs find being confined with other dogs to be intimidating. I much prefer letting my dog be off leash on the trails, which I do at times of the day in which there are few other visitors. I also keep my dog under control at all time using an electronic leash, and we stand quietly off the trail when others are passing by. She does not bark at horses.

Very nice dog park but it is small. Also up need cameras perhaps to monitor and folks need to clean up at the place could be better. Nice area I volunteer to make it a dog park and proud of it. Could be bigger so we take away the issue of the trails and public dog to go free. Be careful of handicap service dog on trails and areas that can be subject to not monitor dog by owners. Liability we need to be on top of this issue.

I WILL LIKE TO SEE IT GET BIGGING

The waste disposal smells, could be cleaned daily if it isn't already. Would like to be able to let my dogs run off-leash on the trails without running into non-dog walkers.

Too small, no activities for children, no play area for training purposes

People allow their dogs to come up to children playing.

nothing, I love it

It would be nice if the dog park was larger and if the fencing was better secured to the ground (small dogs can squeeze out). Most people seem to look for a larger area to let their dogs exercise. It would be ideal if another separate run would be fenced in, so that not too many dogs are in the fenced area together at the time. If an unfenced off leash area is being considered, it would be best to locate this in the general dog park area. This would allow to keep off leash dogs separate from people who do not care for them.

My dog does not enjoy the dog park, so we don't go there: however, we have enjoyed most of the trails and fields and creeks for the last 5 years.

The dog park...no issues...it's PG!

use of ballfield for dogs pooping

Very muddy in winter. Too small. Frequently out of poop bags.

A little small, but compared to no dog park at all, huge.

Many dog owners let their dogs off the leash outside the fenced in area and this does not seem to be enforced at all

Size: It could be a little bigger. Poor drainage: Any significant precipitation causes it to be so muddy as to be practically unusable! Pet waste bags not replenished frequently enough, leading to issues when picking up pet waste.

Sometimes it is very muddy in some spots. Some people do not pick up their dog's poop. Sometimes there are no bags for picking up.

....too muddy.

Owners not watching their dogs. I stopped going because of this. We then started walking the trails.

uncomfortable seating, muddy, grass too tall, lumpy, slopes on ground(difficult to walk on). water difficult to reach. runs out of poop bags alot.

Fenced and secure

I do not have a dog so I have not been to the dog park.

Nothing. I like that the dog park is a seperate area.

The dogs

n/a

I have heard complaints that it is too small and too muddy.

Sometimes dog owners allow dogs to run free outside the fenced in area and this creates dangerous situations especially when you have young children who the dogs may run up on. You have no idea if this dog is going to attack or be friendly. Even a friendly dog can injure a young child without even meaning to.

nothing

It seems that people think that the entire area is an off leash play area for their dogs.

We come from out of town mostly to ride our horses but we would use it more if we could bring our labs who are used to horses. The problem is when dogs are off leash and not used to horses and charge the horses which has happened there to us. Again our horses are used to dogs and it was fine. We would love for the park to be open to dogs and horses alike but it always comes back to responsible dog and horses owners to know their animals and control them.

Its too small with untrained dogs allowed to run loose. Owners are not being held responsible for their dogs lack of obedience. I use to use it every day until my dog was attacked! HE had been going there since he was a puppy. I have a large dog who is not aggressive, but will defend himself when attacked. I now run with my dog at pleasant grove where he is friends with the other dogs that we encounter on the trails, who also refuse to use the limited space at the dog park.

Nothing. I am not a fan of dog parks, having lived in the UK most of my life, where dogs are allowed to run free with their owners while hiking and enjoying the countryside. This particular park is the smallest I have ever come across in North America (I have lived in several areas in the last 7 years), and is not nearly big enough for dogs to get exercise. It is more of a social gathering place for their owners.

Don't know enough about the existing dog park.

I do not use the dog park.

The current outhouse is crude. There should at least be a modern unisex restroom with real plumbing. The area is vast. It is meticulously mowed and thus boring to people and dogs and unfriendly to wildlife. There should be areas of tall grass, wildflowers, and shrubs; say, the expanse between the gravel road downhill to the highway.

It isn't terribly big, and the ground gets torn up relatively quickly so that it is either wet and muddy or dry and dusty. Sometimes the bags run out for a long period of time, and the trash isn't changed for a long period of time (although this has improved in the past six months).

It's too small. It could use a shelter (shade/out of the weather seating area) and picnic table. When the bags run out, they need to be replaced sooner. The grass sometimes goes too long without being cut.

Fenced in area should be expanded

Needs a water fountain or some access to water. Not enough shade. Too open..

Lack of grass means that it gets so muddy as to be unusable when it rains.
mud

Some people forget to pick up after the pets or are watching them. Maybe a sign with reminder to pick up and help keep things clean; after all we all benefit.

Dog owners who allow their dogs to run around in non fenced areas

Nothing as long as the dogs stay in the defined dog park area.

It gets so muddy. The trashcans in the whole park aren't emptied often enough.

Not big enough, I think there is plenty of land to fence in for a much larger area, maybe 3 acres. There should be separate areas for small, medium, and large dogs. Some agility obstacles would be fun.

No complaints.

To small. No grass.

-It is frequently too muddy -Sometimes have to remove my dog and leave due to the infrequent irresponsible owner

There are some people who do not pick up their dog's excrement.

Never used it

Dogs off-leash

Are the feces ever cleaned up to prevent insects, spread of disease and pollution of the water?

Many dog owners do not respect others. They let / encourage their aggressive dogs to bully or attack other dogs. They say dogs have to work it out together. I and friends have tried using the dog park a number of times. It is not worth putting up with these aggressive dogs. (At Pleasant Grove there needs to be a very large fenced area to protect dogs from cars and going into the wooded area. What about ticks? I cannot control inconsiderate dogs or their owners at PG or the dog park).

Don't use

No dislikes

Not a large enough space for our dogs especially when it's crowded.

do not use

It is too small and many times impossible to use because of mud.

N/A - don't use

The leash policy is a bit vague. Different dog owners interpret "high volume" differently. I think the trails should be leash required (to protect dogs and other users equally), while the large open fields can be off-leash areas. No one can inadvertently sneak up on you in an open area as opposed to the trails where you can surprise (or be surprised by) another hiker and dog around corners and in wooded areas. Most dogs do not do surprises well.

See #1

it is definitely too small for all the use it gets.

Too confining.

As above - it's a joke.

The fenced in area could be expanded at some point in the future.

Potential of danger from aggressive dogs

Nothing

I would like it to be larger.

The wolf dog owner thinks it's funny how his dog acts aggressively towards others.

i wish there was more grass, less mud. (probably wishful thinking!)

I would not use a dog park as there are entirely too many owners who are poor judges of their animals' temperments.

Small. Messy and way too many unruly dogs running around. Owners unable to control there misbehaved dogs. Too many dog getting out of the gates and running away. Just not very safe there odd balls parking drinking.

Lack of upkeep of poop bags and grass mowing. Handlers that sit on the bench and gossip however do not pick up after their dog.

It would be nice to have a street light there for the winter months when it gets dark so early and we can't walk the trails. I would use the dog park more then because I don't get home until after dark in the winter months and have no way to exercise my dog except on the weekends.

poor gated division between the two zones. My little dog can get through the gate if it is closed. We need a new gate that can keep the areas separated when that is needed such as when a bunch of little dogs want to be separated from the big dogs.

Have only peeked at it, haven't used yet but getting a pup soon and will be there a lot.

I think an enclosed fenced area for dogs is tempting fate. I do not use it because of the danger of dogs fighting because not all dogs are properly trained

Wish it was more grass than weeds. Maybe add few obsticals the dogs can play on.

We don't use it

When it rains or snows, you can't use the park for days as it is a mud pit.

Never used it.

There is nothing I dislike about the existing dog parks.

There is *nothing* I dislike about the dog park, which I discovered some six years ago when my Golden was a pup. However, larger dogs need larger areas for real exercise, and, at the dog park, in the presence of more than a few dogs, the distraction makes training and discipline a little more difficult because of the distraction. I frequently use the large meadow just inside Pleasant Grove along Rte 53 for free running, which permits the dog to determinefor himself the needed amount of exercise. He's trained to stay away from roads so as not to get hit or create a distraction to drivers. Seldom are there other dogs there, and I do have a leash and walking stick with me at all times.

Lack of grass, excess of mud. I know that not much can be done about it.

it's too small to really tire out my dog. not big enough for a large dog to play fetch

Too small

Not big enough.

I believe the dog park needs to be larger with obstacle cources.

It is rather small for the amount of dogs that visit. Sometimes there are 15 to 20 dogs. My dogs do not like to play rough and they need to run so I prefer to walk the trails.

Too small for amount of dogs. Unable to use certain times of year due to mud. Some dogs are aggressive when penned up with many dogs. Dogs are unable to run.

There is No supervision. No disinfection protocol. There should be a behavior specialist available to assist. Great for SOME social dogs, but not the majority of dogs.

There are too many irispensible dog owners to have dogs off lease. Not all dogs are off lease friendly to other dogs and humans. My dog has caught fleas at another dog park. that was the end of it for me.

Why need fenced in area with all the open space? Park is Good for dogs to socialize but would rather have that option for neighborhoods.

Grass may need to be cut more frequently as well as emptying the trash cans.

Add fenced areas and divide by dog size

I dislike the times when the dog park gets muddy and playful dogs get quite dirty.

The dogs that come up and make me uncomfortable.

Small and other dog owners do not control their animals appropriately.

It looks small.

I wish we had a little more sophisticated dog water fountains and additional shade structures. I supplied pictures of such amenities when I was on the original dog park fund raising committee.

http://www.pinellascounty.org/virtual_tours/boca_ciega_paw_playground.htm A year or so ago we were promised a better entrance sign, albeit a trickle-down.... - the one out there has deteriorated over the years. I do not like off-leash dogs charging at me and my dogs when I try to walk up the path to the dog park enclosure. This usually happens on Sunday morning. I was seriously injured, requiring 11 hour spinal fusion surgery, in an unfortunate accident where I was clipped from behind by 2 dogs play in the dog park. Every time, I walk the path to the enclosure, I fear that the unleashed dogs will cause me to fall, by their actions and upsetting my dogs. My dogs feel very insecure if they are on leash and other dogs are circulating off leash in their presence.

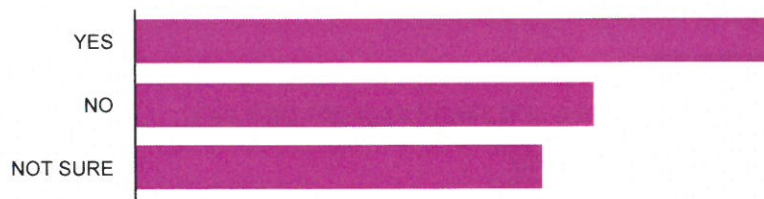
Upkeep. The grass gets worn down and has not always attended to. Sometimes it's so muddy, it's useless.

Is an appropriate response to adequately provide for the needs of both dog owners and other park users. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	83	57.6%
NO	45	31.3%
NOT SURE	16	11.1%

Will increase the number and variety of people using the park. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	61	42.4%
NO	44	30.6%
NOT SURE	39	27.1%

Will encourage me to use the park more often. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	60	41.7%
NO	72	50%
NOT SURE	12	8.3%

May stop me from using the park as it will make me feel insecure. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	52	36.1%
NO	86	59.7%
NOT SURE	6	4.2%

Will assist County staff and the animal control officer in encouraging responsible dog ownership and enforcing the local leash policy. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	74	51.4%
NO	36	25%
NOT SURE	34	23.6%

Will provide me with more options to take my dogs off-leash locally. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



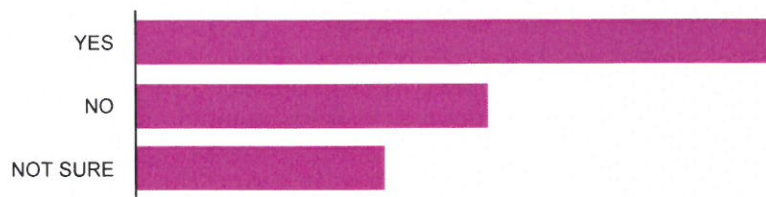
YES	74	51.4%
NO	54	37.5%
NOT SURE	16	11.1%

Will make me feel safer in the park as there will be more people using them. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	33	22.9%
NO	84	58.3%
NOT SURE	27	18.8%

Will discourage dog owners from letting their dogs off-leash in inappropriate locations. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



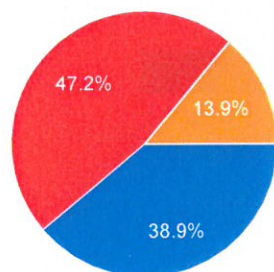
YES	74	51.4%
NO	41	28.5%
NOT SURE	29	20.1%

Will not affect me. [I think that having designated dogs off-leash areas in Pleasant Grove Park...]



YES	15	10.4%
NO	100	69.4%
NOT SURE	29	20.1%

There have been requests to designate specific hours in portions of Pleasant Grove Park including trails for dogs to run off-leash without fences. Would you support off-leash hours for dogs in non-fenced-in park areas?



YES	56	38.9%
NO	68	47.2%
NOT SURE	20	13.9%

We keep our dog on leash unless she is in a contained dog park area.



I don't think you should have specified hours. What is needed is specialized areas that are always off leash. That way, people who don't feel comfortable with dogs off leash will know to avoid those areas at all times, and there will be no confusion about who should or shouldn't be in those areas.

This is a bad idea and will lead to safety issues... there have been dog bites already

This gets too complicated and people won't be aware of when it is an off leash time vs on leash time. This will be like trying to interpret a parking sign in San Francisco.

poop all over...and i can tell u from experience most...not all..do not clean up after their pets there!

It would depend on the times: I frequently walk my dog on the trails between 4 and 7:30pm on weekdays, 7:30 -10 am weekends. If the off-leash hours occurred during these times, I would support it.

This depends on what hours are specified. However, one of the things that I like about the current trails is that you don't typically run into many people. Dog fights, etc. could increase if you have a smaller window of time for dogs to use the trails.

The simpler the rules, the easier they are to follow. We've had bad encounters with offleash dogs, so I prefer them to be on a leash at all times except for the dog park.

Too complicated

Not good idea esp when folks visit from out of town no.

Sign should say, if you dog is not friendly enough for an off leash dog to approach him/her, then please use leash area.

No guarantee I can go to the park during those hours

I also think there could be recommended hours for other activities, such as running, biking and horse back riding. All of these activities mean hikers usually have to give way on the trails. I do not think dogs or horses should run in fields.

This is not safe

I am not opposed to restrictions as long as they are fairly enforced.

I run with my dogs, I keep control of them, and I do not want to be told when I can run an when I can not run with my dogs.

Bad idea. Dogs bite other dogs, people, and horses. Mine doesn't but many do.

I think off-leash hours is more effective than designated areas.

Yes, yes, yes. Great idea for us dog owners.

hours would need to be realistic, though, and not too restrictive for those of us that do work during the day.

But only for well trained dogs - I don't want random dogs running up to me or my dogs.

Depends on the hours designated hours should be am and pm

Bad idea

I want it to stay as it is.

might be hard to enforce. not only will enforcement be in specific areas but at specific times as well. Specific areas for off leash at all times would be easier for dog owners to follow.

I like to go to the park when I want to go. An hours restriction would not benefit me in this.

Dangerous idea

This would be dangerous.

Fluvanna County does not presently have a lease law. Can P.G.Park make their own law?

Leash laws in surrounding areas include verbal control as being on leash. If you can not control your dog, it should be on leash and maybe not at the park at all. You should not allow your dog to chase people who do not know your dog is friendly. The CRAZY senior couple that swing large walking sticks at dogs and handlers for no reason shouldn't be anywhere in the park They are mentally unstable.

I am a frequent user of Pleasant Grove Park. I am hiking or running with my dog and the dog is always leashed. I would be discouraged from my frequent use of the park if dogs are permitted off leash. I have had many uncomfortable encounters with dogs of leash and their owners attitude.

This is a terrible idea. Most park users will not keep track of which hours are which and this will cause run ins between dogs and other park users. People's safety first! Dogs second. probably but don't understand 'without fences?'

I show up to run whenever I want to and I do not want to work my running schedule around dog hours.

I do not think others should be limited in their usage times in order to avoid dogs off leash. I think this might especially discourage families with kids from using the park.

I TAKE MY HORSE AND DOG ON THE HORSE TRAIL

The only designated off leash areas should be fenced in!

Only if there are also designated times for "runners, horseback riders, bikers, hikers, etc. I am not comfortable with singling out dogs only

Depends on when

This option is not fair to people who work or encounter changes to their daily routine and cannot adhere to the set hours on a particular day. We should not ration the use of Pleasant Grove for any purpose except closing hours. The park is not just for retired people or people who do not work and can meet the same hours every day.

Too confusing!

I think it would be too hard to regulate but if there were plenty of after typical work hours for the dogs, I think it would be well received. Just don't see the need to limit the hours.

There is really only one area that may benefit from hours and that would be the beach.

My problem with this is that the off-lease hours may be the times that I am interested in using the park as a non-dog owner.

seasonal temp. changes make this a difficult option

That would be too restrictive for people who work or have other commitments.

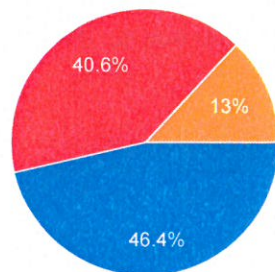
Who's enforcing it?

Unless that was the only way to have any off leash time

As long as they are required to put the dog on a leash when approaching other trail users.

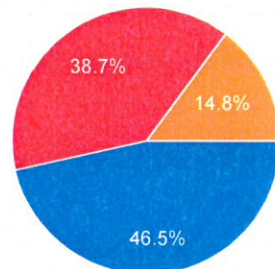
because not everyone has a set work schedule so not able to go at same time each day

Do you think that you are more likely to use designated dogs off-leash areas?



YES	64	46.4%
NO	56	40.6%
Other	18	13%

Would you use the trails if dogs were off-leash?



YES	66	46.5%
NO	55	38.7%
Other	21	14.8%

What would you improve or change about the dogs off-leash areas at the park?

dogs should be in a refined area only that they cannot approach cars or people. it is also for the safety of the pets I say this. as a runner there many of the dogs are so far away from he owners that if a runner or car approaches it's to late for them to get there dog before something happens. I am speaking from several instances that have occurred while running there. not only have I been nipped at am jumped on, stepped in poop, I have also had the dogs jump and scratch my vechicle. who is responsible for this damage?

keep trails open to off leash and the fields

More open areasu

I think there should be designated areas for dogs off lease.

Improve signage and perhaps include notations in existing park brochures regarding the restricted areas/off leash areas and policies so that more folks are aware of the policies, including those who do not have dogs or have some difficulty being around dogs.

Make them clearly labeled and state the responsibility of the owners by posting clear policies.

making certain areas that are off leash no matter of time

more dog waste stations

I would make the dog park the only area that allows dogs to be off their leash. It is called a dog park for a reason and Pleasant Grove will not be as "Pleasant" if the dogs are running around making people uncomfortable.

Bigger field or a better place just for dogs out of the way of other that do. It want dogs running around them.

Nothing

keep all dogs on leash except in fenced in areas.

Clear rules.

Enlarge the off-leash areas or provide off-leash hours in the general park and trails areas.

encourage people to clean up

unsure at this time

Maybe enlarge/improve current dog park or add location at main park area.

I like the park as it currently stands. However, I do understand the need to keep people safe.

Owners must be take responsibility. I do not walk the trails withy dog to be harassed by dogs off leash with an owner no where to be seen.

dog already have the dog park, they do not need to run around on the trails without a leash

Ban dogs off leash and enforce it more strictly.

Designate days/times for off-leash on the trails and no dogs off-leash on the trails.

For some dog owners who do not control their pets, I think there were have to be a learning curve.

a few more waste areas

needs good, clear signage

Responsible owners must maintain voice control of their dog or immediately leash them.

Aggressive dogs should not go off leash.

Need an area close to the road so that if I go alone I will feel safer if something should occur.

Only have a fenced in area for this activity.

readily available CLEAN water, waste supplies.

I LIKE TO TAKE MY DOG WITH ME ON THE HORSE TRAILS

None.

turf, mud pits, trail condition in general where problems exist

If there is a group of hikers or school kids in the park, dogs in their vicinity MUST be on leash. (Been scared too often with kids at sandy beach.)

A simple agreement for ALL dog owners who use the trails that, upon becoming aware of others on the trail (bikers, hikers, dog walkers), that dogs be put on leash and controlled. good markers for offleash.

Eliminate them unless it is just at the fenced in dog park

Get a filed area for the of flesh folks to use and that's that other areas they need a leash and follow the rules. All public have right to use the park without dog running around. Get them a nice big area to use.

Require that dogs be leashed.

Need Clear Signage

na

Without knowing what areas will be designated off-leash, I would hope you would be generous in deciding the areas.

I think having designated times is even more effective than having designated areas.

Areas/policy have not been fully defined. Difficult question to answer.

better signage and policies in place to educate visitors

Restrict dogs to hiking owners. Do not allow horse owners to bring their dogs.

Allow owners to have their dogs off leash as long as they have control of the pet.

I'd feel better if there was a fence between the park and Rt. 53

larger fenced area with division

More and bigger would be nice.

Eliminate off lease altogether

Expand the fenced in area

What areas ..?

More and bigger would be nice. Also, maybe segregate sections. Dogs over 50lbs here, under 50lbs there.

Create a second, larger dog park for unleashed dogs

Make the Dog Park much bigger.

Require that all dogs must be leashed.

Leave the trails as they are and let the dogs enjoy them as well

Specificity. Enforcement.

But i also think that irresponsible pet owners should be dealt with by animal control officers. If certain dogs are aggressive, they should be either banned or owners should be fined. But then I think the same should apply to other activities(by non-dog owners) that are inappropriate in a public park.

Require dog owners to put their dogs on leash when approaching other park users. We were just at the trail by the library with our dogs on leash and we were confronted by an aggressive dog whose owner did nothing to control it or put it on a leash (I don't think they even had a leash).

mark the areas somehow and have specific rules for dogs off leash

Restrict off leash areas to specific fenced areas like the fenced dog park.

Policy needs to be clear and simple, and signage needs to be clear and simple.

I would want to make sure there was an area I could take my dogs every day.

People allow their dogs to run loose during peak hours and in high traffic areas (ball fields and upper open fields) where they are more likely to encounter other people. I do not agree with limiting the use of the fenced ball fields that are only used few months out of the year.

Place "doggie bag" dispensers for owners to clean up after their dogs. Just like with parenting, you can't always control who owns dogs.

If there is to be an area for dogs to run off leash make it in a field where they can be seen and all know that they are there

Please, no offleash dogs on the trails.

keep dogs on leashes

Limit it to just the fenced in dog park areas.

Make the athletic fields & manor house leash-required; and the rest of the park off-leash, but with owner have leash ready.

not have it

Watch your dog.

Off leash areas, if any, should be very limited. This should not include the trails or wooded areas at all.

Dogs should not be off leash.

Leave the areas and trails that are NOT next to playing fields off-leash and post more readily visible signs stating dog owners must keep their animals under control at all times. nothing. it is fine now.

Eliminate any that are not permanent ... How can people keep track?

I would enforce the existing on-leash areas more consistently, people are always letting their dogs run wild at Pleasant Grove

personal responsibility for pets that doesnt seem to happen w/o laws

SIGNAGE!!! The entire park is so poorly marked with conflicting signs!! Make things so obvious that it leaves no room for ambiguity.

Have the Sheriff fine owners for their abuse of the park and others

I think it works fine. In 15 years my dogs and I have not had a bad experience.

trails and open areas would be needed

Keep the dogs in fenced in areas

The dogs should not be allowed to on the grounds of the house, in the ball or soccer fields.

It would be great if they were under the owners control i.e. voice control. All dogs that have bitten people should be barred from the park. Owners should carry leashes.

Better signage would be good. Adequately communicating the expectation that people might run into dogs, and by turn that dog owners need to be responsible in keeping a leash handy/cleaning up after their dogs. More trash cans available would help the dog owners clean up.

dogs only in FENCED areas..no exceptions.if

Make sure to include the Rivanna in the off leash area. Dogs love the water!

Do you have any other comments that you would like the County to consider as it develops it's Dog Off-Leash Strategy?

Please don't penalize dog owners who walk their dogs off leash, but reducing the areas they can walk without upsetting others. Designated trails for off leash walkers seems to be the most sensible way forward. That way, people who are afraid of dogs know to avoid those trails at all times. Apart from swimming at the river at specific times, I don't feel that the trails should be restricted by designated times. I think that will simply increase confusion, and encourage people not to adhere to those times.

no

My dog and I have used all the trails at PG and the Rail Trail for the past 8+ years. She loves being able to explore off-leash. However, I always have her leash in my hand and the moment we become aware of bicyclers, horses, hikers, or other dog walkers, she is immediately taken off trail and leashed. We have NEVER had any 'incident' as we are respectful of the rights of others to feel safe on our P.G. trails.

MOST parks in this country you are requested a leash period. Respect other handicap folks with service dogs and medical dogs. We are handicap we do not need to go looking for the owner of wondering dog to tell you please get you dog way for my service animal. This is Fedel law to protect ADA handicap folks with service dogs. Pls be sure to know these laws and respect handicap folks and there service dog have a right to be iPod. Trails, walking running and using public parks. Less you dog respect others..

We are an outside family but do not own any dogs. I want to be able to bring my children to the park to run around in the fields without fearing a dog might come and scare them.

I like to run my dog while I mountain bike on the trails. If a dog is off leash friendly, this should be allowed. If your dog is uncontrollable, it should not be allowed even on leash. dogs don't need to be on ballfields. Owners have to be responsible for poop pick-up. Having my well behaved do run free is so important to me & I hope you know there are many other dog owners who feel the way I do. Thanks for going about this in a fair and balanced way.

The county should consider that the safety of people and especially children should be paramount. The ability for dog owners to let their dogs run around is second to the safety considerations.

Only in fenced-in areas made for this.

Parts of this survey is confusing in its wording.

The emphasis should be on penalizing irresponsible dog-handling. Owners who cannot control their dogs should not have them off leash.

To sum it up, I believe that dogs should stay at the dog park for that is what it was intended.

Since the County allows open carry of firearms at Pleasant grove I am wondering if off leash dogs might be harmed if the dogs' behavior is deemed aggressive. Besides an off leash strategy the county should ban open care of fire arms at all county parks, ball fields etc, I have seen holstered pistols at pleasant grove soccer fields in years past. In fact the fire arm caring Dad was running around the field with his pistol flopping around his hip. Not Safe. I've also seen holstered pistols at ball fields. Many counties have this rule in place. When too armed baseball Dads get in a dispute over an umpire's call I don't want to be around that field on that day.

Think of the safety of children and elderly park users and please keep dogs leashed

N/A

I like the leash in hand proposal discussed at the meeting I attended.

Should be a control policy

An outright ban on off leash dogs outside the dog park would alienate a large portion of the park's regular users.

stop crowding the park with people - lets have some free natural areas where people and their dogs can go

I have been jumped on by dogs off leashes on the running trails and was unprepared for this. The incidences have terrified me and the owners, when I requested that they put their dogs back on leashes so that I, or other runners would not be disturbed by their dogs, swore at me and told me I was at fault because I was running. Dogs should not ever be allowed to run free on the trails. People could get bitten, horsed could become frightened, bike accidents could occur.

Dogs are much happier, less nuisance in neighborhoods when they get to run and explore.
Cannot get that same exercise on a leash

Sadly, irresponsible dog owners are everywhere. But, this is a public park, and maintaining balance for ALL users will be tough. Aggressive/biting/challenging dogs cannot be tolerated. Period.

An "control law" instead of a "leash" law. Retractable leashed do not offer control at all, but some owners have better voice control off leash.

I have been taking my dog to Pleasant Grove for 6 years. There are so very few problems that I have seen or heard of in reference to dogs. We very rarely run into people running or walking at all. And when we do they are always pleasant about the dogs-stopping to talk or pet them. I understand that dogs are not welcome at the house and I agree with that, but it is such a large place and so many dog owners use it, that must be places for us to take our dogs. We're also walking there for exercise. It's not just about the dogs. I can't imagine there are that many people offended by seeing a dog in the woods if the owner is close by. Frankly we only encounter others -with or without dogs - less than 1% of the time. Please let us have from the ball fields to the dog park. That allows hundreds of acres for those folks to walk that don't want to see a dog- and I think they are few. Most every one would still use the entire park. It's big enough for all of us.

Don't let the minority spoil it for the majority.

I think this approach asking for input is great. You cannot allow one group, be it dog owners, horse people, bikers, runners, or whoever, decide or dictate who uses the over 900 acres of this county property..

Willing to pay a users fee.

Only securely fenced areas should be used for pets to run free

I

I think it's a great idea. Most dog owners that care enough about their pet to exercise them will be very loving and mindful of what's going on with them.

I have two dogs and love dog parks; but open air, off-leash locations make me nervous as a previous dog & I were attacked. The owner was too far away to help stop the attack. I'm just not convinced that most people are responsible enough for this type of freedom.

I don't think it's a good idea my kids have been scared of dogs off leash and owner not in control

yes....if we have a dog park do not think it's right to have pets off a leash. I have a dog and love animals but as a runner and someone who likes to take the grandchildren to PG. If the rules of PG REGARDING DOGS IS NOT BEING HOMERED NOW BRINGING IN MORE IS RULES IS NOT GOING TO SOLVE THE ISSUE. JUST BE RESPECTFUL AND HONOR WHAT THE SIGN SAYS NOW LEASH AND CLEAN UP AFTER YOUR PET! GOING FOR A RUN AND ENDING UP STRESSED PUT AFTER MY DOWN TIME IS NOT FAIR TO ME

OR OTHERS WHO LIKE TO ENJOY PG WITH OUT CONCERNS OF BEING BITTEN, SCARED TO DEATH, JUMPED ON, AND YOUR VEHICLE BEING JUMPED ON AND SCRATCHED BECAUSE SOMEONE ELSE IS NOT OBEYING THE RULES. MORE RULES IS A JOKE UNLESS U PLAN TO HAVE A POLICE OFFICER THERE ALL HOURS!

be sure everybody is safe away from questionable breeds

I LIKE TO SEE THE HORSE TRAIL BE OFF LEASH

(At Pleasant Grove there needs to be a very large fenced area to protect dogs from cars and going into the wooded area. What about ticks? I cannot control inconsiderate dogs or their owners at PG or the dog park).

Owners must have voice command over their dog & be with in site of their dog.

None.

designate days that are easy to remember instead of times of the day.

I do not think the committee should just think about dogs. They should consider use and restrictions for all groups. All users should share restricted times/ uses -- except perhaps the walkers/hikers who can most easily accommodate the needs of others. The overall goal should be to increase use by all groups. Focusing only on dogs/dog owners is a limited way of looking at usage. I also think more signage explaining uses for all groups -- bikers, runners, horse back riders, dog owners, etc could help. For example, if cross country team runners use trails regularly during a specific time -- let people know that they are likely to run into runners and should accommodate those runners at those times.

My dog (who is always on leash) has been attacked by off-leash dogs in open areas and on trails at Pleasant Grove. Most public parks require that all dogs be leashed. I would like that to be the policy for Pleasant Grove.

Not at this time

No

Dogs off leash subject anyone using the park to dogs of unknown temperments. There are entirely too many dogs that have never seen a horse and have no idea how to appropriately respond in the company of horses. There would be danger to both the dogs, the dog owners, the horses and horse rider if off leash dogs are in areas where horses are present.

I believe as long as people visiting the park are aware of the off leash areas, if they don't like pets they can avoid those areas. seems simple. The park is big enough for everyone, even dogs and deer and bears for that matter to enjoy! Thanks for getting public input.

I would prefer that there were no off leash areas in Pleasant Grove park. Any designated off leash areas should be adequately fenced to prohibit dogs from straying into areas where the public may be present. No unfenced off leash areas should be allowed.

Please do not allow dogs off leash

Maybe it should be a rule that if asked, the dog owner puts the dog on a leash, for example if someone is very afraid of dogs, until that person has passed.

The Look out Deck is a waste. The money could have been better spent on a covered area closer to the river.

I understand the pressure being applied by certain people, but the bottom line is that a dog owner is legally responsible for his pet, if that dog bites someone then the repercussions should fall on said owner. This endeavor is in reality a punitive restriction being placed on ALL dog owners and their dogs because of what seems to be one incident, and two "perceived incidents" by individuals who are not dog friendly.

I feel that dogs should not be allowed off leash in any open areas. One never truly knows how their dog will react at any given time. For safety of all residents, dogs should be leashed in open areas. I am a dog owner and support this stance 100%.

People would not be safe if dogs were allowed off leash all over the park, even if there are defined hours. Someone will get hurt.

As long as I can continue to carry a firearm, open and concealed, I won't feel threatened by big loose dogs.

I would like to see Sunday mornings at the river off leash to remain in effect. I would like to see off leash dedicated trails clearly marked. "Warning: dogs off leash on the designated trails. " Horses are catered too, so I believe there is room to accommodate our dogs as well.

Regardless of whether the county would be held legally liable for someone getting bitten or whether they would be immune due to sovereign immunity, the safety of all citizens (humans) is paramount. Dogs running around without leashes will definitely lead to someone getting bitten.

All dogs should be on leash everywhere in the park except the off leash fenced in Dog Park. Just make it bigger.

muzzles might be a next step

There are children, adults, horses who fear dogs and to allow off leash without fences is a horrible idea. You are inviting law suits etc. we trail rode our horses on our trail came across several loose dogs which freaked out horses out had someone gotten injured you and the owners could be legally liable for injuries to the horses and rider. Horrible idea! Keep off leash designated fenced areas only . State laws still apply and can supercede county laws regarding loose dogs.

Horse owners love to ride with their dogs. HOWEVER, I believe when they are in the saddle, they cannot properly supervise their animals. This should NOT be allowed.

I feel very unsafe with unleashed dogs all over the park. I turn around and go home if there are dogs running unleashed

Is this a county-wide law or a PG rule?

Too many times I have seem dog run up to folks that are not dog people. Dogs that were not friendly or owners not paying close enough attention to dogs. This is very big legal issue. What about handicap folks and there service dogs being bothered by of flesh dogs

on trails. They have right to be there and have a service dog with them. Pls consider this. My friend and her service dog have rights to use the trails w/o dogs bothering them. She is scared to go there now bc of rude dog behavior and her dog being attacked.

I am not a dog owner and am a bit skiddish around dogs due to prior experiences. In general the dog owners I have encountered at the park have been very respectful of my space. However, sometimes it feels as if people with dogs think that everyone else enjoys dogs as much as they do and do not make an attempt to keep their dogs away from them. I am frequently at the park with school groups and very uncomfortable with dogs off leash. They scare kids, horses wildlife and some adults.

Agility course

Please at the very least increase enforcement; it seems as if there is 0 enforcement done now

I run with my one dog on a leash at all times because she is not friendly to strange dogs. I let my other dog off-leash once we are away from parking areas because he is friendly and comes right back to me when I want him to be on-leash when I see other people on the trails. Keep it simple. Too much regulation discourages people from using amenities. I have been a taxpayer in Fluvanna County since 1988, and I want to be free to use Pleasant Grove during any daylight hours that I choose, not when a sign says my dog can be off-leash. Dogs who bite should not be allowed off-leash ever again in the park.

It is a bad idea to have unleashed dogs running around- bad for other dogs and bad for humans. Many dog owners mistakenly think their dogs are well behaved when in fact they are not well behaved.

if we end up having off leash areas there needs to be access to the creeks and river for the dogs especially in summer months

I ride horses and do not want dogs off leash on the trails or in the park.

Seems like a good idea if fenced in.

It is a joy to take my well behaved dogs (one is a certified therapy dog) to pleasant grove off leash in the low traffic areas .

Need to emphasize Owners' Personal Responsibility.

dogs need to run, but need rules that are enforced for owners to keep them under control, even off leash

there is no need for this!

All Fluvanna taxpayers pay for the facility. Let's all have the chance to use them respectfully.

How does enforcement work, especially as it relates to county dog licenses and verification of rabies vaccinations?

A family dog is the responsibility of the owner. If someone is injured by a dog the owner is at fault, and should be charged with assault and held responsible for any and all medical

costs to the injured party. Enforce the laws we now have rather than create more government interference in our lives. Good grief, this isn't rocket science!

i run almost everyday in the park with my dog. i allow him off leash on the trails when i feel certain no one else is there. i use common sense with regards to when and where i allow my dog off leash. it's a shame no one else does the same. But i would also like to see areas restricted from the horses due to the amount of damage they cause on some of the trails. As an avid trail runner, they cause more issues than dogs running loose.

My family and I hike at the park weekly. My 3 year old was charged by a pit bull off his leash and obviously not under the verbal command of the owner. Nothing ended up happening but it could have very easily turned a nice family hike into a tragedy. What do you want at Pleasant Grove families or incidents with dogs?

I believe all dogs in open areas should be leashed.

Two concerns: First, a designated area/hours for dogs off-leash may not solve the problem as it puts the same people/dogs in more contact with each other. You may be creating more problems than you are solving. Part of the beauty of the park is being able to take in the nature without seeing many people. Second, you are in essence putting those with good dogs in more of a situation to run into problems. This would be a detriment and I would probably look for other places to take my dogs - which would be a tragedy, as I love Pleasant Grove.

I would like to see some way to ensure that dangerous dogs are kept on leash.

We hike at Walnut Creek Park a lot too and although dogs are required to be on a leash most owners don't obey this - but are always ready to control their dogs and put them on a leash when required because of this rule. This is much different than what happens at PG where most dog owners don't seem to care about controlling their dogs off leash.

I use the Pleasant Grove Park with my dog always on leash. Off leash dogs scare me and I have had many arguments with owners of off leash dogs that are poorly controlled. The park is for people primarily, on leash dogs are acceptable. Off leash dogs will keep people from using the park. Many people are afraid of dogs, rightfully so. There are children and students in the park and any off leash dog is a potential hazard or at least scary to many people.

we ride horses there. They are prey animals, dogs are predators and could startle a horse causing the rider to fall.

The county should also patrol the area on occasion to make sure everyone is safe. People who rent the trails need to be advised that in renting the trail they do not also own the trail right of way. They need to know the trails are to be shared.

Please consider the safety of your human park users before the needs of the pets

If the county insists on having leash free areas without fencing, then require dog owners to post \$100 bond and both dog and owner must wear a tag.

I think that it needs to be spelled out what kind of dogs can be off leash in the park. One that has bitten another dog or person should not be allowed off leash.

Creating an outreach program to teach members of the community about responsible interactions with animals (horse, dog) would be a GREAT way to address the anxiety of these non-pet owners.

Please do not do this

collar coded maps for designated areas

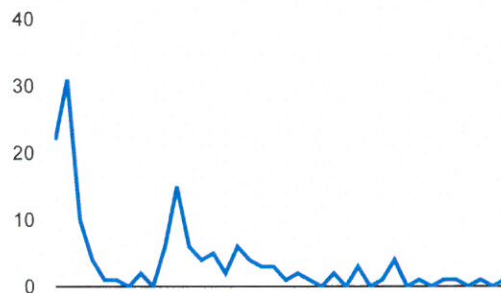
I really appreciate the openness with which Fluvanna has approached the topic and the truly helpful and supportive coordination provided by the parks dept. in enabling the public discourse on the topic.

The dogs that are off leash need to be kept on a leash and the county should enforce this better.

Residents should be able to use park facilities without fear of being approached by unleashed dogs.

What about other areas of the county besides Pleasant Grove being off leash?

Number of daily responses



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

AGENDA TITLE:	EMS Cost Recovery Program				
MOTION(s):	<p>I move to approve the Resolution entitled, "A Resolution to Establish Emergency Medical Services Cost Recovery Program Fees" to establish a fee schedule for transport services by emergency medical services vehicles, pursuant to Section 8-6-4.B of the Fluvanna County EMS Cost Recovery Ordinance, with fees, effective on and after September 1, 2015, for Basic Life Support, Advanced Life Support 1, Advanced Life Support 2, and loaded mileage set at 125% of the Medicare Allowable Charges at the time of service.</p> <p>I further move to approve the "Compassionate Billing" model EMS Cost Recovery Program Policy.</p> <p>I move to approve the Resolution entitled, "A Resolution to Establish Emergency Medical Services Cost Recovery Program Fees" to establish a fee schedule for transport services by emergency medical services vehicles, pursuant to Section 8-6-4.B of the Fluvanna County EMS Cost Recovery Ordinance, with the following fees effective on and after September 1, 2015: Basic Life Support at \$425.00, Advanced Life Support 1 at \$525.00, Advanced Life Support 2 at \$650.00, and loaded mileage at \$13.78 per mile.</p> <p>I further move to approve the "Insurance-Only Billing" model EMS Cost Recovery Program Policy.</p>				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl Elliott, Emergency Services Coordinator				
PRESENTER(S):	Cheryl Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval				
TIMING:	Essential for staying on our implementation schedule.				
DISCUSSION:	<p>The next step in this program's development is to set fees for billing and establish billing policies (no-balance, compassionate or hard-billing model).</p> <p>September 1, 2015, is staff's current target start date for emergency transport billing, based on the implementation steps that remain to be completed.</p>				

FISCAL IMPACT:	Policy will heavily influence projected revenue.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	EMS Cost Recovery Ordinance was adopted March 18, 2015.				
ENCLOSURES:	<ul style="list-style-type: none"> • Fluvanna County EMS Cost Recovery Fee Options • Resolution to Establish Emergency Medical Services Cost Recovery Program Fees • EMS Cost Recovery Program Policy 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

Fluvanna County EMS Cost Recovery Fee Options

	BLS	ALS 1	ALS 2	Miles 1-17	Miles 18+
Medicare Rural Rates	\$354.80	\$421.33	\$609.82	\$11.02	\$7.34

Note: Zip Code 23093 is RURAL according to MCR

Workgroup Recommendation	\$425	\$525	\$650	\$15.00	\$10.00
% of Medicare	120%	125%	107%	136%	136%

Staff Recommendation (125% of Medicare)	\$444	\$527	\$762	\$13.78	\$9.18
--	-------	-------	-------	---------	--------

Area County Average	\$428	\$550	\$689		\$9.93
% of Medicare	121%	131%	113%		135%
Louisa	\$400	\$500	\$600		\$10.00
Albemarle	\$450		\$750		\$13.00
Greene	\$450	\$650	\$725		\$8.00
Goochland	\$400	\$475	\$600		\$8.50
Nelson	\$470	\$550	\$775		\$9.00
Madison	\$350		\$575		\$9.00
King George	\$475	\$575	\$800		\$12.00

Potential Revenue Collection Estimates for Fluvanna County

Billing Model	Average Per Transport		Total Collections	
	Low	High	Low	High
Insurance Only	\$357	\$375	\$732,564	\$769,500
Compassionate	\$368	\$386	\$754,787	\$791,723
Hard Billing	\$370	\$388	\$759,733	\$796,669



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 2015-XX

**A Resolution to Establish Emergency Medical Services
Cost Recovery Program Fees**

WHEREAS, on March 18, 2015, the Board of Supervisors of Fluvanna County enacted Chapter 8, Section 8-6 of the Fluvanna County Code (the “EMS Cost Recovery Ordinance”), which established the legal structure for providing transport services by emergency medical services vehicles and accompanying fees as provided for by the Code of Virginia; and

WHEREAS, Section 8-6-4 of the EMS Cost Recovery Ordinance authorizes the Board to set reasonable fees to be charged for transport services provided by emergency medical services vehicles operated by fire departments, rescue agencies or by any private agency permitted under said Section 8-6; and

WHEREAS, funds collected under the EMS Cost Recovery Ordinance shall be used for purposes of defraying costs and improving services associated with providing emergency medical transport services, including but not limited to capital, facility, vehicle, equipment and supply costs, and professional services; and

WHEREAS, it is hereby determined and declared that the exercise of the powers and duties set forth herein is necessary to assure the provision of adequate and continuing emergency services to the citizens of Fluvanna County and to preserve, protect and promote the public health, safety and general welfare;

NOW THEREFORE, BE IT RESOLVED that the Fluvanna County Board of Supervisors, pursuant to Section 8-6-4.B of the EMS Cost Recovery Ordinance, hereby establishes a fee schedule for emergency medical service transport services of 125% of the Medicare allowable charges.

NOW THEREFORE, BE IT RESOLVED that the Fluvanna County Board of Supervisors, pursuant to Section 8-6-4.B of the EMS Cost Recovery Ordinance establishes a fee schedule for emergency medical service transport services as follows:

Service Level	Fee
1. Basic Life Support – Emergency	\$425.00
2. Advanced Life Support 1 – Emergency	\$525.00
3. Advanced Life Support 2 – Emergency	\$650.00
4. Mileage (all Service Levels)	\$13.78 per loaded mile

In no event shall a person be denied transport for emergency medical services due to his or her inability to pay.

AND BE IT FURTHER RESOLVED, that the fees established by this resolution shall be effective on and after September 1, 2015, and shall be implemented in accordance with the policies and procedures to be established by the County Administrator pursuant to Section 8-6-4.C of the EMS Cost Recovery Ordinance.

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 _____ day of _____, _____, on a motion by _____, seconded by _____, and by the following vote:

AYES:

NAYS:

ABSENT:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors

Fluvanna County Virginia ADMINISTRATIVE POLICY	
Policy Subject:	EMS Cost Recovery Program
Policy Number:	
Effective Date:	
Last Revision Date:	7 July 2015

1. **Authorization:** This policy is hereby established pursuant to the Code of Virginia §32.1-111.14 that authorizes the exercise of powers necessary to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety, and general welfare; and pursuant to the Code of Virginia §38.2-3407.9, authorizing the reimbursement for ambulance services; and Chapter 8 (Fire Protection and Public Safety) of the Code of Fluvanna County, establishing an Emergency Medical Services (EMS) Cost Recovery Program.

2. **Purpose:** To establish a policy for implementation of emergency medical ambulance transport billing in Fluvanna County. Fluvanna's EMS Cost Recovery Program follows a

"Compassionate Billing" model whereby users of EMS transport services are balance billed for charges not covered by insurance and

"Insurance-Only Billing" model under which Fluvanna County residents are not balance billed for charges not covered by insurance and

hardship waivers are available for those meeting specific criteria.

3. **Scope:** This policy is applicable to all agencies providing rescue services in Fluvanna County who operate under Fluvanna County authority.

4. **Background:** Fluvanna County has established fees for emergency medical transport via Resolution on July 15, 2015, and effective September 1, 2015. The fees are based on the level of service provided, plus loaded mileage driven. Fluvanna County contracts with a billing company to provide billing services for these fees. The billing company is responsible for obtaining insurance information that is not easily obtained in the course of the transport and for billing the appropriate parties.

5. **Definitions**

a. **Billing** - Invoice for EMS services sent to recipient or responsible party for payment of services provided by authorized EMS transport agencies operating in Fluvanna County. Billing is based on a fee schedule adopted by the Fluvanna County Board of Supervisors. The fee schedule may change from time to time.

b. **Billing Contractor** - Third-party company retained by Fluvanna County to prepare billings and collect monies due for EMS services rendered.

c. **Billing Data** - Information collected at the time the EMS services are provided, or as soon thereafter as practicable, including but not limited to: primary and secondary insurance carriers, including Medicare and Medicaid, related insurance policy and group numbers, the person responsible for cost of patient's care, and the patient's name, address, and telephone number.

Fluvanna County Virginia ADMINISTRATIVE POLICY	
Policy Subject:	EMS Cost Recovery Program
Policy Number:	
Effective Date:	
Last Revision Date:	7 July 2015

1. Authorization: This policy is hereby established pursuant to the Code of Virginia §32.1-111.14 that authorizes the exercise of powers necessary to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety, and general welfare; and pursuant to the Code of Virginia §38.2-3407.9, authorizing the reimbursement for ambulance services; and Chapter 8 (Fire Protection and Public Safety) of the Code of Fluvanna County, establishing an Emergency Medical Services (EMS) Cost Recovery Program.

2. Purpose: To establish a policy for implementation of emergency medical ambulance transport billing in Fluvanna County. Fluvanna's EMS Cost Recovery Program follows a

"Compassionate Billing" model whereby users of EMS transport services are balance billed for charges not covered by insurance and

"Insurance-Only Billing" model under which Fluvanna County residents are not balance billed for charges not covered by insurance and

hardship waivers are available for those meeting specific criteria.

3. Scope: This policy is applicable to all agencies providing rescue services in Fluvanna County who operate under Fluvanna County authority.

4. Background: Fluvanna County has established fees for emergency medical transport via Resolution on July 15, 2015, and effective September 1, 2015. The fees are based on the level of service provided, plus loaded mileage driven. Fluvanna County contracts with a billing company to provide billing services for these fees. The billing company is responsible for obtaining insurance information that is not easily obtained in the course of the transport and for billing the appropriate parties.

5. Definitions

a. **Billing** - Invoice for EMS services sent to recipient or responsible party for payment of services provided by authorized EMS transport agencies operating in Fluvanna County. Billing is based on a fee schedule adopted by the Fluvanna County Board of Supervisors. The fee schedule may change from time to time.

b. **Billing Contractor** - Third-party company retained by Fluvanna County to prepare billings and collect monies due for EMS services rendered.

c. **Billing Data** - Information collected at the time the EMS services are provided, or as soon thereafter as practicable, including but not limited to: primary and secondary insurance carriers, including Medicare and Medicaid, related insurance policy and group numbers, the person responsible for cost of patient's care, and the patient's name, address, and telephone number.

d. **Financial Hardship** - The patient's inability to pay, in whole or in part, fees charged for EMS services rendered by authorized EMS transport agencies operating in Fluvanna County.

e. **Hardship Waiver** - The determination not to bill for and collect all or a portion of the fee due for EMS services provided. The financial hardship waiver is one in which all or part of the fee may be waived on the basis of financial hardship.

f. **Health Insurance** - Any third party entity legally and/or contractually obligated to pay all or part of the cost of medical care for a patient, including but not limited to insurance corporations, insurance reciprocals, and Medicare or Medicaid. For purposes of this policy, health insurance shall include health savings accounts and medical savings accounts established pursuant to paragraphs 859A and 860 of the Internal Revenue Code and subsequent amendments thereto.

g. **Patient** - Any person who receives emergency medical care provided by authorized EMS transport agencies operating in Fluvanna County.

h. **Service Levels**

(1) **BLS Emergency** - Transportation by ground ambulance vehicle in the context of an emergency response and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State and requiring routine interventions.

(2) **ALS1 Emergency** – Transportation by ground ambulance vehicle where the patient's chief complaint warrants assessment by an ALS provider, and includes the provision of medically necessary supplies and services or at least one ALS intervention.

(3) **ALS2 Emergency** - Transportation by ground ambulance vehicle where the patient's chief complaint warrants assessment by an ALS provider, and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transport, medically necessary supplies and services, and the provision of at least one of the ALS2 procedures listed below:

- Manual defibrillation/cardioversion;
- Endotracheal intubation;
- Central venous line;
- Cardiac pacing;
- Chest decompression;
- Surgical airway; or
- Intraosseous line.

(4) **Mileage** - Assessed on actual miles travelled with patient on ambulance.

6. Policies

a. NO ONE WILL EVER BE DENIED necessary medical transport service due to either their lack of insurance or inability to pay.

b. All users of ambulance services will receive a Cost Recovery Program information brochure at the time of transport and will be asked to provide insurance coverage information. Additional information is

available on the County's website and from the County's billing company. (See Appendix A for EMS Cost Recovery Fact Sheet)

c. County Residents are subject to "Compassionate Billing" for EMS transport services and will be billed for charges not covered by insurance.

c. County Residents are subject to "Insurance Only Billing" for EMS transport services and will not be billed for charges not covered by insurance.

d. Non-County Residents are subject to "Compassionate Billing" for EMS transport services and will be billed for charges not covered by insurance.

e. Financial Hardship Waivers

(1) Fluvanna County may reduce or eliminate the patient's financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under our financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Income Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.)

(2) To apply for financial hardship assistance, the patient or responsible party will need to complete an EMS Transport Services Financial Hardship Waiver Request and submit the completed worksheet for verification of your financial information. (See Appendix F for Waiver Worksheet.)

(3) Fluvanna County will use the most current National Poverty guidelines (as below and updated periodically) to assess determine possible partial or full waiver of charges.

2015 National Poverty Level Guidelines

Persons in Family or Household	48 Contiguous States and D.C.	Alaska	Hawaii
1	\$11,770	\$14,720	\$13,550
2	15,930	19,920	18,330
3	20,090	25,120	23,110
4	24,250	30,320	27,890
5	28,410	35,520	32,670
6	32,570	40,720	37,450
7	36,730	45,920	42,230
8	40,890	51,120	47,010
For each additional person, add:	\$4,160	\$5,200	\$4,780

SOURCE: Federal Poverty Income Guidelines (<http://aspe.hhs.gov/poverty/index.cfm>)

(4) Upon verification of a patient's financial hardship, the County uses the below structure to determine the level of charges waiver warranted.

When Family Income is:	Waiver of Charges
0.0 – 0.99 x poverty level	100%
1.0 – 1.75 x poverty level	75%
1.76 – 2.25 x poverty level	50%

2.26 – 3.00 x poverty level	25%
Over 3.00 x poverty level	No discount

(5) The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again prove financial hardship.

(6) Elderly or disabled residents, or disabled veterans who qualify for real estate tax relief pursuant to the County ordinance will not be billed for any charges not covered by insurance.

(7) Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County will not be billed for any charges not covered by insurance.

f. **Payment Plans.** Payment plans may be arranged for charges due based on a review of circumstances and approval by the County Administrator or designee. We generally do not extend payment plans to patients who have failed to make timely payments in the past. Fluvanna County may authorize monthly installment payments based on the following minimum payment guidelines:

Account Balance	Minimum Monthly Payment
\$250 or less	\$25.00
\$251 - \$500	\$45.00
\$501 - \$750	\$65.00
\$751 - \$1000	\$85.00
Over \$1,000	10%

g. **Medical Necessity.** If the insurance company deems the transport is not medically necessary the billing company will verify the information that was submitted to the insurance company and resubmit the claim for reconsideration. If the insurance carrier still deems the transport not medically necessary, the County Administrator or his designee will review the individual case for possible waiver of the fees.

h. **Limits of Insurance.** If any insured party requires EMS transport within a given calendar year that exceeds their policy limits and no additional insurance coverage is available, the fees for service beyond coverage limits will be waived.

i. **Debt Collection Actions.** Fluvanna County's billing company will not pursue payment recovery through a debt collection agency without express authorization of the County Administrator or his designee.

j. **EMS Provider Requirements.** All EMS providers shall adhere to applicable laws, policies and directives, complete necessary forms, and provide pertinent information relating to patient care to facilitate generation of appropriate bills for any transport provided by authorized EMS transport agencies operating in Fluvanna County. *Nothing in this policy or in the EMS Cost Recovery Program in general is intended to place the needs of cost recovery above the needs of patient care.*

7. Fee Structure. EMS Cost Recovery Program fees for BLS, ALS1, and ALS2 ambulance transport services and mileage are established by resolution and adopted by the Board of Supervisors. Effective on and after September 1, 2015, fees for these transport services are set at

125% of the Medicare allowable charges.

Basic Life Support at \$425.00, Advanced Life Support 1 at \$525.00, Advanced Life Support 2 at \$650.00, and loaded mileage at \$13.78 per mile.

Fees shall be monitored to ensure that they comply with the requirement of the U.S. Department of Health and Human Services' regulations regarding allowable fees paid by Medicare and Medicaid.

8. Billing Process

a. A bill will be generated for ambulance transports performed by authorized EMS transport agencies operating in Fluvanna County.

b. Patients will fall into one of the following categories for billing purposes:

	Compassionate Billing Model
Insured County Residents and Non-Residents	The appropriate insurance carrier will be billed. If insurance doesn't pay 100%, a balance bill goes to patient transported, with notice of hardship waiver guidelines and payment options. 30- and 60-day balance due notices are sent, if payment is not received. County Administrator, or designee, decides if account may be written off as uncollectable.
Uninsured County Residents and Non-Residents	A fee for services bill goes to patient transported, with notice of hardship waiver guidelines and payment options. 30- and 60-day balance due notices are sent, if payment is not received. County Administrator, or designee, decides if account may be written off as uncollectable.

	No-Balance Billing Model
Insured County Residents	The appropriate insurance carrier will be billed. Whatever insurance pays is accepted as payment in full. Patient gets no balance bill.
Uninsured County Residents	No insurance, no bill (balance is total write off).
Insured Non-Residents	The appropriate insurance carrier will be billed. A balance bill will be sent to the patient transported, with notice of hardship waiver guidelines and payment options. 30- and 60-day balance due notices are sent, if payment is not received. County Administrator, or designee, decides if account may be written off as uncollectable.
Uninsured Non-Residents	A full fee for services bill will be sent to the patient transported, with notice of hardship waiver guidelines and payment options. 30- and 60-day balance due notices are sent, if payment is not received. County Administrator, or designee, decides if account may be written off as uncollectable.

Note: Contractual write offs. The bills that Medicaid, Medicare, and insurance companies pay on behalf of an insured individual are sometimes adjusted to pay only a portion of the billed amount. This adjustment referred to here as a "contractual write off" is usually due to the laws governing the payment

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 7/15/2015

AGENDA TITLE:	Hiring of additional Deputy to cover Military Deployment				
MOTION(s):	I move to approve the Sheriff's Office hiring of an additional deputy to cover the loss of a current full-time deputy who will be on military deployment for one year starting in September 2015. The additional deputy's salary for FY16 will be funded by Sheriff's Office vacancy savings due to deployments.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Eric Hess, Sheriff				
PRESENTER(S):	Eric Hess, Sheriff				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	The Sheriff's Office may hire an additional deputy on July 1, 2015 to cover the second deployment of a full-time deputy. Sgt. Peterson is currently deployed until January 2016. Deputy Greene will be deployed in September 2015 for approximately one year. The Sheriff's Office will not need additional funding for the new position, due to the current deployment of Sgt. Peterson and the additional deployment of Deputy Greene. Upon the return of Deputy Greene, the board may choose to allow the Sheriff's Office to keep the new position and fund that position in the 2017 budget. If the Board chooses not to fund the new position the Sheriff's Office would not fill the next Deputy vacancy.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Josh Greene; POSITION # 6511003 : Estimated salary cost while on Active Military Duty

(June 1, 2015)

Person (Name) or VACANT	Position Title or Account Description	Full-Time or If PT/Temp Hrs/Wk x Rate x 52 = Salary	Proposed Salary 9/1/15 1.5%	Workers' Comp Rate	Workers' Comp	FICA	VRS	Health Insurance	Group Life	Total ER cost	Hrly w/ fringe
Greene	Deputy going on Military leave	FT	42,329	0.0165	698	3,238	4,478	6,370	504	\$57,617	27.70057
deputy to replace Greene		FT	40,000	0.0165	660	3,060	5,140	6,000	476	\$55,336	26.60385

15 military days and then 167 LWOP days after military

Total Annual Budget for position 6511003

Greene leaves ~ Sept.

15 Days Paid Military Leave

New hire w/ Cert. \$40K

167 days

57,617.00

-4,986.10

-53,314.12

left from budget for position

-683.22

total Monthly Budget

1 month after Deputy Greene returns

Position budgeted

4,801.43

0

non-budgeted position

4,611.33

4,611.33

overlap cost for 1st month

3,928.11

overlap per month after 1st

4,611.33

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

AGENDA TITLE:	Appointment to the Economic Development Authority, At Large Position				
MOTION(s):	I move to appoint _____ to the Economic Development Authority, At Large Position, with a term to begin September 1, 2015 and to terminate August 31, 2019.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Gerald E. Swiggett, who is currently on Region Ten CSB				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in Economic Development Authority (EDA)**Palmyra**

Last Name Swiggett **First Name** Dr. Gerald E. **Date Recieved** 1/30/2014
Mailing Address 787 Taylor Ridge Way **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 589-8537 **Work Phone** 7032440125 **Cell Phone/Other** (703) 244-0125
Fax **Email Address** gisent@ix.netcom.com
Physical Address **City** **State** **Postal Code**

Education and Experience:

BS in Chemical Engineering at Trinity University; PhD in Chemical Engineering at Oregon State University. 45 years of technical and executive positions in the energy, manned spaceflight, environmental industries and the Federal Government with Dupont, Olin, Atlantic Richfield, Lockheed, SAIC and the Department of Energy and NASA. 15 years experience in owning/operating my energy/management consulting business (GIS Enterprises, Inc.) in Washington, DC. Many years of assisting individuals with career planning and employment searches has provided me with a good understanding of the skills necessary for solid, worthwhile careers.

Civic Activities and Committee Memberships:

Member and President, Spring Creek Golf Club Seniors Golf Association. Member, Spring Creek Golf Club Board of Advisors. Rivanna Rifle and Pistol Club.

Interest in Committee:

I have a strong desire to help the citizens of Fluvanna County better their lives through meaningful and affordable education. I want to share my many years of business and political experience with PVCC students, staff and administrators. I have the time and monetary resources to permit me to serve.

Comments: Replaced Pamela Ross.

Monday, July 06, 2015***Page 4 of 4***

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

AGENDA TITLE:	FSPCA Facility Maintenance Requirements Review				
MOTION(s):	N/A				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Wayne Stephens, Public Works Director & County Engineer				
PRESENTER(S):	Wayne Stephens, Public Works Director & County Engineer				
RECOMMENDATION:	None				
TIMING:	Normal				
DISCUSSION:	<p>The County's current agreement with the FSPCA states that, "The County shall provide materials and labor to the FSPCA to ensure the Facility and equipment therein is in compliance with state law, regulations, and guidelines applicable to public pounds."</p> <p>County staff, accompanied by Animal Control Officers, FSPCA Board members, and the FSPCA Executive Director performed a facility assessment walk-through on June 18, 2015. This report will outline potential maintenance issues for review, and to help determine funding responsibility between the County and the FSPCA.</p>				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:	Agreement with FSPCA executed in June 2012, with automatic annual renewals, and six-month termination notice requirement for either party.				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

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, July 1, 2015 Adjourned Meeting and Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for July 1, 2015				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
July 1, 2015
Regular Meeting 4:00pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chairperson
Bob Ullenbruch, Palmyra District, Vice-Chairperson
Tony O'Brien, Rivanna District
Mike Sheridan, Columbia District
Donald W. Weaver, Cunningham District

MEMBERS ABSENT: None

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 4:00 pm, Chairperson Booker called the Regular Meeting of July 1, 2015 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

Chair Booker informed the Board that two Fluvanna residents, Colonel Robert L. "Red" Pulliam and Nat White, recently passed away.

Mr. Nichols invited Mr. Jonathan McMahon forward in order to recognize Mr. McMahon for his exceptional service to the County during his more than four years of service to the County as the Director of Information Services. After Mr. Nichols read a Commendation by the Board, Chair Booker formally thanked Mr. McMahon.

ADOPTION OF AGENDA

Mr. Sheridan advanced a motion to move New Business to the beginning of the Meeting. Mr. Ullenbruch seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, Weaver. NAYS: None. Absent: None.

Chair Booker initiated a discussion of the background and relevant history of the park in the center of the Village of Palmyra, placing it in the context of Fluvanna history. Noting that the park has stood as a memorial to those who died fighting in the Civil War, Chair Booker spoke of a desire to potentially expand the purpose of the park. Discussion included using the park as a memorial to all those from Fluvanna County who have served in wartime, a place for monuments to other events important to the history of Fluvanna County and its residents, and other such uses. Chair Booker then opened the floor to Public Comment and general discussion.

PUBLIC COMMENTS #1

- Marvin Moss, President of Fluvanna Historical Society, informed the Board of research into the name of the park. He noted there had been a dedication of the Confederate Memorial in the park, Mr. Moss remarked that no formal action was ever taken to name the area in which the monument resides as Confederate Park. Mr. Moss informed the Board that a member of the Historical Society who would like to donate, and have placed in the Village of Palmyra, a suitable memorial to honor the significance of the 150th Anniversary of the signing of the Emancipation Proclamation. Mr. Moss urged the Board to consider naming the park, "Palmyra Memorial Park," or something similar, to expand the inclusivity of the park.
- Stephen Schoene, 211 Jefferson Drive, Cunningham District, remembered the courage of the men who fought and died, and would like to see the memorial remain and asked the Board to consider naming the park Memorial Park.
- Mr. Frank Gallo, Palmyra District, noted that memorials are generalized and would like to see the name of the park be likewise general and inclusive.
- Deborah Murdock, Columbia District, Vice-President of the Historical Society, would like to see the Park be an inclusive Park, and prefers Memorial Park.

With no one else wishing to speak, Chairperson Booker closed the first round of Public Comments. The consensus of the Board was to solicit further citizen input on recommendations for naming the park. Mr. Nichols will solicit citizen input through "My Two Cents," FAN Mail, and NewsFlash, and a short survey, then report back to the board.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Finance Department award
 - Certificate of Achievement for Excellence in Financial Reporting from Government Financial Officers Associations
- Cheryl Elliott, Emergency Services Coordinator
 - Received recognition from the American Red Cross for her work on the children's "Pillow Case Project" for emergency preparation kits
- Community Investment Collaborative (CIC) has completed its Fluvanna/Louisa Entrepreneurial Workshop Class
 - Class graduation ceremony
 - Tonight, July 1, 2015, from 6:00 to 8:00 pm, Saints Peter and Paul Parish Hall
- WWTP Support Services
 - Will need contract support since the local contractor previously used has accepted a job out of the local area.

- County Administrator out of town for holiday weekend
 - Finance Director Eric Dahl will serve as Acting County Administrator
- Wednesday, July 15
 - 7:00 pm – Regular Meeting

BOARD OF SUPERVISORS’ UPDATES

Sheridan—None. Mr. Sheridan noted that he will be on vacation for the next meeting, July 15, 2015.

Weaver—None.

Ullenbruch— Social Services Board—ongoing employee retention concerns.

O’Brien— TJPDC. PWN, recommended Victor Schaff. Board members at PWIN showed a strong preference for Mrs. Gottlieb from van der Linde Recycling due to the size of the workforce, and they appointed her to the PWIN. PWIN will also reach out to Mr. Schaff with hopes to have him participate on PWIN special committee work. Mr. Bobby Popowicz, Director of Community Development, and Mrs. Gena Keller, FCPS< Superintendent, were both named to the PWN Council.

Booker—Rivanna Stream Watch, noted that reports place Fluvanna in “Good” or “Fair.” Central Virginia Partnership for Economic Development Annual Meeting - Mr. Nichols was appointed as the new Board Chair for CVPED.

PUBLIC HEARINGS

None.

ACTION MATTERS

Contract Approval for Task 2, Emergency Communications Radio System Consultant—Joe Rodish, Procurement Officer & Cheryl Elliott, Emergency Services Coordinator, presented a request to approve Task 2 for the Communications Radio System Consultant. With no discussion,

MOTION

Mr. Sheridan moved to approve Task Order #2 of the “Agreement For Emergency Communication Radio System Project Management And System Implementation Services” with RCC Consultants, Inc., in the amount of \$99,943.52, and authorize the County Administrator to execute the task order, subject to approval as to form by the County Attorney. Mr. Ullenbruch seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, Weaver. NAYS: None. Absent: None.

Fluvanna County Employee Appreciation and Recognition Program (EARP)—Gail Parrish, Human Resources Manager, joined by members of the Tiger Team, Malinda Payne, Parks and Recreation, Sandra Parrish, Chief Deputy Clerk of Court, Dr. Jackie Meyers, CSA Coordinator, and Liz McIver, Library, brought before the Board a revised Employee Recognition Program. With no discussion,

MOTION

Mr. Ullenbruch moved that the Board of Supervisors approve the Fluvanna County Employee Appreciation and Recognition Program. Mr. O’Brien seconded and the motion passed unanimously. AYES: Booker, Ullenbruch, O’Brien, Sheridan, Weaver. NAYS: None. Absent: None.

Heritage Trail Foundation Funding Gift for Fitness Trail Equipment at Pleasant Grove Park—Jason Smith, Director of Parks and Recreation, brought a request before the Board to accept a gift from the Heritage Trail Foundation in the amount of \$10,000. Mr. Smith answered general questions about the safety of the exercise stations, after which,

MOTION

Mr. Weaver moved that the Board of Supervisors approve the supplemental appropriation of \$10,000 donated from the Fluvanna Heritage Trail Foundation for use towards Fitness Trail equipment for Pleasant Grove Park in the FY16 Parks and Recreation Budget. Mr. Sheridan seconded. The motion passed 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, Weaver. NAYS: None. Absent: None.

County Attorney Compensation Agreement—Steven M. Nichols, County Administrator, brought before the Board a request to approve a formal agreement between the County and the County Attorneys. Mr. Payne noted that there was no substantial change from what has been in place for several years, with the exception of an increase in the fee schedule.

MOTION

Mr Ullenbruch moved to approve the County Attorney’s Compensation Agreement for services, effective July 1, 2015, with the following fee structure:

Frederick W. Payne, county attorney	\$310
Donna R. DeLoria, deputy county attorney	\$265
William W. Tanner, deputy county attorney	\$240
Kristina M. Hofmann, assistant county attorney	\$215
Christina A. Guidry, assistant county attorney	\$150
Paralegals	\$ 95
Assistants (when applicable)	\$ 75

Mr. O’Brien seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, Weaver. NAYS: None. Absent: None.

Real Estate Acquisition—Steven M. Nichols, County Administrator, briefed the Board on the acquisition of a property at 181 Main Street, Palmyra, VA in which the Commonwealth’s Attorney offices are located.

MOTION

Mr. Sheridan moved to approve the Real Estate Contract of Sale to purchase 181 Main Street, Palmyra, Virginia, designated on the tax maps of the County of Fluvanna, Virginia as Tax Map Parcel 30A-A-20, for the purchase price of \$147,900.00, and authorize the County Administrator to execute the contract, subject to approval as to form by the County Attorney. Mr. Weaver seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, Weaver. NAYS: None. Absent: None.

and

Mr. Sheridan moved the Board of Supervisors approve a supplemental appropriation of \$147,900 from Unassigned Fund Balance to the FY16 Capital Budget for the purchase of 181 Main Street, Palmyra, VA. Mr. O'Brien seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, Weaver. NAYS: None. Absent: None.

FY15 Davenport Case Supplemental Appropriation—Mary Anna Twisdale, Management Analyst, informed the Board of FY15 costs incurred for the Davenport Case and requested a supplemental appropriation to cover these costs. With no discussion,

MOTION

Mr. Weaver moved the Board of Supervisors approve a supplemental appropriation of \$299,257.00 for the FY15 Board of Supervisors Professional Services budget, Davenport Case from Unassigned Fund Balance. Mr. Ullenbruch seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, Weaver. NAYS: None. Absent: None.

Extension of Appointment for Members of the Board of Equalization—Steven M. Nichols, County Administrator, brought a request to extend the appointments of the Board of Equalization members through the end of the year, in compliance with State Code.

MOTION

Mr. Weaver moved to extend the appointment of Gary Ellis, Everett M. Hannah, & Joseph P. Ronan as regular members, and Karen Bercaw as an alternate member, of the Board of Equalization (BOE) for Real Estate Assessments, until December 31, 2015, per Virginia Code Section 58.1-3370, and further move to retain Joanne Rawls as Administrative Assistant to the BOE. Mr. Ullenbruch seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, Weaver. NAYS: None. Absent: None.

Appointment to the Region Ten Community Services Board—Steven M. Nichols, County Administrator, presented the candidate for the Region Ten Community Services Board.

MOTION

Mr. O'Brien moved to appoint Dr. Jerry Swiggett to the Region Ten Community Services Board, replacing Dr. Pamela Ross, with a term to begin immediately and to terminate June 30, 2016. Mr. Ullenbruch seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, Weaver. NAYS: None. Absent: None.

PRESENTATIONS

PVCC Annual Update—Dr. Frank Friedman, President PVCC, presented an Annual Update for Piedmont Virginia Community College, giving the Board demographic and statistical information for the past year. Among others, Dr. Friedman highlighted the following: Fluvanna residents comprised 11% of the total enrollment of PVCC students (7800 students); at 30%, Fluvanna High School sends the largest percentage of high school graduates from the jurisdictions served by PVCC; 178 Fluvanna High School students took dual-enrollment courses.

VDOT Bridge Naming Process—Robert Popowicz, Community Development Director, informed the Board of the formal Bridge Naming Process as required by the Virginia Department of Transportation, which includes a formal resolution adopted by the Board, and submitted to VDOT with signage information and costs. The Board directed Staff to return with accurate dollar amounts for signage as required by VDOT, and to solicit community input on suggestions for naming the bridge over the Hardware River on Route 6, as well as possible names for other bridges or structures in the county.

CONSENT AGENDA

After discussion, the following items were approved under the Consent Agenda for June 3, 2015:

- *Minutes of June 3, 2015 Meeting*—Kelly Belanger Harris, Clerk to the Board
- *Minutes of June 17, 2015 Meeting*—Kelly Belanger Harris, Clerk to the Board
- *FY15 CSA Purchase of Services Budget Supplement*—Dr. Jackie Meyers, CSA Coordinator
- *FY15 BOS Contingency Budget Transfer for Fork Union Streetscape Project*—Mary Anna Twisdale, Management Analyst
- *FY15 Cell Tower Budget Supplement*—Mary Anna Twisdale, Management Analyst
- *FY15 Surplus Property Sale Appropriation - Fire Department*—Mary Anna Twisdale, Management Analyst
- *FY15 Department of Social Services Budget Transfer*—Mary Anna Twisdale, Management Analyst
- *FY15 Middle School HVAC Supplemental Appropriation*—Eric Dahl, Director of Finance

MOTION

Mr. Weaver moved to the items on the Consent Agenda for July 1, 2015. Mr. Ullenbruch seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, Weaver. NAYS: None. ABSENT: None.

UNFINISHED BUSINESS

VDOT Roads in Subdivisions—Jason Stewart, Planning and Zoning Administrator, and Fred Payne, County Attorney, briefed the Board on the condition of roads in County subdivisions. Mr. Payne advised the Board that the intent of this presentation is to be general in nature; if there is information or questions regarding specific roads, subdivisions, or the like, these discussions are more appropriately approached in Closed Session. Mr. Stewart discussed the measures that the County is lawfully able to take in order to provide assistance to homeowners in subdivisions in which VDOT approved roads are not present. Mr. Ullenbruch inquired of the limitations on the County for providing upkeep and maintenance on approved County roads. Mr. Payne noted that the State Statute is unclear on the extent to which Counties are allowed to spend money on road upkeep. General discussion followed.

PUBLIC COMMENTS #2

Chairperson Booker opened the floor for the second round of public comments.

With no one wishing to speak, Chairperson Booker closed the second round of public comments.

Mr. O’Brien issued a thank you to the County Fire Departments and Lake Monticello Police Department that responded to a fire at his home last week. He thanked them for their timely and professional response.

CLOSED SESSION

MOTION TO ENTER INTO A CLOSED MEETING

At 6:34 pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3 & A.6, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Investment of Funds, and Legal Matters. Mr. O’Brien seconded and the motion carried, with a vote of 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:42 pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.” Mr. Sheridan seconded. The motion carried, with a roll call vote of 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

ADJOURN

MOTION:

At 7:43pm, Mr. Sheridan moved to adjourn the meeting of Wednesday, July 1, 2015. Mr. O’Brien seconded and the motion carried with a vote of 5-0. AYES: Booker, Ullenbruch, O’Brien, Sheridan, Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

Mozell H. Booker
Chairperson

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

Mc

MEMORANDUM

Date: July 15, 2015
From: Finance Department
To: Board of Supervisors
Subject: Accounts Payable Report for June 1st- 29th, 2015


1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.


CATEGORY	AMOUNT
General	\$574,261.41
Capital Improvements	\$255,490.22
Debt Service	\$400.00
Sewer	\$1,196.59
Fork Union Sanitary District	\$4,607.93
TOTAL AP EXPENDITURES	\$835,956.15
Payroll	\$ 693,858.03
TOTAL	\$1,529,814.18


MOTION


I move the Accounts Payable and Payroll be ratified for **June 1st- 29th, 2015** in the amount of **\$1,529,814.18**.


Encl:
AP Report


	A	B	C	D	F	G	H	I	J
1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> <div></div>								
2									
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	JA-ZAN LLC	CUSTOMERS	PUBLIC HEARING SIGN DEPOSIT	052215	5/22/2015	6/5/2015	360.00		
10	STUBBEN NORTH AMERICA, INC.	CUSTOMERS	PUBLIC HEARING SIGN DEP FEE	052215	5/22/2015	6/11/2015	90.00		
11							Total:	\$450.00	
12									
13	REAL ESTATE TAXES								
14	GRAHAM, BRENT D & KARIN E	R E 2015 - 1ST	Lockbox Payment Refund	35397	6/17/2015	6/19/2015	1,033.63		
15	HARRIS, LEON L SR	R E 2015 - 1ST	RE 2015 41-A-33	35398	6/17/2015	6/19/2015	607.72		
16	HITCHCOCK, WILLIAM S. &	R E 2015 - 1ST	RE 2015 51A-A-64	35399	6/17/2015	6/19/2015	647.28		
17	NATIONSTAR MORTGAGE	R E 2015 - 1ST	RE 2015 18A-2-150	35078	6/2/2015	6/11/2015	116.29		
18	STAUNTON, J.M. & WM. MC COY	R E 2015 - 1ST	RE 2015 50-A-40	35067	6/2/2015	6/11/2015	53.63		
19							Total:	\$2,458.55	
20									
21	REAL & PERSONAL PUBLIC SERV								
22	VERIZON VIRGINIA LLC	PS CORP 2015 - 1ST	RE 2015 6030	35068	6/2/2015	6/11/2015	6,359.40		
23							Total:	\$6,359.40	
24									
25	PERSONAL PROPERTY TAXES								
26	DOMAN, ELLEN RAE	P P 2015 - 1ST	PP 2015 230267	35400	6/17/2015	6/19/2015	43.31		
27	TRANSACTION NETWORK SERVICES	P P 2015 - 1ST	308 - PP 2015 232108	35076	6/2/2015	6/11/2015	1.22		
28							Total:	\$44.53	
29									
30	OTHER LOCAL TAXES								
31	BANC OF AMERICA LEASING & CAPI	ADMIN FEE VEHICLE	PP 2015 214416	35079	6/2/2015	6/11/2015	219.15		
32	BARNETT, SUSIE G	ADMIN FEE VEHICLE	PP 2015 198520	35069	6/2/2015	6/11/2015	5.33		
33	GARCIA, RUDY LEE	ADMIN FEE VEHICLE	PP 2015 202863	35071	6/2/2015	6/11/2015	10.37		
34	JACKSON, KENNETH BRADLY	ADMIN FEE VEHICLE	PP 2015 215360	35072	6/2/2015	6/11/2015	4.40		
35	JOHNSON, EDITH MAE	ADMIN FEE VEHICLE	PP 2015 4338	35073	6/2/2015	6/11/2015	33.01		
36	LEIGH KIRCHNER	ADMIN FEE VEHICLE	PP 2015 230171	35070	6/2/2015	6/11/2015	34.76		
37	MCWILLIAMS, MARK MERLE	ADMIN FEE VEHICLE	PP 2015 207277	35074	6/2/2015	6/11/2015	132.06		
38	ORAHOOD, BILLIE MCCONNELL	ADMIN FEE VEHICLE	PP 2015 218504	35401	6/17/2015	6/19/2015	33.00		
39	PACE, ALLISON MORRIS	ADMIN FEE VEHICLE	PP 2015 218513	35402	6/17/2015	6/19/2015	33.01		
40	STINCHFIELD, LEE TAYLOR	ADMIN FEE VEHICLE	PP 2015 211422	35075	6/2/2015	6/11/2015	99.04		
41	SWARTZ, KRISTER BO	ADMIN FEE VEHICLE	PP 2015 211586	35403	6/17/2015	6/19/2015	68.92		
42	WOOD, CHARLES DAVID	ADMIN FEE VEHICLE	PP 2015 226753	35077	6/2/2015	6/11/2015	49.82		
43							Total:	\$722.87	


	A	B	C	D	F	G	H	I	J
1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> <div>munis a tyler erp solutions</div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
44									
45	PERMITS/FEES/LICENSES								
46	CHRISTINE BOSSIE	BUILDING PERMITS	BUILDING PERMIT REFUND LESS 25%	051815	5/18/2015	6/5/2015	306.18		
47						Total:	\$306.18		
48									
49	CHARGES FOR SERVICES								
50	ANGELA COOK	RECREATION PROGRAM	BRITISH SOCCER CAMP REFUND	060915	6/9/2015	6/11/2015	926.00		
51						Total:	\$926.00		
52									
53	BOARD OF SUPERVISORS								
54	BANK OF AMERICA	ADVERTISING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	2,027.26		
55	BANK OF AMERICA	OTHER OPERATING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	121.95		
56	BH MEDIA GROUP HOLDINGS, INC.	ADVERTISING	ADS FOR ELEMENTARY SCHOOLS	10000160782-0502	5/30/2015	6/19/2015	286.77		
57	DONALD WEAVER	MILEAGE ALLOWANCES	TRAVEL SEPT-DEC 14	06012015	6/1/2015	6/5/2015	62.10		
58	E.W. THOMAS	SUBSISTENCE & LODGING	BOS DINNERS & SNACKS	1022-15	6/8/2015	6/11/2015	56.38		
59	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	ADMINISTRATION LEGAL FEES	111299	6/3/2015	6/11/2015	252.00		
60	RAYMOND JAMES & ASSOCIATES,	PROFESSIONAL SERVICES	CONSULTING FEE	170982557527	6/22/2015	6/26/2015	1,750.00		
61	RICHMOND TIMES-DISPATCH	ADVERTISING	ADS FOR ELEMENTARY SCHOOLS	10000161338-0502	5/30/2015	6/19/2015	330.00		
62	ROBINSON FARMER & COX	PROFESSIONAL SERVICES	AUDIT	49586	5/21/2015	6/5/2015	4,340.00		
63	THE WASHINGTON POST	ADVERTISING	ADS ELEMENTARY SCHOOLS	2010250146	5/30/2015	6/19/2015	87.85		
64	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	496.15		
65						Total:	\$9,810.46		
66									
67	COUNTY ADMINISTRATOR								
68	BANK OF AMERICA	DUES OR ASSOCIATION	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	215.00		
69	BANK OF AMERICA	FURNITURE & FIXTURES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	74.75		
70	BANK OF AMERICA	OFFICE SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	33.98		
71	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	30.70		
72	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER ADMIN OFFICE	F3464300-15	6/1/2015	6/11/2015	100.30		
73	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	170.02		
74	STEVEN NICHOLS	MILEAGE ALLOWANCES	PARKING CIVILLE TRAINING CLASS	06082015	6/8/2015	6/11/2015	7.50		
75	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	7.41		
76	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER CHARGES/OVERAGES	17005012	5/30/2015	6/19/2015	223.35		
77						Total:	\$863.01		
78									
79	COUNTY ATTORNEY								
80	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	ADMINISTRATION LEGAL FEES	111299	6/3/2015	6/11/2015	25,961.15		


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
81						Total:	\$25,961.15		
82									
83	COMMISSIONER OF THE REVENUE								
84	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	25.58		
85	M & W PRINTERS, INC.	PRINTING AND BINDING	PROGRAMMING AND FORMATTING	96661	6/11/2015	6/19/2015	968.16		
86	PALMYRA PRESS, INC.	PRINTING AND BINDING	WINDOW & REGULAR ENVELOPES	3269	5/29/2015	6/19/2015	519.00		
87	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	26.67		
88	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE FOR METER	71993	6/4/2015	6/19/2015	1,000.00		
89	PITNEY BOWES	LEASE/RENT	COMM OF REVENUE LEASING	1015396-JN15	6/18/2015	6/26/2015	561.18		
90	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	F4232210-15	6/1/2015	6/19/2015	44.10		
91	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	97.93		
92	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET MEMBERSHIP FEE	8415	5/31/2015	6/19/2015	300.00		
93	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	17.97		
94	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	301.54		
95						Total:	\$3,862.13		
96									
97	REASSESSMENT								
98	EVERETT M HANNAH	PROFESSIONAL SERVICES	HOURS WORKED 3-31 5-5 5-26	06012015	5/27/2015	6/5/2015	280.00		
99	GARY L. ELLIS	PROFESSIONAL SERVICES	HOURS WORKED 5-5 5-6 5-26	052715	5/27/2015	6/5/2015	300.00		
100	JOANN RAWLS	PROFESSIONAL SERVICES	HOURS WORKED 4-6 TO 5-26	05272015	5/27/2015	6/5/2015	353.00		
101	JOSEPH P. RONAN	PROFESSIONAL SERVICES	BOE	061715	6/17/2015	6/19/2015	40.00		
102	KAREN K. BERCAW	PROFESSIONAL SERVICES	HOURS WORKED 3-3 TO 5-26	052715	5/27/2015	6/5/2015	340.00		
103	THE DAILY PROGRESS	ADVERTISING	BOARD OF EQUALIZATION 4/8/15	3308197-040815	4/8/2015	6/5/2015	155.00		
104						Total:	\$1,468.00		
105									
106	TREASURER								
107	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	REVIEW REAL ESTATE STATEMENTS	1118-2015	5/2/2015	6/5/2015	3,975.00		
108	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	30.69		
109	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	CALCULATOR RIBBONS SCANNER	670219	5/20/2015	6/5/2015	90.00		
110	FLUVANNA REVIEW	ADVERTISING	FIRST HALF TAXES DUE AD	20-15F23-17	5/31/2015	6/19/2015	61.00		
111	M & W PRINTERS, INC.	PRINTING AND BINDING	POSTAGE METER BILLS MAILED 5-8	96067	5/13/2015	6/5/2015	7,922.65		
112	QUILL	OFFICE SUPPLIES	OFFICE SUPPLIES	4409786	5/20/2015	6/5/2015	23.07		
113	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	F3464500-15	6/1/2015	6/19/2015	40.75		
114	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	9.64		
115	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	49.82		
116	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MONTHLY BIZHUB	17054933	6/1/2015	6/19/2015	131.38		
117	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	26 DMV STOPS	062215	6/22/2015	6/26/2015	520.00		


	A	B	C	D	F	G	H	I	J
1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> <div>munis a tyler erp solutions</div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
118							Total:	\$12,854.00	
119									
120	INFORMATION TECHNOLOGY								
121	ACTIVE TECHNOLOGY SOLUTIONS,	PROFESSIONAL SERVICES	ADMIN BUILDING ETHERNET CABLIN	2871028-1	6/9/2015	6/26/2015	14,118.19		
122	BANK OF AMERICA	ADP SERVICES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	1,010.63		
123	BANK OF AMERICA	ADP SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	60.86		
124	BANK OF AMERICA	BOOKS/PUBLICATIONS	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	42.99		
125	BANK OF AMERICA	CONVENTION AND	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	(\$150.00)		
126	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	5.12		
127	CONTAINER RENTALS, LLC.	LEASE/RENT	DAILY RENTAL STORAGE UNIT	157517	5/31/2015	6/19/2015	130.57		
128	DELL MARKETING, L.P.	EDP EQUIPMENT	DELL PROF TOPLOAD	XJPJ2P6X3	5/30/2015	6/19/2015	1,496.99		
129	RAFALY ELECTRICAL CONTRACTORS,	PROFESSIONAL SERVICES	LABOR ETHERNET CABLES COURT	6305	5/28/2015	6/11/2015	526.25		
130	SHAREFILE	ADP SERVICES	ADDITIONAL USER	51711	6/11/2015	6/19/2015	17.70		
131	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	38.98		
132	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	2,146.40		
133	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	89.83		
134							Total:	\$19,534.51	
135									
136	FINANCE								
137	BANK OF AMERICA	OTHER OPERATING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	5.00		
138	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	20.46		
139	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	315.88		
140	THE ARTINA GROUP, INC.	OFFICE SUPPLIES	CHECKS	197443	5/30/2015	6/19/2015	631.77		
141	UPS	POSTAL SERVICES	SHIPPING CHARGES	0000Y7646Y235	5/30/2015	6/19/2015	31.72		
142	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	14.23		
143	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER LEASE FINANCE	17005013-1	5/30/2015	6/19/2015	169.45		
144							Total:	\$1,188.51	
145									
146	REGISTRAR/ELECTORAL BOARD								
147	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY BILLING 2/27-3/26	067350	3/30/2015	6/5/2015	310.00		
148	DALY COMPUTERS, INC.	OFFICE SUPPLIES	REPLACEMENT TOSHIBA SATELITE	PS10993078	5/29/2015	6/19/2015	35.00		
149	SAMS CLUB/GEMB	CONTRACT SERVICES	SAM'S CLUB ANNUAL MEMBERSHIP	8095	5/19/2015	6/5/2015	100.00		
150	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER ADMIN BUILDING	E4031010-15	5/1/2015	6/11/2015	24.78		
151	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	6.85		
152	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	49.82		
153							Total:	\$526.45	
154									


	A	B	C	D	F	G	H	I	J	
1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> <div>mantis a tyler arp solution</div>									
2										
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
155	HUMAN RESOURCES									
156	BANK OF AMERICA	CONVENTION AND	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	129.00			
157	BANK OF AMERICA	EMPLOYEE RECOGNITION	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	410.53			
158	E.W. THOMAS	EMPLOYEE RECOGNITION	MERCHANDISE	060915	6/9/2015	6/11/2015	11.95			
159	FLUVANNA REVIEW	RECRUITMENT	DIRECTOR IT AD	2015F25-11	6/18/2015	6/26/2015	61.00			
160	PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECKS	363385	6/1/2015	6/5/2015	29.95			
161	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	250.29			
162	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER LEASE	17021030	5/30/2015	6/19/2015	44.80			
163							Total:	\$937.52		
164										
165	GENERAL DISTRICT COURT									
166	CENTURYLINK	TELECOMMUNICATIONS	FLUV DIST COURT MAY 16- JUNE 15	309871364-51615	5/16/2015	6/5/2015	230.21			
167	PITNEY BOWES	MAINTENANCE CONTRACTS	COMBINED COURT LEASING	3083012-JN15	6/13/2015	6/26/2015	180.00			
168	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	16.41			
169	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	BUZHUB 284E GEN DIST COURT	17021032	5/25/2015	6/5/2015	161.51			
170	VIRGINIA WATERS, INC.	MAINTENANCE CONTRACTS	COURT COOLER RENTAL	17350-1	5/31/2015	6/19/2015	12.00			
171							Total:	\$600.13		
172										
173	COURT SERVICE UNIT									
174	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	20.46			
175	QUILL	OFFICE SUPPLIES	OFFICE SUPPLIES	4122136/4117860	5/12/2015	6/5/2015	428.79			
176	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	F5790520-15	6/1/2015	6/19/2015	13.50			
177	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	18.62			
178							Total:	\$481.37		
179										
180	CLERK OF THE CIRCUIT COURT									
181	BANK OF AMERICA	CONVENTION AND	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	121.70			
182	BANK OF AMERICA	OFFICE SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	20.12			
183	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	40.92			
184	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	CALCULATOR RIBBONS CIRCUIT	670237	5/28/2015	6/11/2015	125.00			
185	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	CIRCUIT COURT BANK SERVICE	060815	6/8/2015	6/11/2015	78.24			
186	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	CIRCUIT COURT PROFFESIONAL	46802	6/9/2015	6/11/2015	2,541.67			
187	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	CIRCUIT COURT WATER	F24843500-15	6/1/2015	6/11/2015	52.75			
188	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	152.20			
189	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	34.88			
190							Total:	\$3,167.48		
191										


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
192	CIRCUIT COURT JUDGE								
193	BOUSON E. PETERSON, JR.	OFFICE SUPPLIES	JURY REFRESHMENTS	REIMBURSEMENT	6/18/2015	6/26/2015	30.19		
194	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	15.35		
195	BRYAN J. CHAMBERS	COMPENSATION-	GRAND JURY SERVICE	0622155	6/22/2015	6/26/2015	210.00		
196	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	5.71		
197								Total:	\$261.25
198									
199	COMMONWEALTH ATTY								
200	BANK OF AMERICA	POSTAL SERVICES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	588.00		
201	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	20.46		
202	JEFF HAISLIP	CONVENTION AND	BERRY HILL CONFERENCE/EXEC	06215	6/2/2015	6/5/2015	127.65		
203	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	COMMONWEALTH ATTY WATER	F3547800-15	6/1/2015	6/11/2015	28.85		
204	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	16.66		
205	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	49.82		
206	VIRGINIA BUSINESS SYSTEMS	OFFICE SUPPLIES	COPIER PURCHASE	1999652	5/30/2015	6/19/2015	3,836.78		
207								Total:	\$4,668.22
208									
209	SHERIFF								
210	AT&T 286-3642	TELECOMMUNICATIONS	LONG DISTANCE SERVICE	7305055828001-1	5/31/2015	6/19/2015	73.80		
211	ATLANTIC EMERGENCY SOLUTIONS,	VEHICLES REP & MAINT	BATTERY AND A/C WORK PIERCE	10317ALB	5/20/2015	6/5/2015	483.61		
212	BANK OF AMERICA	FOOD SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	15.38		
213	BANK OF AMERICA	SUBSISTENCE & LODGING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	92.96		
214	BROWN HONDA-DODGE	VEHICLES REP & MAINT	DODGE CHARGER ENGINE REPAIRS	412376	6/8/2015	6/19/2015	753.35		
215	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	4 MOUNT AND BALANCE CHEVY	051915	5/19/2015	6/5/2015	70.00		
216	CANON SOLUTIONS AMERICA, INC.	MAINTENANCE CONTRACTS	COPIER MAINTENANCE	4016158832	6/4/2015	6/11/2015	16.34		
217	CENTURYLINK	TELECOMMUNICATIONS	SHERIFFS OFFICE MAY 16-JUN 16	309797542	5/16/2015	6/5/2015	1,283.03		
218	CHARLES W. BOURNE, III	VEHICLES REP & MAINT	REPAIRS TO 2012 DODGE CHARGER	5958	6/4/2015	6/11/2015	1,880.65		
219	CLEAR COMMUNICATIONS AND	BLDGS EQUIP REP & MAINT	RADIO REPAIR	105017	6/10/2015	6/19/2015	37.00		
220	CLEAR COMMUNICATIONS AND	VEHICLE/POWER EQUIP	VHF 14CM ANTENNA	104923	6/1/2015	6/11/2015	13.58		
221	CMI, INC.	POLICE SUPPLIES	SUPPLIES	811496	5/31/2015	6/19/2015	602.94		
222	EVIDENT CRIME SCENE PRODUCTS	POLICE SUPPLIES	SUPPLIES	95530A	6/8/2015	6/19/2015	125.50		
223	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	ULTRA STOP BRAKE PAD	015-280528	5/28/2015	6/5/2015	307.44		
224	GALLS, LLC.	POLICE SUPPLIES	FIRST DEFENSE AEROSOL ACCT #	0035855568	5/28/2015	6/5/2015	112.00		
225	GALLS, LLC.	UNIFORM/WEARING	MENS TROUSER	003531745	5/15/2015	6/5/2015	1,179.66		
226	GE CAPITAL	LEASE/RENT	BIZHUB PAYMENT	62782955	5/20/2015	6/5/2015	77.73		
227	HAPPY TAILS	AGRICULTURAL SUPPLIES	DOG FOOD	225	5/31/2015	6/19/2015	44.09		
228	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	STATE INSPECTION FORD EXPLORER	0020596	5/31/2015	6/19/2015	16.00		


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
229	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	2/16-2-28 FUEL PURCHASES	SQLCD00103635	6/2/2015	6/19/2015	267.57		
230	SHENANDOAH HARLEY DAVIDSON	VEHICLE/POWER EQUIP	REPLACE FRONT TIRE ON HARLEY	563753/563758	6/2/2015	6/11/2015	246.96		
231	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	VA STATE INSPECTION	53722	6/18/2015	6/26/2015	16.00		
232	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	4,949.03		
233	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE BY PHONE	17033861-1	5/15/2015	6/5/2015	52.00		
234	PSYCHOLOGICAL HEALTH ROANOKE	PROFESSIONAL SERVICES	SERVICE PH8551	PHR8551	3/31/2015	6/5/2015	170.00		
235	PUBLIC ENGINES INC	MAINTENANCE CONTRACTS	CRIME REPORTS RENEWAL	21717	6/1/2015	6/5/2015	1,794.00		
236	QUILL	OFFICE SUPPLIES	LASER JET CARTRIDGE	4898440	5/31/2015	6/19/2015	148.43		
237	SCARLETT'S FLOWERS & GIFT	OTHER OPERATING	RWB WEATH WITH STAND	052315	5/26/2015	6/5/2015	60.00		
238	SHENANDOAH VALLEY WATER	FOOD SUPPLIES	SHERIFF OFFICE WATER	F3822710-15	6/1/2015	6/11/2015	117.30		
239	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	10015188	5/14/2015	6/5/2015	394.16		
240	SOUTHERN POLICE EQUIPMENT	UNIFORM/WEARING	PROPPER MENS TACTICAL PANTS	180334	6/19/2015	6/26/2015	75.00		
241	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	0.00		
242	TOWN GUN SHOP, INC.	POLICE SUPPLIES	POINTBLANK BALLISTICS CARRIERS	R79132	5/20/2015	6/11/2015	619.00		
243	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	476.14		
244	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	ANNUAL BILLING FLV SHERIFF	150522-086	5/22/2015	6/5/2015	240.10		
245	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	SERVICE FOR MAY 2015	74258143	5/25/2015	6/11/2015	32.44		
246	VERIZON	TELECOMMUNICATIONS	WIRELESS AND DATA CHARGES	9746986895	6/8/2015	6/26/2015	1,751.25		
247	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	BIZHUB COPIER	17054935	6/1/2015	6/11/2015	77.73		
248	WAGNER'S MOBILE GLASS & MIRROR	VEHICLES REP & MAINT	PASSENGER SIDE MIRROR DODGE	06042015	6/1/2015	6/11/2015	110.00		
249	WEST RIVER AUTO	VEHICLES REP & MAINT	2008 CHEV IMPALA OIL CHANGE	32317	6/1/2015	6/11/2015	391.34		
250								Total:	\$19,173.51
251									
252	E911								
253	CENTURYLINK	TELECOMMUNICATIONS	FLUVANNA COUNTY WIRELINE	310042302-51015	5/10/2015	6/5/2015	9,206.66		
254	GALLS, LLC.	UNIFORM/WEARING	5 PT STAR BADGE	3663605	6/15/2015	6/26/2015	71.50		
255	NWG SOLUTIONS, LLC.	BLDGS EQUIP REP & MAINT	UBIQUITI UNIFI PRO AP	35057	5/8/2015	6/5/2015	280.80		
256	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	BLOCK TIME ON SITE SERVICE HOURS	35074	5/21/2015	6/5/2015	5,900.00		
257	NWG SOLUTIONS, LLC.	OTHER OPERATING	DUAL CORE SYSTEM BOARD	35281	6/15/2015	6/26/2015	145.00		
258	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	26.36		
259	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	3.08		
260	VERIZON	TELECOMMUNICATIONS	WIRELESS AND DATA CHARGES	9746986895	6/8/2015	6/26/2015	630.63		
261	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	BIZHUB COPIER	17054935	6/1/2015	6/11/2015	77.72		
262	WORLDWIDE INTERPRETERS, INC.	OTHER OPERATING	SPANISH INTERPERTER	25439	6/1/2015	6/26/2015	27.30		
263								Total:	\$16,369.05
264									
265	FIRE AND RESCUE SQUAD								

	A	B	C	D	F	G	H	I	J
1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> <div>munis a tyler erp solutions</div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
266	FLUVANNA COUNTY RESCUE SQUAD	FOUR FOR LIFE FUNDS	FOUR FOR LIFE ANNUAL PASS	4LIFE	6/17/2015	6/19/2015	10,736.21		
267	LAKE MONTICELLO FIRE & RESCUE	FOUR FOR LIFE FUNDS	FOUR FOR LIFE ANNUAL PASS	4LIFE	6/17/2015	6/19/2015	13,664.27		
268							Total:	\$24,400.48	
269									
270	CORRECTION AND DETENTION								
271	BANK OF AMERICA	FOOD SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	68.33		
272	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	MAY JUVENILE DETENTION CENTER	FY2015-00000946	5/22/2015	6/5/2015	15,244.92		
273	E.W. THOMAS	FOOD SUPPLIES	INMATE MEALS	1021	6/8/2015	6/11/2015	6.99		
274							Total:	\$15,320.24	
275									
276	BUILDING INSPECTIONS								
277	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	20.46		
278	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL PURCHASES VOYAGER	SQLCD00111072	6/2/2015	6/19/2015	167.44		
279	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	147.30		
280	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	6.13		
281	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	59.82		
282							Total:	\$401.15	
283									
284	EMERGENCY MANAGEMENT								
285	BANK OF AMERICA	CONVENTION AND	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	105.29		
286	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL PURCHASES VOYAGER	SQLCD00111072	6/2/2015	6/19/2015	31.13		
287	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	29.45		
288	RECTOR & VISITORS OF THE	PROFESSIONAL SERVICES	EMS COVERAGE MAY 1-31, 2015	06112015	6/11/2015	6/19/2015	96,651.27		
289	RICH CONSTANTINO	CONVENTION AND	FIREFIGHTER CLASS LUNCH AND	20776	6/17/2015	6/19/2015	316.85		
290							Total:	\$97,133.99	
291									
292	ANIMAL CONTROL								
293	BANK OF AMERICA	SUBSISTENCE & LODGING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	831.92		
294	COMMONWEALTH OF VIRGINIA	PROFESSIONAL SERVICES	DOG AUTOPSY	B036151	4/30/2015	6/11/2015	207.75		
295	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	426.09		
296	TOWN GUN SHOP, INC.	UNIFORM/WEARING	BALLISTICS CARRIERS	R79151	5/31/2015	6/19/2015	619.00		
297							Total:	\$2,084.76	
298									
299	LITTER								
300	CLEAN HARBORS DISPOSAL	OTHER OPERATING	MOBILIZATION/DEMOBILIZATION	060315	6/3/2015	6/19/2015	19,506.97		
301	VIRGINIA RECYCLING CORPORATION	OTHER OPERATING	2 TRAILER TIRES EARTH DAY	061515	6/15/2015	6/19/2015	4,200.00		
302							Total:	\$23,706.97	


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
303									
304	FACILITIES								
305	ALBEMARLE LOCK & SAFE, INC.	BLDGS EQUIP REP & MAINT	KEYS FOR FORD TRUCK	51634	6/19/2015	6/26/2015	174.00		
306	BANK OF AMERICA	CONTRACT SERVICES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	188.00		
307	BFPE INTERNATIONAL	BLDGS EQUIP REP & MAINT	FLUVANN COUNTY COURT BLDG	1848884	6/10/2015	6/19/2015	246.00		
308	BLUE RIDGE BUILDERS SUPPLY, INC.	GENERAL MATERIALS AND	LATEX HI GLOW 1 GALLON ACRYLIC	1505-192287	6/4/2015	6/11/2015	164.24		
309	CAMPBELL EQUIPMENT, INC.	BLDGS EQUIP REP & MAINT	TRAILER TIRES	061015	6/10/2015	6/19/2015	174.98		
310	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	REPAIR PATCH WHEEL	060415	6/4/2015	6/11/2015	51.83		
311	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	20.46		
312	CII SERVICE	BLDGS EQUIP REP & MAINT	HEAT PUMP REPLACEMENT	7329	5/31/2015	6/19/2015	5,325.50		
313	CINTAS	LAUNDRY AND DRY	UNIFORMS	394658089	6/4/2015	6/11/2015	747.00		
314	COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	16 YEARS MULCH	052915	5/29/2015	6/11/2015	1,878.00		
315	E.W. THOMAS	GENERAL MATERIALS AND	MATERIALS AND SUPPLIES	060515	6/5/2015	6/19/2015	19.36		
316	E.W. THOMAS	SUBSISTENCE & LODGING	MATERIALS AND SUPPLIES	060515	6/5/2015	6/19/2015	28.68		
317	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	MAINTENANCE ITEMS	05312015	5/31/2015	6/11/2015	198.31		
318	GARDENKEEPERS OF VIRGINIA, LLC.	BLDGS EQUIP REP & MAINT	CUT GRASS CUNNINGHAM AND	6042	6/1/2015	6/11/2015	280.00		
319	GARY OSTEEN PLUMBING	CONTRACT SERVICES	PRESSURE SWITCH, LEAK REPAIR	05292015	5/29/2015	6/11/2015	9,416.84		
320	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	MAINTENANCE SUPPLIES	PSA100070	5/31/2015	6/11/2015	151.05		
321	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	MAINTENANCE SUPPLIES	PSA100070	5/31/2015	6/11/2015	109.29		
322	LANE TECHNOLOGY, INC.	BLDGS EQUIP REP & MAINT	SOCIAL SERV BLD LANDING	2025	5/29/2015	6/11/2015	2,374.32		
323	LOWE'S	GENERAL MATERIALS AND	MAINTENANCE SUPPLIES	052515	5/25/2015	6/11/2015	1,814.30		
324	M & N INDUSTRIES, INC.	BLDGS EQUIP REP & MAINT	COMPRESSOR FRAME	6616	6/4/2015	6/11/2015	349.00		
325	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	INSPECTION CHRYSLER 200	0020394	6/3/2015	6/11/2015	223.58		
326	OLIVER ROOFING & GUTTER	BLDGS EQUIP REP & MAINT	FLASHING REPAIR ADMIN BLDG	060815	6/8/2015	6/11/2015	365.00		
327	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	1,391.90		
328	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	VARIOUS ELECTRICAL REPAIRS	6298-6304 6306	5/28/2015	6/11/2015	1,761.50		
329	ROBERT BROOKE & ASSOCIATES	BLDGS EQUIP REP & MAINT	TOP HINGE CASTING	36280	5/27/2015	6/19/2015	63.66		
330	RUHLMAN'S HAULING	BLDGS EQUIP REP & MAINT	GRAVEL FOR DOG PARK	061115	6/11/2015	6/19/2015	329.72		
331	T.G.'S LOCK & SAFE SERVICE	BLDGS EQUIP REP & MAINT	PANIC BAR LOCK MAINT-REPAIR	TGM	6/2/2015	6/11/2015	295.00		
332	TRACTOR HILL EQUIPMENT, LLC.	BLDGS EQUIP REP & MAINT	V BELT W/ARAMID	6513	5/21/2015	6/19/2015	193.71		
333	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	7.21		
334	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	241.23		
335						Total:	\$28,583.67		
336									
337	GENERAL SERVICES								
338	AQUA VIRGINIA, INC.	WATER SERVICES	WATER 197 MAIN STREET	0605152	6/5/2015	6/19/2015	458.96		
339	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	CUNNINGHAM DIST SCHOOL 4/27-5/25	2133-003	5/27/2015	6/11/2015	5,890.11		


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
340	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	060515	6/5/2015	6/19/2015	149.31		
341	CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE BILLING FOR APRIL	A326089	5/28/2015	6/11/2015	50.00		
342	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	1,324.86		
343	CII SERVICE	MAINTENANCE CONTRACTS	JUNE SERVICE	7350	6/15/2015	6/26/2015	2,437.00		
344	CINTAS	MAINTENANCE CONTRACTS	MEDICINE CABINET	5003134588	6/11/2015	6/19/2015	135.78		
345	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FLUVANNA COUNTY POWER BILLS	063015	5/28/2015	6/11/2015	9,984.51		
346	DOMINION VIRGINIA POWER	STREET LIGHTS	STREET LIGHTING ELECTRIC	052915-11	5/29/2015	6/11/2015	464.54		
347	GENERATOR SERVICE COMPANY	MAINTENANCE CONTRACTS	RESET TRANSFER SWITCH KOHLER	14898	6/1/2015	6/11/2015	305.00		
348	INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	795053	6/14/2015	6/26/2015	290.00		
349	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	WASTE MANAGEMENT	0410-000581721	5/31/2015	6/11/2015	1,272.89		
350	SHENANDOAH VALLEY WATER	WATER SERVICES	WATER LAND FILL	F24842500-15	6/1/2015	6/19/2015	42.90		
351	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	TANK RENT	060115	6/1/2015	6/11/2015	13.00		
352	THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	CARYSBROOK MAINTENANCE	3001867969	6/1/2015	6/11/2015	1,028.36		
353	TIGER FUEL COMPANY	HEATING SERVICES	FUEL	061615	6/16/2015	6/19/2015	724.79		
354									
355									
356	PUBLIC WORKS						Total:	\$24,572.01	
357	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	20.46		
358	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	2/16-2-28 FUEL PURCHASES	SQLCD00103635	6/2/2015	6/19/2015	49.91		
359	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	44.77		
360	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	103.35		
361	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICAL MINOLTA COPIER	17054934	6/1/2015	6/11/2015	231.69		
362									
363									
364	CONVENIENCE CENTER						Total:	\$450.18	
365	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL PHONES MAY-JUNE	310392717-1	5/16/2015	6/11/2015	58.18		
366	LEGACY SIGNS & GRAPHICS	BLDGS EQUIP REP & MAINT	STICKER ORDER	2015-237	5/4/2015	6/11/2015	250.04		
367	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILETS 5/11-6/7	83820	6/8/2015	6/19/2015	60.00		
368	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	84.56		
369	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	31.64		
370									
371									
372	HEALTH						Total:	\$484.42	
373	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	178.33		
374	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	17.69		
375									
376									
							Total:	\$196.02	


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
377	VJCCCA								
378	COMPASS YOUTH & FAMILY	PROFESSIONAL SERVICES	IN HOME COUNSELING	28182	4/30/2015	6/5/2015	660.00		
379	DETOUR MENTORING	PROFESSIONAL SERVICES	MENTORING SERVICES	061715	6/17/2015	6/26/2015	1,300.00		
380						Total:	\$1,960.00		
381									
382	CSA								
383	BANK OF AMERICA	OFFICE SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	112.52		
384	BANK OF AMERICA	SUBSISTENCE & LODGING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	7.79		
385	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	10.23		
386	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER LEASE	16997001	5/30/2015	6/19/2015	92.46		
387						Total:	\$223.00		
388									
389	CSA PURCHASE OF SERVICES								
390	A. JAMES ANDERSON, P.H.D	COMM SVCS		P06030707957	6/1/2015	6/26/2015	1,170.00		
391	ADDICTION RECOVERY SYSTEMS,	COMM SVCS		P05030697653	6/9/2015	6/11/2015	201.50		
392	BLUE RIDGE RESOLUTIONS, PLLC	COMM SVCS		P05030709957	6/9/2015	6/11/2015	750.00		
393	BUILDING HEALTHY CONNECTIONS,	COMM SVCS		P04030709651	4/30/2015	6/26/2015	567.00		
394	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P05030675054	6/9/2015	6/11/2015	2,924.00		
395	COMPASS YOUTH & FAMILY	COMM SVCS		P04000774049	6/9/2015	6/11/2015	5,203.75		
396	CRAIG VILLALON LCSW	COMM SVCS		P02030689751	6/9/2015	6/11/2015	300.00		
397		COMM SVCS		P05030702366	5/31/2015	6/26/2015	1,125.00		
398	DETOUR MENTORING	COMM SVCS		P05030704861	5/31/2015	6/26/2015	5,955.00		
399	DETOUR MENTORING	POS MAND SVCS IN PUBLIC		P05000761973	5/31/2015	6/26/2015	450.00		
400	DISCOVERY SCHOOL	RES. CONG. CARE		P05000776061	6/9/2015	6/11/2015	21,700.00		
401		COMM SVCS		P05030704356	6/9/2015	6/11/2015	360.00		
402	ELK HILL	COMM SVCS		P05000769262	5/31/2015	6/26/2015	360.00		
403	ELK HILL	POS MANDATED SPED-		P05000757648	5/31/2015	6/26/2015	10,100.00		
404	FAMILY PRESERVATION SERV.	COMM SVCS		P04000773653	4/30/2015	6/26/2015	32,115.00		
405		COMM SVCS		P05030707555	6/9/2015	6/11/2015	800.00		
406		COMM SVCS		P05030710660	5/31/2015	6/26/2015	360.00		
407	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P04000775068	4/30/2015	6/26/2015	4,877.00		
408		COMM SVCS		P05000774258	6/9/2015	6/11/2015	120.00		
409	KEYSTONE NEWPORT NEWS, LLC.	EDUC SVCS CONG CARE		P04000772059	6/9/2015	6/11/2015	3,500.00		
410	KEYSTONE NEWPORT NEWS, LLC.	RES. CONG. CARE		P04000772160	6/9/2015	6/11/2015	13,200.00		
411	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P05000769649	5/31/2015	6/26/2015	37,600.00		
412	PEOPLE PLACES, INC.	COMM SVCS		P05030708064	5/31/2015	6/26/2015	812.50		
413	PEOPLE PLACES, INC.	POS MAND SPEC FC		P05030674771	5/31/2015	6/26/2015	3,778.81		

	A	B	C	D	F	G	H	I	J	
1										
2	County of Fluvanna Accounts Payable List			From Date: 6/1/2015 To Date: 6/29/2015						
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
414	REBECCA MAYO PITTS	COMM SVCS		P05030707865	5/31/2015	6/26/2015	260.00			
415	REGION TEN	COMM SVCS		P03030705552	6/9/2015	6/11/2015	1,624.26			
416	UNITED METHODIST FAMILY	TFC LIC. RES CONG CARE		P04030697272	4/30/2015	6/26/2015	2,941.39			
417	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P05000766269	5/31/2015	6/26/2015	3,800.00			
418	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P05000770950	5/31/2015	6/26/2015	23,493.75			
419							Total:	\$180,448.96		
420										
421	PARKS & RECREATION									
422	BANK OF AMERICA	PRINTING AND BINDING	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	175.78			
423	BANK OF AMERICA	RECREATIONAL SUPPLIES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	3,405.83			
424	CENTURYLINK	TELECOMMUNICATIONS	P&R PHONES 5/16-6/15	309373828-1	5/16/2015	6/11/2015	595.46			
425	E.W. THOMAS	RECREATIONAL SUPPLIES	MERCHANDISE	060915	6/9/2015	6/11/2015	148.33			
426	FLUVANNA CO PUBLIC SCHOOLS	PROFESSIONAL SERVICES	FLUCOS BASKETBALL CAMP	1-A	6/2/2015	6/19/2015	535.50			
427	FLUVANNA COUNTY CHAMBER OF	ADVERTISING	BBQ BANDS AND BREWS BOOTH FEE	060115	6/1/2015	6/11/2015	100.00			
428	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	SUMMER CAMP STAFF SHIRTS	059424A	6/5/2015	6/11/2015	373.98			
429	JOSEPH MICHAEL ORSOLINI	PROFESSIONAL SERVICES	CPR & FIRST AID P&R	101	5/16/2015	6/11/2015	390.00			
430	LEGACY SIGNS & GRAPHICS	FURNITURE & FIXTURES	PARK & REC PLEASANT GROVE	2015-246	6/8/2015	6/11/2015	495.00			
431	MO-JOHNS, INC.	CONTRACT SERVICES	PORTA TOILETS	83053-83056	6/4/2015	6/11/2015	640.00			
432	NICOLE HACKENBERG	PROFESSIONAL SERVICES	PARKS AND REC VOLLEYBALL CAMP	34-1	6/1/2015	6/11/2015	707.70			
433	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	238.60			
434	PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES	BACKGROUND CHECKS	363385	6/1/2015	6/5/2015	220.00			
435	RIDDEL/ALL AMERICAN SPORTS	RECREATIONAL SUPPLIES	POWER VOLLEYBALL NET	97692166	5/20/2015	6/11/2015	445.00			
436	SAMS CLUB/GEMB	DUES OR ASSOCIATION	ANNUAL MEMBERSHIP FEE P&R	996322	5/19/2015	6/11/2015	135.00			
437	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	PARKS AND REC WATER	3442800-15	6/1/2015	6/11/2015	128.45			
438	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	F4031010-15	6/1/2015	6/19/2015	50.06			
439	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8034594396	5/31/2015	6/19/2015	(\$208.49)			
440	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	SERVICE FOR MAY 2015	74258143	5/25/2015	6/11/2015	173.17			
441	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	49.82			
442	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MURATEC COPIER	17021031	5/25/2015	6/11/2015	593.66			
443							Total:	\$9,392.85		
444										
445	LIBRARY									
446	BANK OF AMERICA	BOOKS/PUBLICATIONS	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	234.97			
447	CENTURYLINK	TELECOMMUNICATIONS	FLUVANNA LIBRARY PHONE 5/16-6/15	309647441	5/16/2015	6/11/2015	1,462.57			
448	DEMCO	OFFICE SUPPLIES	LIBRARY SUPPLIES	5609915	5/27/2015	6/11/2015	101.43			
449	GALE	BOOKS/PUBLICATIONS	MEMORY MAN	55038066	4/28/2015	6/26/2015	25.20			
450	SHENANDOAH VALLEY WATER	LEASE/RENT	LIBRARY WATER	F5329010-15	6/1/2015	6/26/2015	10.00			

	A	B	C	D	F	G	H	I	J
1									
2	County of Fluvanna Accounts Payable List		From Date: 6/1/2015 To Date: 6/29/2015						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
451	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	LIBRARY WATER	F5329010-15	6/1/2015	6/26/2015	30.75		
452	SHOWCASES	OFFICE SUPPLIES	LIBRARY AUDIOBOOKS	286252	5/28/2015	6/11/2015	201.63		
453							Total:	\$2,066.55	
454									
455	COUNTY PLANNER								
456	AMERICAN PLANNING ASSOCIATION	DUES OR ASSOCIATION	APA VA CHAPTER AICP CPD SMALL	213633-150405	5/22/2015	6/5/2015	560.00		
457	BANK OF AMERICA	CONVENTION AND	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	125.00		
458	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	25.58		
459	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	2/16-2-28 FUEL PURCHASES	SQLCD00103635	6/2/2015	6/19/2015	26.37		
460	JASON STEWART	SUBSISTENCE & LODGING	PARKING REIMBURSEMENT	060115	6/1/2015	6/5/2015	16.00		
461	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	109.63		
462	TIMMONS GROUP	CONTRACT SERVICES	PARCEL MAINTENANCE	170064	6/9/2015	6/19/2015	600.00		
463	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	23.81		
464	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	99.64		
465	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER LEASE - PLANNING & ZONI	17021029	5/25/2015	6/19/2015	307.56		
466							Total:	\$1,893.59	
467									
468	PLANNING COMMISSION								
469	CITYSCAPE CONSULTANTS, INC.	PROFESSIONAL SERVICES	MODIFY UPGRADE TOWER 6021 T J	141	6/12/2015	6/26/2015	8,000.00		
470	FLUVANNA REVIEW	ADVERTISING	PUB HEAR AD 5-27 BOS AD 6-3	2015F21-8	5/21/2015	6/5/2015	850.00		
471							Total:	\$8,850.00	
472									
473	ECONOMIC DEVELOPMENT								
474	BANK OF AMERICA	CONVENTION AND	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	(\$196.04)		
475	BANK OF AMERICA	PROFESSIONAL SERVICES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	438.00		
476	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	5.12		
477	PRINCE WILLIAM COUNTY	PROFESSIONAL SERVICES	ZION CROSSROADS GUIDE BOOK	2185	5/19/2015	6/26/2015	379.55		
478	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	49.82		
479							Total:	\$676.45	
480									
481	VA COOPERATIVE EXTENSION								
482	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES MAY 16-JUN15	309762613-1	5/16/2015	6/5/2015	25.58		
483	FLUVANNA ACE HARDWARE	CONTRACT SERVICES	PAINT SUPPLIES	046363	5/13/2015	6/5/2015	37.88		
484	JOHN THOMPSON	CONTRACT SERVICES	ELC MEETING SUPPLIES	052715	5/27/2015	6/5/2015	10.98		
485	JOHN THOMPSON	TELECOMMUNICATIONS	ELC MEETING SUPPLIES	052715	5/27/2015	6/5/2015	68.18		
486	KIMBERLY MAYO	OTHER OPERATING	4H CAMP LEADER TRAINING AG DAY	052715	5/27/2015	6/5/2015	218.90		
487	THE CHAMELEON	CONTRACT SERVICES	T SHIRTS/ PRINTING CHARGE SET UP	1505291	5/29/2015	6/5/2015	1,109.34		

	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
488	TREASURER OF VA TECH	CONTRACT SERVICES	BILLING SALARY FY15 4TH QUARTER	06012015	5/29/2015	6/5/2015	16,931.83		
489	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	19.15		
490							Total:	\$18,421.84	
491									
492									
493	Fund # - 302 CAPITAL IMPROVEMENT								
494	IT CAPITAL PROJECT								
495	TYLER TECHNOLOGIES	CONTRACT SERVICES	IMPLEMENTATION	045-133596	5/2/2015	6/11/2015	8,203.89		
496							Total:	\$8,203.89	
497									
498	E911 CAPITAL PROJECT								
499	BANK OF AMERICA	CONTRACT SERVICES	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	149.81		
500							Total:	\$149.81	
501									
502	FACILITIES CAP PROJ								
503	ACTIVE TECHNOLOGY SOLUTIONS,	CONTRACT SERVICES	ADMIN BUILDING ETHERNET CABLIN	2871028-1	6/9/2015	6/26/2015	2,507.65		
504	BFPE INTERNATIONAL	CONTRACT SERVICES	WET SPRINKLER INSPECTION	1847437	5/29/2015	6/11/2015	290.00		
505	CHARLES EDWARD GARRISON, II	CONTRACT SERVICES	COUNTY ADMIN OFFICE PAINTING	061615	6/16/2015	6/19/2015	2,535.00		
506	COMMONWEALTH INTERIORS	CONTRACT SERVICES	ACOUSTICAL CEILINGS AND REMOVAL	2015-102	5/26/2015	6/11/2015	9,113.00		
507	INTRASTATE PEST	CONTRACT SERVICES	PEST CONTROL BALL FIELD	791569	6/14/2015	6/26/2015	80.00		
508	JOHN VAUGHAN	CONTRACT SERVICES	MAINTENANCE SHOP WORK	2340	5/22/2015	6/11/2015	1,462.00		
509	LANE TECHNOLOGY, INC.	CONTRACT SERVICES	MACAA REPAIR SIDEWALKS	2024	5/29/2015	6/11/2015	2,461.62		
510	OLD DOMINION ABATEMENT &	CONTRACT SERVICES	MOLD REMEDIATION ADMIN	150524-OD	5/29/2015	6/11/2015	15,000.00		
511	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	VARIOUS ELECTRICAL REPAIRS	6298-6304 6306	5/28/2015	6/11/2015	3,620.00		
512	RICH MASONRY, INC.	CONTRACT SERVICES	MASONRY WORK ADMIN BLDG	368	6/8/2015	6/19/2015	11,110.86		
513	STEMMLE PLUMBING & REPAIR	CONTRACT SERVICES	STORM LINE STOPPAGE	16910	6/11/2015	6/26/2015	325.00		
514	T.G.'S LOCK & SAFE SERVICE	CONTRACT SERVICES	ENTRY KNOBLOCKS	061015	6/10/2015	6/19/2015	620.00		
515	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	ALBESTOS INSPECTION ADMIN	04102015	4/10/2015	6/11/2015	1,545.00		
516							Total:	\$50,670.13	
517									
518	PUBLIC WORKS CAPITAL PROJECT								
519	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	PROJECT B14119B-01 FLUVANNA	2015040188	4/30/2015	6/11/2015	3,105.00		
520							Total:	\$3,105.00	
521									
522	SCHOOL OPS & MAINT CAP PROJ								
523	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	Middle School Renovation - A/E	2015040553	4/30/2015	6/19/2015	153,305.53		
524	PUFF, INC.	CONTRACT SERVICES	REPAIR LEAKS IN FLUVANNA MIDDLE	2112	5/27/2015	6/19/2015	7,554.00		

	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
525	TREMCO/WEATHERPROOFING	CONTRACT SERVICES	MIDDLE SCHOOL ROOF SURVEY	93372725	5/27/2015	6/26/2015	4,028.15		
526						Total:	\$164,887.68		
527									
528	SCHOOL TECH CAP PROJ								
529	GENERATOR SERVICE COMPANY	CONTRACT SERVICES	PM SERVICE AND INSPECTION	14912	6/1/2015	6/19/2015	283.45		
530	SYCOM	CONTRACT SERVICES	SOFTWARE	I0034084	5/20/2015	6/11/2015	14.00		
531	TYLER TECHNOLOGIES	CONTRACT SERVICES	MUNIS IMPLEMENTATION AP	045-135303	5/14/2015	6/5/2015	11,999.31		
532	TYLER TECHNOLOGIES	PROFESSIONAL SERVICES	MUNIS IMPLEMENTATION PROJECT	045-123933	12/9/2014	6/5/2015	4,000.00		
533	VIRGINIA ELECTRONICS	CONTRACT SERVICES	ELECTRONIC SUPPLIES	1302216-02/03	5/18/2015	6/5/2015	318.80		
534						Total:	\$16,615.56		
535									
536	PARKS & RECREATION CAP PROJ								
537	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	PLEASANT GROVE STAGE 200 AMP	6297	5/28/2015	6/11/2015	2,875.00		
538						Total:	\$2,875.00		
539									
540	PLANNING CAPITAL PROJECT								
541	RUMMEL, KLEPPER, & KAHL, LLP.	CONTRACT SERVICES	FORK UNION STREETScape	08	6/8/2015	6/19/2015	8,975.83		
542	UPS	CONTRACT SERVICES	SHIPPING CHARGES	0000Y7646Y235	5/30/2015	6/19/2015	7.32		
543						Total:	\$8,983.15		
544									
545									
						302 CAPITAL IMPROVEMENT	Fund Total:	\$255,490.22	
546	Fund # - 401 DEBT SERVICE								
547	DEBT SERVICE - COUNTY								
548	U.S. BANK	ADMINISTRATIVE FEES	FINANCE ADMINSTRATIVE FEE	3986003	5/22/2015	6/11/2015	400.00		
549						Total:	\$400.00		
550									
551									
						401 DEBT SERVICE	Fund Total:	\$400.00	
552	Fund # - 502 SEWER								
553	UTILITY OPERATIONAL EXPENSES								
554	CENTURYLINK	TELECOMMUNICATIONS	WASTE WATER PLANT PHONE 5/19-	310089744	5/19/2015	6/11/2015	89.39		
555	CINTAS	LAUNDRY AND DRY	UNIFORMS	394658090	6/4/2015	6/11/2015	61.50		
556	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	7712348080	5/28/2015	6/11/2015	761.41		
557	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	56912	6/3/2015	6/11/2015	147.00		
558	USABUEBOOK	BLDGS EQUIP REP & MAINT	REPLACEMENT CAP INTELICAL	648902	5/19/2015	6/11/2015	137.29		
559						Total:	\$1,196.59		
560									
561									
						502 SEWER	Fund Total:	\$1,196.59	

	A	B	C	D	F	G	H	I	J	
1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 6/1/2015</div> <div>To Date: 6/29/2015</div> <div></div>									
2										
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
562	Fund # - 505 FORK UNION SANITARY DISTRICT									
563	FUSD OPERATIONAL EXPENSES									
564	BANK OF AMERICA	VEHICLE/POWER EQUIP	SMALL PURCHASES STATMENT	053115	6/15/2015	6/19/2015	27.93			
565	CENTURYLINK	TELECOMMUNICATIONS	FUSD PHONES MAY-JUNE	309719161	5/16/2015	6/11/2015	194.74			
566	CINTAS	LAUNDRY AND DRY	UNIFORMS	394658090	6/4/2015	6/11/2015	216.50			
567	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FUSD WATER PUMP 4/24-5/26	8434345008	5/28/2015	6/11/2015	2,957.54			
568	E.W. OWEN	LEASE/RENT	WELL RENT	06012015	6/1/2015	6/11/2015	150.00			
569	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	PLUMBING PARTS	2136971	5/20/2015	6/26/2015	38.55			
570	LOWE'S	GENERAL MATERIALS AND	MAINTENANCE SUPPLIES	052515	5/25/2015	6/11/2015	37.91			
571	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL PURCHASES VOYAGER	SQLCD00111072	6/2/2015	6/19/2015	116.70			
572	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	83821	6/8/2015	6/19/2015	60.00			
573	PETROLEUM TRADERS CORP	VEHICLE FUEL	FUEL CHARGES FOR MAY 2015	895997	6/25/2015	6/26/2015	558.21			
574	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	VITA CHARGES FOR APRIL 2015	T285884	5/29/2015	6/5/2015	84.62			
575	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	SERVICE FOR MAY 2015	74258143	5/25/2015	6/11/2015	32.45			
576	VERIZON WIRELESS	TELECOMMUNICATIONS	ACCOUNT #7219701783-00001 APR20-	9745919766	5/19/2015	6/5/2015	132.78			
577							Total:	\$4,607.93		
578										
579	505 FORK UNION SANITARY DISTRICT						Fund Total:	\$4,607.93		
580							Total Expenditures by Fund:	\$835,956.15		

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: July 15, 2015

AGENDA TITLE:	FY15 Cell Tower Budget Supplement				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$8,000.00 to the FY15 Planning Commission Budget to reflect an increase in the number of cell tower applications. These are pass-through funds.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the supplemental appropriation as stated above.				
TIMING:	Routine				
DISCUSSION:	During the FY15 Budget process, the amount of cell tower applications to be received was based upon projected estimates at the time. The FY15 estimates for special use permits and the associated expenditures were underestimated. A supplemental appropriation of \$22,000 was approved during the Board meeting of July 1. Since that time, additional revenue of \$8,000.00 has been received for two additional applications for FY15.				
FISCAL IMPACT:	The FY15 General Fund Budget will increase by \$8,000.00				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS	Legal	Finance	Purchasing	HR	Other
		XX			



FLUVANNA COUNTY BUILDING INSPECTIONS
MONTHLY BUILDING INSPECTION REPORT
JUNE 2015

USE	Jun-14	VALUE	YTD 14	VALUE	Jun-15	VALUE	YTD 15	VALUE	Jun/Diff	VALUE	YTD PERMITS	VALUE
New Homes	16	2,796,000	43	8,039,186	12	3,332,029	52	11,402,265	-4	536,029	9	3,363,079
Duplex	0	0	0	0	0	-	0	-	0	-	0	-
Single Family (Attached)	0	0	6	750,000	0	-	2	423,000	0	-	-4	(327,000)
Adds&Alterations	28	259,659	139	1,509,716	30	314,328	168	3,598,420	2	54,669	29	2,088,704
Garages & Carports	0	0	4	358,500	0	-	9	147,500	0	-	5	(211,000)
Accessory Buildings	1	25,000	5	86,800	0	-	5	315,339	-1	(25,000)	0	228,539
Single Wide MH	0	0	2	48,000	1	5,000	2	56,488	1	5,000	0	8,488
Swimming Pools	2	38,674	2	38,674	0	-	1	36,500	-2	(38,674)	-1	(2,174)
Recreational Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Business Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Industrial Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Other Buildings	0	0	1	1,538,885	1	629,000	3	729,000	1	629,000	2	(809,885)
TOTALS	47	3,119,333	202	12,369,761	44	4,280,357	242	16,708,512	-3	1,161,024	40	4,338,751

FEES	Jun-14	PREV TOT	YTD 14	Jun-15	PREV TOT	YTD 15	DIFFERENCE	DIFFERENCE YTD
Building Permits	\$ 18,950.01	45,264.88	64,214.89	\$ 16,628.29	\$ 58,338.74	\$ 74,967.03	(2,321.72)	10,752.14
Land Disturb Permits	\$ 8,500.00	9,360.00	17,860.00	\$ 1,850.00	\$ 9,250.00	\$ 11,100.00	(6,650.00)	(6,760.00)
Zoning Permits/Proffers	\$ 2,400.00	18,350.00	20,750.00	\$ 1,850.00	\$ 7,950.00	\$ 9,800.00	(550.00)	(10,950.00)
TOTALS	\$ 29,850.01	72,974.88	102,824.89	\$ 20,328.29	\$ 75,538.74	\$ 95,867.03	\$ (9,521.72)	(6,957.86)

	Jun-14	PREVIOUS	YTD 14	Jun-15	PREVIOUS	YTD 15		
INSPECTIONS	168	680	848	232	766	998	64	150


Darius S. Lester
 Building Official

() represents a negative

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: July 15, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY15 Capital Reserve Balances

The FY15 Capital Reserve account balances are as follows:

County Capital Reserve:

FY14 Carryover	\$2,470.00
FY15 Beginning Budget:	\$200,000.00
Less: Permanent Pleasant Grove Sign at Entrance to Pleasant Grove 9.3.14	-\$15,000.00
Less: Correct Health & Safety Code Violations at Various County Bldgs 9.3.14	-\$35,000.00
Less: Mold Remediation & Related Work at Community Center & Performing Arts Building 12.3.14	-\$21,000.00
Less: Installation of Restroom Fans, Treasurer's Building 12.3.14	-\$3,000.00
Less: Correction to Mold Remediation & Related Work at Community Center & Performing Arts Building 12.17.14	-\$2,100.00
Less: Plaster Repairs and Painting of Water Damaged Ceiling at Performing Arts Center 12.17.14	-\$2,400.00
Less: Specified Repairs to Exterior of the Administration Building 12.17.14	-\$22,500.00
Less: Replace Gutters and Downspouts on Administration Building 1.7.15	-\$12,900.00
Less: Correction to Plaster Repairs and Painting of Water Damaged Ceiling at Performing Arts Center 1.7.15	-\$600.00
Less: Unforeseen work on Work Space Renovation and Space Utilization Project (formerly MACAA) 3.4.15	-\$25,000.00

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

Less: Heavy Duty Equipment Trailer 3.4.15	-\$10,000.00
Less: Pleasant Grove House Well 5.20.15	-24,500.00
Less: Roof and Basement Drainage System for Community Center 6.17.15	-12,500.00
Available:	\$15,970.00

Schools Capital Reserve:

FY14 Carryover	\$122,693.00
FY15 Beginning Budget:	\$200,000.00
Less: Carysbrook Elementary Music Room Carpet Replacement 7.2.14	-\$3,520.00
Less: Central Elementary Asbestos Abatement and Air Tests 7.2.14	-\$3,100.00
Less: Central/West Central Flooring 9.3.14	-\$76,600.00
Less: Materials and Service to Migrate the FCPS Bus Radio System to the Base of the Communication Towers as directed by the LOA Agreement 1.7.15	-\$5,750.00
Less: Fluvanna Middle School Track Repairs 3.4.15	-\$7,490.00
Less: Carysbrook Elementary School Roof Repair 4.1.15	-8,000.00
Less: Special Needs Bus A/C Replacement 6.3.15	-9,500.00
Less: Refinish Gym Floor at Fluvanna County High School 6.3.15	-5,000.00
Available:	\$203,733.00

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: July 15, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY15 BOS Contingency Balance

The FY15 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Sheriff's Office Unclaimed Body Charges 10.1.14	-\$1,712.00
Less: Info Tech MUNIS Tax Project Training 10.1.14	-\$16,000.00
Less: Parks & Recreation Earth Day Funding 12.3.14	-\$13,500.00
Less: Facilities / Commonwealth Attorney's Office Inspection 5.6.15	-2,800.00
Less: Fluvanna SPCA Audit 6.17.15	-4,340.00
Less: Fork Union Streetscape Additional Charges 7.1.15	-10,000.00
Available:	\$101,648.00

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: July 15, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

County Capital Reserve:

FY15 Carryover	\$15,970.00
FY16 Beginning Budget:	\$100,000.00
Available:	\$115,970.00

Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Available:	\$328,733.00

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: July 15, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 BOS Contingency Balance

The FY16 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Available:	\$150,000.00

