



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

December 16, 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

T ZTA 15:04 – Fluvanna County (Zoning Ordinance) – James Newman, Planner

U ZTA 15:05 – Fluvanna County (Subdivision Ordinance) – James Newman, Planner

7 – ACTION MATTERS

V Relocation of Rivanna/501 Polling Place—Catherine Hobbs, Chair Fluvanna County Electoral Board

W Task Order #2 - Surveying Services for the Zion Crossroads Water & Sewer System—Cyndi Toler, Purchasing Officer

XYZ Ratification of Addendum No. 1 to the Interjurisdictional Agreement Regarding the James River Water Project – Steven M. Nichols, County Administrator

A FY16 Supplemental Budget Appropriation for Fork Union Community Center Roof Replacement CIP Project – Wayne Stephens, Public Works Director and County Engineer

B Approval of the Contract for Roof Replacement at the Fork Union Community Center – Cyndi Toler, Purchasing Officer

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

C Criminal Justice Planner's Report—Mr. Neal Goodloe, Criminal Justice Planner for Thomas Jefferson Area Community Criminal Justice Board

D FY15 Comprehensive Annual Financial Report—Eric Dahl, Finance Director

9 – CONSENT AGENDA

E Minutes of December 2, 2015—Kelly Belanger Harris, Clerk of the Board

F Minutes of December 7, 2015 (Special Meeting)—Kelly Belanger Harris, Clerk of the Board

G AP Report for November 2015—Eric Dahl, Finance Director

H Parks and Recreation Advisory Board Bylaws Update – Jason Smith, Parks and Recreation Director

I FY16 Capital Reserve Maintenance Fund Request - SBO Roof Repair—Chuck Winkler, Deputy Superintendent, FCPS

J FY16 Capital Reserve Maintenance Fund Request PW16-004 - Carysbrook PS - Emergency Repairs—Wayne Stephens, Public Works Director and County Engineer

K FY16 Capital Reserve Maintenance Fund Request - FMS Clocks—Chuck Winkler, Deputy

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Superintendent, FCPS

- L Approval of Open Space Contract for Jerry S. and Jean M. Barker—Andrew M. Sheridan, Commissioner of the Revenue
- M Approval of Open Space Contract for Jerry Goodson—Andrew M. Sheridan, Commissioner of the Revenue
- Mc Approval of Open Space Contract for James F. May, III—Andrew M. Sheridan, Commissioner of the Revenue
- N Approval of Open Space Contract for Lonnie E. & Dena B. Poore—Andrew M. Sheridan, Commissioner of the Revenue
- O Approval of Open Space Contract for Sandra & Bobby Mason Taylor—Andrew M. Sheridan, Commissioner of the Revenue

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Steven M. Nichols
2015.12.10 11:15:14
-05'00'

County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

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BOARD OF SUPERVISORS AGENDA ITEM**Meeting Date:** December 16, 2015

SUBJECT:	ZTA 15:04 – Fluvanna County (Zoning Ordinance)
MOTION(s):	I move that the Board of Supervisors [approve/deny] ZTA 15:04, an ordinance to amend and reenact chapter 22, articles 1, 2, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, and 27 of the Fluvanna County Code by certain amendments to sections and subsections 22-1-2, 22-2.1, 22-4-6, 22-4-9.1, 22-4-9.2, 22-4-9.4, 22-7-4, 22-7-5, 22-7-12, 22-9-2, 22-9-3, 22-10-5, 22-11-2, 22-12-9, 22-13-1, 22-13-2, 22-13-3, 22-13-4, 22-13-5, 22-13-6, 22-13-7, 22-14-8, 22-14-8.3, 22-15-1, 22-15-2, 22-15-2.1, 22-15-4, 22-15-5, 22-15-4.1, 22-16-8, 22-17-1, 22-17-6, 22-17-9, 22-17-15, 22-17-16, 22-17-18, 22-18-1, 22-18-1.1, 22-18-2, 22-18-4, 22-18-5, 22-18-6, 22-18-7, 22-18-7.1, 22-21-3, 22-22, 22-23-6, 22-23-7, 22-24-3, 22-24-4, 22-25-4, 22-25-6, 22-26-4, 22-27-2, 22-27-6, 22-27-9.9, 22-27-10.2, 22-27-10.3, 22-27-10.3.A, 22-27-10.3B, and 22-27-11.1. thereof, amending and reenacting the Fluvanna County Zoning Ordinance to conform to the current enabling legislation, as amended, and federal court decisions.
STAFF CONTACT:	James Newman (Planner)
RECOMMENDATION:	Approve or deny this ordinance.
TIMING:	Immediate decision requested at current meeting.
DISCUSSION:	The public purpose for such amendment is to amend and reenact the Fluvanna County Zoning Ordinance to conform to the current enabling legislation, as amended, and federal court decisions.
FISCAL IMPLICATIONS:	-
POLICY IMPLICATIONS:	The amendment will affect Chapter 22, articles 1, 2, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, and 27 of the Fluvanna County Code.
LEGISLATIVE HISTORY:	Planning Commission formally reviewed the request on November 16, 2015
ENCLOSURES:	Staff Report (with Accompanying Attachments)

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 2015

SUBJECT:	ZTA 15:05 – Fluvanna County (Subdivision Ordinance)
MOTION(s):	I move that the Board of Supervisors [approve/deny] an ordinance to amend and reenact Chapter 19, Articles 1, 3, 6, 7, and 8 of the Fluvanna County Code by certain amendments to sections and subsections 19-1-3, 19-3-4, 19-3-5, 19-3-6, 19-3-6.3, 19-6-3, 19-7-6, 19-8-1, 19-8-4, 19-8-5, and 19-8-7. Thereof, amending and reenacting the Fluvanna County Subdivision Ordinance to conform to the current enabling legislation, as amended.
STAFF CONTACT:	James Newman (Planner)
RECOMMENDATION:	Approve or deny this request.
TIMING:	Immediate decision requested at current meeting.
DISCUSSION:	The public purpose for such amendment is to amend and reenact the Fluvanna County Subdivision Ordinance to conform to the current enabling legislation, as amended, and federal court decisions.
FISCAL IMPLICATIONS:	-
POLICY IMPLICATIONS:	The amendment will affect Chapter 19, Articles 1, 3, 6, 7, and 8 of the Fluvanna County Code
LEGISLATIVE HISTORY:	Planning Commission formally reviewed the request on November 16, 2015.
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

From: James Newman

Case Number: ZTA 15:04; 15:05

Date: December 16, 2015

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, December 16, 2015 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County subdivision ordinance subsections 19-1-3, 19-3-4, 19-3-5, 19-3-6, 19-3-6.3, 19-6-3, 19-7-6, 19-8-1, 19-8-4, 19-8-5, and 19-8-7 as well as zoning ordinance subsections 22-1-2, 22-2.1, 22-4-6, 22-4-9.1, 22-4-9.2, 22-4-9.4, 22-7-4, 22-7-5, 22-7-12, 22-9-2, 22-9-3, 22-10-5, 22-11-2, 22-12-9, 22-13-1, 22-13-2, 22-13-3, 22-13-4, 22-13-5, 22-13-6, 22-13-7, 22-14-8, 22-14-8.3, 22-15-1, 22-15-2, 22-15-2.1, 22-15-4, 22-15-5, 22-15-4.1, 22-16-8, 22-17-1, 22-17-6, 22-17-9, 22-17-15, 22-17-16, 22-17-18, 22-18-1, 22-18-1.1, 22-18-2, 22-18-4, 22-18-5, 22-18-6, 22-18-7, 22-18-7.1, 22-21-3, 22-22, 22-23-6, 22-23-7, 22-24-3, 22-24-4, 22-25-4, 22-25-6, 22-26-4, 22-27-2, 22-27-6, 22-27-9.9, 22-27-10.2, 22-27-10.3, 22-27-10.3.A, 22-27-10.3B, and 22-27-11.1.

- Amends and reenacts the Fluvanna County Zoning Ordinance, as well as the Fluvanna County Subdivision Ordinance, to conform to the current enabling legislation, as amended, and federal court decisions.
- Applies to public hearings of both the Planning Commission and the Board of Supervisors (Governing Body).

The amendment will affect subdivision ordinance Sec. 19-1, Sec. 19-3, Sec. 19-6, Sec. 19-7, and Sec. 19-8, as well as zoning ordinance Sec. 22-1, Sec. 22-2, Sec. 22-4, Sec. 22-7, Sec. 22-9, Sec. 22-10, Sec. 22-11, Sec. 22-12, Sec. 22-13, Sec. 22-14, Sec. 22-15, Sec. 22-16, Sec. 22-17, Sec. 22-18, Sec. 22-21, Sec. 22-22, Sec. 22-23, Sec. 22-24, Sec. 22-25, Sec. 22-26, and Sec. 22-27.

Background

Project Timeline:

The proposed action has been discussed at the October 28, 2015 Planning Commission meeting.

Public Hearings were held at the Planning Commission meeting on November 16, 2015.

Analysis

The proposed amendment amends both the Fluvanna County Subdivision Ordinance, and the Fluvanna County Zoning Ordinance. Clerical and Substantive amendments are proposed. The amendments made are in response to recent legal developments at the Federal and Supreme Court level and changes in state code.

Substantive changes to the Zoning & Subdivision Ordinances include:

1. Amending the sign ordinance to reflect current Supreme Court rulings. The Political sign designation has been removed. This proposal addresses “political signs” in the same manner as “temporary signs” under the Zoning Ordinance.
2. Language is also added to the Zoning Ordinance to address “going out of business” signs as authorized under state code.
3. Language regarding Day Cares is also proposed to be updated to match current state code.
4. Additional changes are proposed to match Board of Zoning Appeals procedures with current state code.
5. The Subdivision Ordinance is updated to reflect state code changes regarding “diligent pursuit of approval” of a preliminary plat. The changes clarify the five year limit on the preliminary plat approval if it does not meet the phasing requirements as specified in the ordinance.

Comprehensive Plan

Fluvanna County’s *Vision Statement* includes the following principles:

- That our government should reflect the values and principles of the people.
- That the individual citizens and taxpayers of Fluvanna consist of our community, and that their individual interests and rights subordinate the collective desires of our government.

By updating our ordinances to reflect the latest legal requirements, the County can ensure that its land use decisions are enforceable and up-to-date, while providing staff and local citizens with modern planning guidance.

Planning Commission

The Planning Commission discussed this issue at its regular meeting on October 28, 2015. The Commission voted to hold a public hearing on November 16, 2015.

The Planning Commission held a public hearing on November 16, 2015, during which it voted unanimously (4-0 with one absentee) to recommend approval of the both resolutions.

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance would better inform citizens of Public Hearings regarding certain zoning actions.

The proposed amendment is intended to:

- Help the Zoning Administrator enforce local zoning requirements; and
- Help citizens stay abreast of land use decisions which may affect them and their community.

This proposal, initiated by the Planning Department after several months of consideration, is consistent with the 2015 Comprehensive Plan.

Suggested Motion:

I move that the Board of Supervisors [approve/deny] ZTA 15:04, an ordinance to amend and reenact chapter 22, articles 1, 2, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, and 27 of the Fluvanna County Code by certain amendments to sections and subsections 22-1-2, 22-2.1, 22-4-6, 22-4-9.1, 22-4-9.2, 22-4-9.4, 22-7-4, 22-7-5, 22-7-12, 22-9-2, 22-9-3, 22-10-5, 22-11-2, 22-12-9, 22-13-1, 22-13-2, 22-13-3, 22-13-4, 22-13-5, 22-13-6, 22-13-7, 22-14-8, 22-14-8.3, 22-15-1, 22-15-2, 22-15-2.1, 22-15-4, 22-15-5, 22-15-4.1, 22-16-8, 22-17-1, 22-17-6, 22-17-9, 22-17-15, 22-17-16, 22-17-18, 22-18-1, 22-18-1.1, 22-18-2, 22-18-4, 22-18-5, 22-18-6, 22-18-7, 22-18-7.1, 22-21-3, 22-22, 22-23-6, 22-23-7, 22-24-3, 22-24-4, 22-25-4, 22-25-6, 22-26-4, 22-27-2, 22-27-6, 22-27-9.9, 22-27-10.2, 22-27-10.3, 22-27-10.3.A, 22-27-10.3B, and 22-27-11.1. thereof, amending and reenacting the Fluvanna County Zoning Ordinance to conform to the current enabling legislation, as amended, and federal court decisions.

I move that the Board of Supervisors [approve/deny] ZTA 15:05, an ordinance to amend and reenact Chapter 19, Articles 1, 3, 6, 7, and 8 of the Fluvanna County Code by certain amendments to sections and subsections 19-1-3, 19-3-4, 19-3-5, 19-3-6, 19-3-6.3, 19-6-3, 19-7-6, 19-8-1, 19-8-4, 19-8-5, and 19-8-7. Thereof, amending and reenacting the Fluvanna County Subdivision Ordinance to conform to the current enabling legislation, as amended.

Attachments:

- A: Proposed Subdivision Ordinance Amendment
- B: Proposed Zoning Ordinance Amendment

The Fluvanna County Planning Commission resolves to propose an amendment and reenactment of the Fluvanna County zoning ordinance entitled "AN ORDINANCE TO AMEND AND REENACT CHAPTER 22, ARTICLES 15 AND 22 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-15-1, 22-15-2, 22-15-2.1, 22-15-4, 22-15-5, AND 22-22. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY SIGN ORDINANCE TO CONFORM TO CURRENT ENABLING LEGISLATION, AS AMENDED, AND FEDERAL COURT DECISIONS."

The public purpose for such amendment is to conform the Fluvanna County sign ordinance to the current enabling legislation, as amended, and federal court decisions.

BE IT ORDAINED BY THE PLANNING COMMISSION OF FLUVANNA COUNTY, VIRGINIA, that the Fluvanna County Code be, and it is hereby, amended and reenacted as follows:

**Chapter 22
ZONING**

.....
Article 15. Sign Regulations

- Sec. 22-15-1. Statement of intent.
- Sec. 22-15-2. General provisions.
- Sec. 22-15-2.1. ~~Political signs on privately owned property. Repealed.~~
- Sec. 22-15-3. Signs permitted.
- Sec. 22-15-4. Administration.
- Sec. 22-15-4.1 "Going out of business" and "Special" sales.
- Sec. 22-15-5. Non-conforming signs.

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Article 15. SIGN REGULATIONS

Sec. 22-15-1. Statement of intent.

The following sign regulations are established to assure compatibility of signs with surrounding land usage, to enhance the economy of the county, to protect public investment in streets and highways, to promote the safety and recreational value of public travel, *to minimize possible adverse effects of signs on nearby public and private property*, to preserve natural beauty, *to protect the environment from litter and refuse, including abandoned signs, and to identify, direct and provide necessary information efficiently to motorist and pedestrians, to decrease distraction of motorists and pedestrians by limiting confusing, distracting and obsolete signs, and to reduce obstruction of the roadway.* No sign shall be permitted erected or used in the county, except as permitted in this article. (Ord. 6-16-10)

Sec. 22-15-2. General provisions.

(1) Restricted Signs – The following types of signs are prohibited in all zoning districts:

- (a) Flashing signs;
- (b) Inflatable signs;
- (c) Moving signs;
- (d) ~~Off-premise signs; Intentionally omitted;~~
- (e) Pennant signs;
- (f) Portable signs;
- (g) Roof signs;
- (h) Any sign that obstructs any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress or egress for any building, as required by law;
- (i) Any sign which imitates or resembles any official traffic sign, signal or device, or uses the words “Stop” or “Danger” in close proximity to any public right-of-way, or interferes with any other public traffic sign;
- (j) Signs which produce noise or any visible smoke, vapor, particles, or odor;
- (k) Signs which advertise any activities which are illegal under state or federal law or regulations in effect at the location of such sign or at the location of such activities; and
- (l) Signs that violate state or federal laws, whether or not identified in this ordinance as being permitted.

(2) Exempt Signs – *Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in Sec. 22-22-1 of this Code, shall be posted a reasonable time before, but in no event greater than thirty (30) days prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers.* The following types of signs, as defined in and subject to the regulations in Sec. 22-22-1, are exempt from the sign permit requirements in all zoning districts.:

- (a) Auction signs;
- (b) Banner signs;

- (c) Construction signs;
- (d) Directional signs;
- (e) Estate signs;
- (f) Public signs;
- (g) Real estate signs;
- (h) Temporary signs;
- (i) Temporary directional signs;
- (j) Warning signs; and
- (k) Window signs.

(3) Illuminated Signs

- (a) Signs may be illuminated, either internally or externally, as permitted by this ordinance, provided that the illumination is fully shielded and directed at the sign and not in a manner as to cause a traffic hazard.
- (b) Where a permit is required, the permit shall not be issued until the location and illumination of the sign has been approved by the zoning administrator, or designee.
- (c) No light from any illuminated sign shall cause direct glare onto any adjoining piece of property, right-of-way, or building other than the building to which the sign applies to.
- (d) The copy of electronic message signs may not flash, scroll, move, or change at timed intervals of less than 20 seconds.
- (e) All electronic message signs must be equipped with an automatic dimmer that controls the intensity of the light source. The intensity of light allowed for all illuminated signs shall be 85 percent by day and 50 percent at night.
- (f) All electronic message signs must be turned off at the close of business, unless displaying time or temperature.

(4) Setbacks

- (a) Signs shall be exempt from setback requirements in all zones, provided that no sign shall be located as to interfere with vehicular sight distances at intersections or to create a safety hazard.

(b) Signs shall not be located within any public right-of-way, unless approved by the Virginia Department of Transportation.

(5) Sign Area

(a) The sign area shall be measured as the area of the sign face which includes the advertising surface and any framing, trim, or molding. Two sided sign faces shall be counted as a single sign face.

(b) Area not included – the sign area shall not include any of the support structure or architectural features that are not an integral part of the sign which may consist of landscaping, building structural form complementing the site in general.

(6) Sign Height

(a) The sign height shall be measured as the vertical distance from the normal grade directly below the sign to the highest point of the sign or sign structure, whichever is higher and shall include the base and any support structure.

(b) Signs shall not exceed six (6) feet in height, except as otherwise permitted by this article.

(Ord. 6-16-10)

Sec. 22-15-2.1. Repealed. Political signs on privately owned property.

~~(1) No political sign may be larger than the largest other sign allowed in the zoning district.~~

~~(2) No political sign may be illuminated if it is larger than a business sign allowed in the zoning district.~~

~~(3) Every political sign that is directed toward a particular election issue or candidate may be erected not more than 60 days before such election and shall be removed and lawfully disposed of not more than 10 days after such election. (Ord. 6-16-10)~~

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Sec. 22-15-4. Administration.

(1) Permit Requirements – Except as otherwise provided herein, no sign shall be erected, altered, refaced or relocated unless a sign permit has been approved by the Zoning Administrator. Where there is a discrepancy between Fluvanna County and the Virginia Department of Transportation sign regulations, the more stringent shall apply. Where the Fluvanna County sign regulations do not recognize a particular type of sign, the Virginia Department of Transportation regulations shall apply.

(2) Maintenance and Removal

(a) All signs shall be constructed in compliance with the ~~International~~ *Uniform Statewide Building Code*, as adopted by the Virginia State Code.

- (b) All signs and components thereof shall be *legible and shall be* maintained in good repair and in a safe, neat, and clean condition.
- (c) The Zoning Administrator may cause to have removed or repaired immediately any sign which, in the Zoning Administrator's opinion, has become insecure, in danger of falling, or otherwise unsafe, and, as such, presents an immediate threat to the safety of the public. If such action is necessary to render a sign safe, the cost of such emergency removal or repair shall be at the expense of the owner or lessee thereof.
- (d) Any sign that is obsolete, because of discontinuance of the subject activity or any other reason that would cause the sign to be obsolete, shall be removed within ~~thirty~~ *ten (10)* days.
- (e) Any sign located on property, which becomes vacant and is unoccupied for a period of two (2) years or more shall be deemed abandoned. An abandoned sign shall be removed by the owner or lessee of the property. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner fifteen (15) days written notice to remove it. Upon failure to comply with this notice, the Zoning Administrator may initiate such action as may be necessary to gain compliance with this provision. (Ord. 6-16-10)

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Sec. 22-15-5. Non-conforming signs.

- (1) No nonconforming sign shall be enlarged nor be worded so as to advertise or identify any use other than that in effect at the time it became a nonconforming sign.
- (2) Signs lawfully existing on the effective date of this ordinance or prior ordinances, which do not conform to the provisions of this ordinance, and signs which are accessory to a nonconforming use shall be deemed to be nonconforming signs and may remain except as qualified below. Such signs shall not be enlarged, extended or structurally reconstructed or altered in any manner, except a sign face may be changed so long as the new face is equal to or reduced in height and/or sign area. The burden of establishing the nonconforming status of signs and of the physical characteristics/location of such signs shall be that of the owner of the property. Upon notice from the Zoning Administrator, a property owner shall submit verification that sign(s) lawfully existed at time of erection. Failure to provide such verification shall be cause for order to remove sign(s) or bring sign(s) into conformance with the current ordinance.
- (3) Nothing in this section shall be deemed to prevent keeping in good repair a nonconforming sign; provided, however, that no nonconforming sign which has been declared by the Zoning Administrator to be unsafe because of its physical condition, as provided for in this ordinance, shall be repaired, rebuilt or restored unless such repair or restoration will result in a sign which conforms to all applicable regulations.
- (4) No nonconforming sign shall be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform to the provisions of this article.

- (5) If a nonconforming sign is removed, the subsequent erection of a sign shall be in accordance with the provisions of this article.
- (6) A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty (50) percent of its replacement value may be restored within two (2) years after such destruction or damage but shall not be enlarged in any manner. If such sign is so destroyed or damaged to an extent exceeding fifty (50) percent, it shall not be reconstructed except for a sign, which would be in accordance with the provisions of this article.
- (7) A nonconforming sign that is changed to, or replaced by, a conforming sign shall no longer be deemed nonconforming, and thereafter such sign shall be in accordance with the provisions of this article.
- (8) A nonconforming sign shall be removed if the structure to which it is accessory is demolished or destroyed to an extent exceeding fifty (50) percent of its appraised value.
- (9) The ownership of the sign or the property on which the sign is located shall not, in and of itself, affect the status of a non-conforming sign.
- (10) *A nonconforming sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two years. After the two year period, the zoning administrator shall make a reasonable attempt to contact the property owner. If the property owner refuses to remove the abandoned sign, the county's agents or employees may enter the property upon which the sign is located and remove such sign and charge the cost of removal to the owner of the property. Nothing herein shall prevent the county from applying to the appropriate courts for an order requiring removal of the abandoned nonconforming sign by injunction or other appropriate remedy.¹*
(Ord. 6-16-10)

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Article 22. Definitions

Sec. 22-22-1. Rules of construction; definitions.

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

.....
SIGN, AUCTION: A *temporary* sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed 20 square feet in area.

¹ For state authority as to the removal of abandoned nonconforming signs, see Code of Va., § 15.2-2307.

~~and may be erected not more than one (1) month before the date of the auction advertised and shall be removed within forty-eight (48) hours of its conclusion.~~

.....

SIGN, BANNER: A temporary sign, not exceeding 32 square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.

.....

SIGN, CONSTRUCTION: A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed 32 square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy.

.....

SIGN, POLITICAL: A *temporary* sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government. (Ord. 10-18-00)

.....

SIGN, TEMPORARY: A sign for the advertising of a special event, product, group, *occurrence, speaker, program* or seasonal activity and not intended or designed for permanent display, *including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, but in no event greater than thirty (30) days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code.* ~~Such signs shall not exceed 12 square feet and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.~~

SIGN, TEMPORARY DIRECTIONAL: A *temporary* sign directing individuals to the location of a special event or gathering. ~~Such signs shall not exceed twelve (12) square feet and shall not be posted more than seven (7) days prior to the event and must be removed within seven (7) days after the event.~~

.....

SIGN, WARNING: A sign, ~~not exceeding four (4) square feet,~~ located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.

2015 Fluvanna County Code Update – Amendments to Sign Ordinance, Chapter 22, Sections 15 & 22
 Review by Planning Commission.

	Public Purpose: Amend and Re-enact the sign ordinance to conform to enabling state and federal legislation and to current federal court decisions.	
	<u>Chapter 22, Sections 15 and 22: Sign Ordinance</u> Substantive Amendments	
Fluvanna Code §§	Mandatory Update	Discretionary Update
Article 15	Sign Regulations must be amended to reflect new U.S. Supreme Court opinion regarding locality sign ordinances and Va. Code §15.2-109 restrictions on temporary political signs placed on private property. Recommendations follow:	
Sec. 22-15-1.	The following sign regulations are established to assure compatibility of signs with surrounding land usage, to enhance the economy of the county, to protect public investment in streets and highways, to promote the safety and recreational value of public travel, <i>to minimize possible adverse effects of signs on nearby public and private property, to preserve natural beauty, to protect the environment from litter and refuse, including abandoned signs, and</i> to identify, direct and provide necessary information <i>efficiently</i> to motorist and pedestrians, <i>to decrease distraction of motorists and pedestrians by limiting confusing, distracting and obsolete signs, and to reduce obstruction of the roadway.</i> No sign shall be permitted erected or used in the County, except as permitted in this article. (Ord. 6-16-10)	
Sec. 22-15-2(1).	Omit: (d) Off-premise signs. Intentionally omitted.	
Sec. 22-15-2(2)	Add regulations of Exempt signs: (2)Exempt Signs – The following types of signs, as defined in and subject to the regulations in Sec. 22-22-1, are exempt from the sign permit requirements in all zoning districts. <i>Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in Sec. 22-22-1 of this Code, shall be posted a reasonable time before, but in no event greater than 30 days prior</i>	

2015 Fluvanna County Code Update – Amendments to Sign Ordinance, Chapter 22, Sections 15 & 22
 Review by Planning Commission.

	<i>to and shall be removed a reasonable time after, but in no event greater than 10 days after the event, election, product, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers.</i>	
Sec. 22-15-2.1.	REPEAL the Political Signs section. Political signs will be addressed as temporary signs, which are exempt signs, and which must be put up no more than 30 days in advance of election and be removed within 10 days after.	
Sec. 22-15-4.	<p>Update Maintenance and Removal of Permitted Signs to be substantially the same as exempt sign requirements so that the County does not advantage commercial speech over non-commercial speech:</p> <p>(2)Maintenance and Removal</p> <p>(a) All signs shall be constructed in compliance with the International Building Code <i>Uniform Statewide Building Code</i>, as adopted by the Virginia State Code.</p> <p>(b) All signs and components thereof shall be <i>legible and shall be maintained in good repair and in a safe, neat, and clean condition.</i></p> <p>....</p> <p>(d) Any sign that is obsolete, because of discontinuance of the subject activity or any other reason that would cause the sign to be obsolete, shall be removed within <i>ten (10) thirty (30) days.</i></p>	
Sec. 22-15-5.		<p>Va. Code § 15.2-2307 provide a means for County to remove abandoned nonconforming signs. This authority can be exercised by the County by adding a subsection:</p> <p><i>(10)A nonconforming sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two years. After the two year period, the zoning administrator shall make a reasonable attempt to contact the property owner. If the property owner refuses to remove the abandoned sign, the county's agents or employees may enter the property upon which the sign is located and remove such sign and charge the cost of removal</i></p>

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 Review by Planning Commission.

		<p><i>to the owner of the property. Nothing herein shall prevent the county from applying to the appropriate courts for an order requiring removal of the abandoned nonconforming sign by injunction or other appropriate remedy.¹</i></p>
<p>Art. 22</p>	<p>Article 22 Definitions</p>	
	<p>Update definitions of SIGNS to reflect temporary nature and duration, which will, in turn, permit County regulations of temporary political signs; also, limit size of signs for commercial uses only:</p> <p>SIGN, AUCTION: A <i>temporary</i> sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed <i>twenty (20)</i> square feet in area. and may be erected not more than one (1) month before the date of the auction advertised and shall be removed within forty-eight (48) hours of its conclusion.</p> <p>SIGN, BANNER: A temporary sign, not exceeding <i>thirty-two (32)</i> square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group.</p> <p>SIGN, CONSTRUCTION: A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed <i>thirty-two (32)</i> square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy.</p> <p>SIGN, POLITICAL: A <i>temporary</i> sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and/or conduct of government.</p> <p>SIGN, TEMPORARY: A <i>temporary</i> sign for the advertising of a special event, product,</p>	

¹ For state authority as to the removal of abandoned nonconforming signs, see Code of Va., § 15.2-2307.

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Review by Planning Commission.

<p>group, occurrence, speaker, program, or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic, or historical organization. Temporary signs shall be posted a reasonable time before, but in no event greater than 30 days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than 10 days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. - Such signs shall not exceed twelve (12) square feet and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.</p> <p>SIGN, TEMPORARY DIRECTIONAL: A temporary sign directing individuals to the location of a special event or gathering. Such signs shall not exceed twelve (12) square feet and shall not be posted more than seven (7) days prior to the event and must be removed within seven (7) days after the event.</p> <p>SIGN, WARNING: A sign, not exceeding four (4) square feet, located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity on that property.</p>	
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The Fluvanna County Planning Commission resolves to propose an amendment and reenactment of the Fluvanna County zoning ordinance entitled “AN ORDINANCE TO AMEND AND REENACT CHAPTER 22, ARTICLES 1, 2, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, AND 27 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-1-2, 22-2.1, 22-4-6, 22-4-9.1, 22-4-9.2, 22-4-9.4, 22-7-4, 22-7-5, 22-7-12, 22-9-2, 22-9-3, 22-10-5, 22-11-2, 22-12-9, 22-13-1, 22-13-2, 22-13-3, 22-13-4, 22-13-5, 22-13-6, 22-13-7, 22-14-8, 22-14-8.3, 22-15-1, 22-15-2, 22-15-2.1, 22-15-4, 22-15-5, 22-15-4.1, 22-16-8, 22-17-1, 22-17-6, 22-17-9, 22-17-15, 22-17-16, 22-17-18, 22-18-1, 22-18-1.1, 22-18-2, 22-18-4, 22-18-5, 22-18-6, 22-18-7, 22-18-7.1, 22-21-3, 22-22, 22-23-6, 22-23-7, 22-24-3, 22-24-4, 22-25-4, 22-25-6, 22-26-4, 22-27-2, 22-27-6, 22-27-9.9, 22-27-10.2, 22-27-10.3, 22-27-10.3.A, 22-27-10.3B, AND 22-27-11.1. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY ZONING ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED, AND FEDERAL COURT DECISIONS.”

The public purpose for such amendment is to conform the zoning ordinance to the current enabling legislation, as amended, and federal court decisions.

BE IT ORDAINED BY THE PLANNING COMMISSION OF FLUVANNA COUNTY, VIRGINIA, that the Fluvanna County Code be, and it is hereby, amended and reenacted as follows:

**Chapter 22
ZONING.**

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Article 9. Business, General, District B-1.

- Sec. 22-9-1. Statement of intent.
- Sec. 22-9-2. *Use regulations.*
- Sec. 22-9-2.1. Uses permitted by right.
- Sec. 22-9-2.2. Uses permitted by special use permit only.
- Sec. 22-9-3. Requirements for permitted uses.
- Sec. 22-9-4. Area regulations.
- Sec. 22-9-5. Setback regulations.
- Sec. 22-9-6. Yard regulations.
- Sec. 22-9-7. Height regulations.
- Sec. 22-9-8. Off street parking.
- Sec. 22-9-9. Sign regulations.
- Sec. 22-9-10. Sidewalks.

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Article 11. Industrial, Limited, District I-1.

- Sec. 22-11-1. Statement of intent.
- Sec. 22-11-2. *Use regulations.*

- Sec. 22-11-2.1. Uses permitted by right.
- Sec. 22-11-2.2. Uses permitted by special use permit only.
- Sec. 22-11-3. Requirements for permitted uses.
- Sec. 22-11-4. Area regulations.
- Sec. 22-11-5. Setback regulations.
- Sec. 22-11-6. Yard regulations.
- Sec. 22-11-7. Height regulations.
- Sec. 22-11-8. Coverage regulations.
- Sec. 22-11-9. Off-street parking.
- Sec. 22-11-10. Sign regulations.
- Sec. 22-11-11. Sidewalks.

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Article 13. ~~Mobile~~ Manufactured Home Park, District MHP.

- Sec. 22-13-1. Statement of intent.
- Sec. 22-13-2. Use regulations.
- Sec. 22-13-2.1. Uses permitted by right.
- Sec. 22-13-2.2. Uses permitted by special use permit only.
- Sec. 22-13-3. Area regulations.
- Sec. 22-13-4. Setback regulations.
- Sec. 22-13-5. Frontage regulations.
- Sec. 22-13-6. Required improvements within lots.
- Sec. 22-13-7. Site plan required.

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Article 15. Sign Regulations.

- Sec. 22-15-1. Statement of intent.
- Sec. 22-15-2. General provisions.
- Sec. 22-15-2.1. ~~Political signs on privately owned property.~~ *Repealed.*
- Sec. 22-15-3. Signs permitted.
- Sec. 22-15-4. Administration.
- Sec. 22-15-4.1 *“Going out of business” and “Special” sales.*
- Sec. 22-15-5. Non-conforming signs.

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Article 17. General Provisions.

- Sec. 22-17-1. Zoning permits.
- Sec. 22-17-2. Reserved.
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- Sec. 22-17-15. Special exception for placement of a *manufactured mobile* home.
- Sec. 22-17-16. Special use permit for power production plants.
- Sec. 22-17-17. Public safety buildings exempt from certain requirements.
- Sec. 22-17-18. *Necessary subordinate uses.*

Article 18. Provisions for Appeal and Variance.

- Sec. 22-18-1. Board of zoning appeals.
- Sec. 22-18-1.1. Ex parte communications and proceedings.*
- Sec. 22-18-2. Powers of the Board of Zoning Appeals.
- Sec. 22-18-3. Rules and regulations.
- Sec. 22-18-4. Applications for variances, appeals to the Board of Zoning Appeals.
- Sec. 22-18-5. Appeal procedure.
- Sec. 22-18-6. Public hearing.
- Sec. 22-18-7. Certiorari to review decisions of board of zoning appeals.
- Sec. 22-18-7.1. Presumptions and burdens of proof.*

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Article 1. In General.

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Sec. 22-1-2. Purpose.

This chapter, together with the accompanying map, is adopted for the purpose of promoting the health, safety, or general welfare of the public and of further accomplishing the objectives of Virginia Code Section 15.2-2283. This chapter has been designed (1) to provide for adequate light, air, convenience of access, and safety from fire, flood, *impounding structure failure*, crime and other dangers; (2) ~~to accommodate traffic~~ *to reduce or prevent congestion in the public streets*; (3) to facilitate the creation of a convenient, attractive and harmonious community; (4) to expedite the provision of adequate police and fire protection, disaster evacuation, civil defense, transportation, water, sewerage, flood protection, schools, parks, forests, playgrounds, recreational facilities, and other public requirements; (5) to protect against destruction of or encroachment upon historic areas; (6) to protect against one or more of the following: overcrowding of land, undue density of population in relation to the community facilities existing or available, obstruction of light and air, danger and congestion in travel and transportation, or loss of life, health or property from fire, flood, *impounding structure failure*, panic or other dangers; (7) to encourage economic development activities that provide desirable employment and enlarge the tax base; (8) to provide for the preservation of agricultural and forestal lands and other lands of significance for the protection of the natural environment; and (9) to promote *the creation and preservation of affordable housing suitable for meeting the current and future needs of the locality as well as a reasonable proportion of the current and future needs of the planning district within which the county is situated.*

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Article 2. Districts.

Sec. 22-2-1. Districts.

For the purpose of this chapter, the unincorporated area of the county is hereby divided into the following districts:¹

¹ Editor's note. -- Prior to August 19, 1992, the Zoning Ordinance of Fluvanna County, Virginia, contained a district identified as "Conservation, C-1." The Conservation, C-1 district was repealed by ordinance adopted on that date.

Agricultural, General, A-1
 Residential, Limited, R-1
 Residential, General, R-2
 Residential, Planned Community, R-3
 Residential, Limited, R-4
 Business, General, B-1
 Business, Convenience, B-C
 Industrial, Limited, I-1
 Industrial, General, I-2
~~Mobile~~ *Manufactured Home Park, MHP.*
Planned United Development, PUD.

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Article 4. Agricultural, General, District A-1.

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Sec. 22-4-6. Off-street parking.²

Off-street parking shall conform to Article 26: *Off-Street Parking and Loading Spaces* of this chapter.

Sec. 22-4-9.1. Definitions.

For the purpose of sections 22-4-9 through 22-4-9.4, the following terms shall have the meaning indicated:

- (1) Livestock includes all domestic or domesticated *animals, including but not limited to: cattle, sheep, lambs, hogs, goats, horses, poultry, and furbearing animals.* ~~÷ bovine animals, such as cattle; equine animals, such as horses; ovine animals, such as sheep; and porcine animals, such as hogs.~~
- (2) Intensive livestock, dairy or poultry facility means a livestock, dairy or poultry operation where, for a period of 45 consecutive days or more, 300 animal units are closely confined and not free-ranging, and are fed in the area of confinement. For the purpose of this article, 300 animals units shall be equivalent to any of the following, or any combination thereof where the animals are confined in one location:
 - Livestock: 300 slaughter or feeder cattle
 - ~~livestock~~ Livestock: 750 swine each weighing over 55 pounds
 - ~~livestock~~ Livestock: 150 horses
 - ~~livestock~~ Livestock: 3,000 sheep, lambs, or goats ~~or lambs~~
 - Livestock: 16,500 furbearing animals such as rabbits or chinchilla
 - ~~dairy~~ Dairy: 200 mature dairy cows (whether milked or dry cows)

² For state law granting localities the authority to regulate off-street parking, see Code of Va., § 15.2-2279.

~~poultry~~ Poultry: 16,500 turkeys
~~poultry~~ Poultry: 30,000 laying hens or broilers

- (3) Intensive livestock, dairy or poultry structure means a building, structure or other improved area used in the operation of an intensive livestock, dairy or poultry facility; including, but not limited to, litter storage sites, incinerators, manure storage sites, poultry houses, poultry disposal pits, or dead poultry cold storage chests. The term shall not include structures that are used only indirectly in the operation of the facility.
- (4) Operator means any person who operates an intensive livestock, dairy or poultry facility, or the land on which it is located.
- (5) Poultry means any domestic or domesticated fowl raised for meat or eggs; including, but not limited to, chickens and turkeys.
- (6) Existing intensive livestock, dairy or poultry structure means an intensive livestock, dairy or poultry structure that has been in operation for one year within the five years immediately preceding the date on which a building or zoning permit is sought for a dwelling.

Sec. 22-4-9.2. Setbacks.

- (1) Except as otherwise expressly provided in this section, each intensive livestock, dairy or poultry structure shall be set back 300 feet from *any* property line.
- (2) Any dwelling not owned by the operator shall be set back from any existing intensive livestock, dairy or poultry structure as follows:
 - (a) If the dwelling is an Agricultural (A-1) district, 300 feet;
 - (b) If the dwelling is in a residential district, 600 feet.
- (3) Each intensive livestock , dairy or poultry structure shall be setback at least 300 feet from any property line, at least 200 feet from the right-of-way of any secondary road, and at least 300 feet from the right-of-way of any primary highway.
- (4) Each intensive livestock, dairy or poultry structure shall be setback at least 1,000 feet from any incorporated town, public school, place of worship, public water intake from a stream or river and from the boundary of any adjacent residential district.

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Sec. 22-4-9.4. Nutrient management plan.

After the effective date of this section, no intensive livestock, dairy or poultry facility for which the Commonwealth of Virginia requires a nutrient management plan shall commence operation until such plan has been approved by the Virginia Department of Conservation and

Recreation, ~~or by the Virginia Cooperative Extension Service,~~ or by a person certified or employed by the *Virginia Soil and Water Conservation Board* or the Commonwealth as a nutrient management planner, *in accordance with 4VAC50-85-10 et seq, "Nutrient Management Training and Certification Regulations."*

If the nutrient management plan provides for off-site disposal of waste, the operator shall provide, as a part of the plan, written documentation of an agreement with the receiver of the waste produced at his facility, or affidavit, sworn and subscribed before a notary public, that states his intention to dispose of waste through sale in a retail establishment or otherwise marketing to consumers. Documentation shall specify the duration of the agreement and the nature of the application or use of the waste. A nutrient management plan containing such an agreement shall be valid only as long as the agreement remains in force and shall be reviewed whenever such agreement expires or is terminated. If such an agreement is terminated before its expiration date, the operator shall notify the zoning administrator within fifteen days of termination.

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Article 7. Residential, Planned Community, District R-3.

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Sec. 22-7-4. Required information on Preliminary Master Plan.

~~(a)~~ The location of the open areas which shall comprise not less than twenty-five (25) percent of the whole. The open areas shall include parks, recreation facilities, residential clubhouse grounds, lakes, trails, and land or water left in undisturbed natural condition and unoccupied by building lots, structures, streets and roads and parking lots. This area may be used for active recreation facilities identified in Section 22-7-12. The open areas of the tract shall be delineated due to their noteworthy features and value to the continued rural character of the county, including, but not limited to, lands with high scenic, open space and water quality protection values including riparian corridors and wildlife habitat; high environmental sensitivity such as steep slopes, wetlands, floodplains; high recreational value and/or having noteworthy historical, archaeological or cultural features.

~~(b)~~ *The Preliminary Master Plan shall contain the following information:*

~~(c)~~ (A) ~~The plan shall also indicate the~~ *The general location of the various types of land uses, including the general location of any village centers, and the residential density classifications of each residential area;*

~~(d)~~ (B) ~~The areas~~ *Areas designated for residential development, with maximum proposed number of units, density calculations, and plot plans of typical units provided.;*

~~(e)~~ (C) ~~The areas~~ *Areas designated for commercial and/or institutional development, with maximum proposed square footages and floor area ratios indicated. The location of all buildings and improvements, and their proposed use, other than single-family dwellings, and the location of any public buildings shall be shown.;*

- (f) ~~(D) The street~~ *Street*-layout, with indication of which *streets* are to be dedicated to public use and which are to be held in private ownership, and a brief description of maintenance arrangements; street functional classification; and proposed street cross-sections.;
- (g) ~~(E) The pedestrian~~ *Pedestrian* and bicycle facilities, including sidewalks and trails, with proposed cross-sections.;
- (h) ~~(F) The orientation~~ *Orientation* of the *Preliminary Master Plan* to the surrounding community by extending the overall development and preservation pattern, tree protection and buffers, general building design, covenants and restrictions.;
- (i) ~~(G) The general location of all public and private roads shall be indicated on the plan.;~~
- (j) ~~(H) The adequate~~ *Adequate* provisions for general sewer, storm drainage, and water supply ~~shall be shown on the plan.;~~ and
- (k) ~~(I) The Preliminary Master Plan shall also demonstrate~~ *Demonstrate* its compliance with the county's Comprehensive Plan.

Sec. 22-7-5. Development -- Final Master Plan plan.

(a) ~~Submitting the Final Master Plan: Requirements for Submittal~~

- (1) ~~A~~ *The applicant shall submit five* ~~Five~~ (5) copies of the final Master Plan *to the Planning Director.* The final plan shall *have been* ~~be~~ prepared by a licensed surveyor, engineer, landscape architect, or architect.
- (2) ~~B~~ *The final* ~~Final~~ Plans shall be consistent with the *Preliminary Master Plan* as approved. The applicant may vary from the *approved Preliminary Master Plan* to any degree if it does not vary the basic concept or character of the development.
- (3) ~~C~~ Any departure from the *approved Preliminary Master Plan* ~~must~~ *shall* be approved by the Planning Commission.

(b) ~~The Final Master Plan must contain: Requirements:~~

- (1) All the Preliminary Master Plan Information.;
- (2) *The location of the existing* ~~Existing~~ and proposed property lines.;
- (3) *The plans and specifications* ~~Plans and Specifications~~ for roads, pedestrian facilities, parking areas, Stormwater Management facilities, water and sewer system, active recreational facilities, and any other infrastructure elements proposed and shall be in compliance with Virginia Stormwater Management Regulations.;

- (4) ~~Any and all proposed Homeowners Association documents for review and approval by the County Attorney—approval;~~ if any roads, open space, or other facilities are proposed for ownership by such association.;
- (5) ~~A final Final~~ plat meeting the requirements of Chapter 19: *Subdivisions of this code.*;
- (6) A Site Development Plan for *any* commercial, institutional, multi-family meeting the requirements of Chapter 22-23: *Site Developments Plans of this code.*;
- (7) ~~A performance Performance—~~bond for improvements as provided in Chapter 19: *Subdivisions of this code.*;
- (8) ~~The applicant shall furnish with a Final Plan—~~ A proposed deed of easement including restrictions safeguarding the permanent use of open areas and preventing encroachment thereupon and any deeds for any land dedicated to the county as part of the Master Plan for *review and approval* by the County Attorney.;

~~After When—~~the Final Plan and deed of dedication ~~shall—~~have been approved by both the Planning Director and the County Attorney as being in conformity with this chapter and the Preliminary Master Plan, the Final Plan shall be approved for recordation and recorded. Thereafter, no modification may be made in any Final Plan except by an amended Final Master Plan submitted as provided for the original Final Master Plan.

Sec. 22-7-12. Recreation Requirements.

Active Recreation facilities may be located within the required open space and shall be provided as follows unless specifically exempted by an approved proffer:

Group A

Bicycling, walking, fitness, and equestrian trails, open play area (minimum ½ ~~area~~acre), sitting area, picnic table units, tot lot equipment, community gardens that may be located within the required open space

Group B

Picnic shelter (3-4 picnic table units with grill), tennis court(s), multi-use court, active playground with equipment.

Group C

Community Center/Clubhouse/ Fitness Center, Indoor Swimming Pool, Athletic fields for private unorganized activities (Baseball, football/soccer) – minimum 2 acres

< ≤14 Residential Units Group A – Choice of two or more
Minimum of one acre of recreation area

15-60 Residential Units Group A – Choice of two or more
Group B – Choice of two or more

	Minimum of three acres of recreation area
61- 100 residential units	Group A – Choice of three Group B – Choice of three Minimum of six acres of active recreation
101 + residential units	Group A- Choice of three Group B – Choice of three Group C – Choice of one Minimum of eight acres of active recreation

.....
Article 9. Business, General, District B-1.

Sec. 22-9-2. Use Regulations.

In Business, General, District B-1, structures to be erected or land to be used shall be for one or more of the following uses, together with ordinary and necessary accessory uses, and no others.

Sec. 22-9-3. Requirements for permitted uses.

All buildings, structures and uses in the B-1 District shall be subject to the provisions of Article 23: *Site Development Plans of this code.*

.....
Article 10. Business, Convenience, District B-C.

Sec. 22-10-5. Requirements for permitted uses.

All buildings, structures and uses in the ~~BC~~ B-C District shall be subject to the provisions of Article 23: *Site Development Plans of this code.*

.....
Article 11. Industrial, Limited, District I-1.

Sec. 22-11-2. Use Regulations.

In Industrial, Limited, District I-1, structures to be erected or land to be used shall be for one or more of the following uses, together with ordinary and necessary accessory uses, and no others.

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Article 12. Industrial, General, District I-2.

Sec. 22-12-9. ~~Off-street~~ Off-Street parking.

Off-street parking shall conform with Article 26: *Off-Street Parking and Loading Spaces* 17 of this chapter.

.....
Article 13. ~~Mobile~~ Manufactured Home Park, District MHP.

Sec. 22-13-1. Statement of intent.

This district is intended to accommodate ~~mobile-~~ *manufactured* home parks with lots for rent exclusively. This district is based on the premise that the demand for ~~mobile-~~ *manufactured* homes can best be supplied by ~~mobile-~~ *manufactured* home parks. The following regulations are designed to provide an attractive and harmonious environment for ~~mobile-~~ *manufactured* home dwellings, with all amenities normally found in a substantial residential neighborhood.

Sec. 22-13-2³. Use regulations.

In ~~Mobile~~ *Manufactured* Home Park, District MHP, only one *mobile or manufactured* home and its accessory uses and structures shall be permitted on each minimum lot area. Structures to be erected or land to be used shall be for some combination of the following uses. *Manufactured homes used pursuant to this section shall comply with the Flood Protection subsection of this Chapter found in Section 22-17-8A et seq.* (Ord. 3-15-06; Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10)

Sec. 22-13-3. Area regulations.

- (A) The minimum area for each ~~mobile~~ *manufactured* home park shall be five (5) acres. (Minimum number of spaces completed and ready for occupancy before first occupancy is permitted shall be ten (10)).
- (B) Area. The minimum lot area of each individual *mobile or manufactured* home lot shall be six thousand (6000) square feet.

Sec. 22-13-4. Setback regulations.

- (A) ~~Mobile~~ *Manufactured* home parks shall be located fifty (50) feet or more from any street right-of-way but not less than seventy-five (75) feet from the center line of the street. Lots fronting streets within ~~mobile~~ *manufactured* home parks (interior lots) shall conform with subsection (b) below. The foregoing notwithstanding, every ~~mobile~~ *manufactured* home within any such ~~mobile~~ *manufactured* home park shall be set back from any abutting public road not less than the setback required for the property abutting the ~~mobile~~ *manufactured* home park across such public road.
- (B) No ~~mobile~~ *manufactured* home lot shall be placed less than twenty-five (25) feet from any adjoining property line.
- (C) No ~~mobile~~ *manufactured* home shall be placed less than ten (10) feet from any lot or within 25 feet of another ~~mobile~~ *manufactured* home.

³ Editor’s Note – This section as originally adopted was misnumbered as “Sec. 22-13-1.” This clerical error has been corrected by the editor.

Sec. 22-13-5. Frontage regulations.

The minimum frontage for each ~~mobile~~ *manufactured* home lot shall be sixty (60) feet with a minimum 30 feet street frontage.

Sec. 22-13-6. Required improvements within lots.

- (A) Markers for ~~mobile~~ *manufactured* home lots. Every ~~mobile~~-*manufactured* home lot shall be clearly defined on the ground by permanent markers. There shall be posted and maintained in a conspicuous place on each lot a number corresponding to the number of each lot as shown on the site plan submitted so that each lot may be easily identified.
- (B) Streets. All streets, both public and private, serving ~~mobile~~ *manufactured* home lots, shall conform to the construction standards of the Virginia Department of Transportation. Curb and gutters are encouraged; however, in the event that they are not provided, adequate drainage facilities shall be provided.
- (C) Parking spaces. In each ~~mobile~~ *manufactured* home park, parking spaces shall be provided at the rate of at least two car spaces for each ~~mobile~~*manufactured* home lot. Space for one car of the required two car spaces shall be provided upon the lot, but if not so provided, in parking bays located convenient to such lots. Each such parking space shall be not less than ten feet wide and twenty feet deep, shall be surfaced for its entire area with a durable, hard surface material, suitable for all weather use, and shall have unobstructed access to a public street or highway. No parking space shall be more than three hundred (300) feet from the ~~mobile~~-*manufactured* home lot which it serves.
- (D) Water supply. An adequate supply of water approved by the State Health Department shall be furnished from a public water supply system or from a central water system conforming to all applicable laws, regulations, resolutions, and ordinances, with water connections located on each ~~mobile~~ *manufactured* home lot. No drinking water containers or fountains shall be located in any room housing toilet facilities. All water lines shall be made frost-free.
- (E) Sewerage facilities. In each ~~mobile~~ *manufactured* home park, all waste or waste water from a faucet, toilet, tube, shower, sink, slop-sink, drain, washing machine, garbage disposal unit or laundry shall empty into one or more public or central sewer systems approved by the Fluvanna County Health Department.
- (F) Garbage and trash disposal. Each lot within a ~~mobile~~ *manufactured* home park shall be provided with at least one tight-fitting, closed-top garbage or trash container, and collection and disposal shall be provided at a frequency to assure it will not overflow.
- (G) Lighting and electric receptacle outlets. Public areas of ~~mobile~~ *manufactured* home parks shall be adequately lighted so as to permit safe movement of vehicles and pedestrians at night. All exterior lights in each park shall be located and when necessary shielded so as to

prevent direct illumination of sleeping areas. At least one grounded type receptacle outlet shall be provided each lot.

- (H) Utilities. All utility service shall be underground to each lot.
- (I) Recreational areas. There shall be provided a minimum of 30,000 square feet of recreational area, exclusive of required setback and yard requirements, per each thirty (30) ~~mobile~~ *manufactured* home lots or multiple or fraction thereof.
- (J) Additions to ~~mobile~~ *manufactured* homes. No permanent or semi-permanent structure shall be affixed to any ~~mobile~~ *manufactured* home as an addition to such mobile home. The prohibition herein against any addition or accessory to a ~~mobile~~ *manufactured* home shall not apply to a canopy or awning designed for use with a ~~mobile~~ *manufactured* home, nor to any expansion unit or accessory structures specifically manufactured for ~~mobile~~ *manufactured* homes. The lot coverage of a ~~mobile~~ *manufactured* home, together with an expansion or accessory structure permitted thereto by this article shall not exceed twenty percent of the total ~~mobile~~ *manufactured* home lot area.
- (K) Height regulations. No ~~mobile~~ *manufactured* home shall exceed fourteen (14) feet in height nor shall any storage facility or other accessory structure exceed the height of any ~~mobile~~ *manufactured* home which it serves. Utilities, television antennae and radio aerials are exempt.
- (L) ~~Mobile~~ *Manufactured* home standards. Every ~~mobile~~ *manufactured* home occupied as a dwelling unit in Fluvanna County shall meet the minimum standards of the Virginia *Manufactured Home Safety Regulations and shall have been manufactured under the authority of the National Manufactured Home Construction and Safety Standards Act, Industrialized Building Unit and Mobile Home Safety Regulations*, as the same shall be in effect from time to time.
- (M) Anchorage. Every parking space for ~~mobile~~ *manufactured* homes shall be provided with devices for anchoring the unit to prevent overturning or uplift. The anchorage shall be adequate to withstand wind forces and uplift as required for buildings and structures in the Virginia Uniform Statewide Building Code.

Sec. 22-13-7. Site plan required.

Each ~~mobile~~ *manufactured* home park shall be subject to the provisions of Article 23: *Site Development Plans* of this chapter.

.....
Article 14. PLANNED UNIT DEVELOPMENT DISTRICT (PUD).
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Sec. 22-14-8. Density.

- (1) The maximum residential base density permitted for individual land uses to be located in the PUD districts shall be as follows in Table 1 below.

(2) The allowable density for individual uses within the PUD District shall be calculated based on the Net Acreage of the land subject to the PUD zoning amendment application. The calculation of minimum and maximum yield for individual uses shall be based on the application of the minimum and maximum density for each use (see Table 1) to an adjusted Net Acreage. The Net Acreage reduces the gross area of the PUD land by the total of the non-qualifying land components within property. The Net Acreage = Gross Acreage - Non-Qualifying Area (acreage of the sum of the Non-Qualifying land components.) The components that comprise the Non-Qualifying areas include:

- area of existing dedicated public rights of way and easements,
- areas depicted on an adopted Official Transportation Map for future public improvements,
- area of existing land uses and structures, including platted lots, that are intended to remain as a part of the PUD project,
- areas deemed unbuildable due to geological, soils, or other environmental deficiencies,
- areas of wetlands and floodplains (as defined by FEMA 100-year floodplain or engineering study),
- area of existing ponds, stormwater management facilities, and water features that are not defined as wetlands or floodplains, and
- area of terrain with slopes in excess of thirty percent (30%).

PUD District Density Regulations								
Community Planning Area	Minimum & Maximum Density							
	Dwelling Units <i>par per</i> acre for Residential – Floor Area				Ratio <i>Ratio</i> for Commercial			
	Single Family		Townhouses		Multifamily		Commercial	
	min.	max.	min.	max.	min.	max.	min.	max.
Zion Crossroads Community Planning Area		6		9		16		
Zion Crossroads Urban Development Area	4	6	6	9	12	16	0.4	
Rivanna Community Planning Area		4		6		12		
Palmyra Community Planning Area		4		6		12		
Fork Union Community Planning Area		4		6		12		
Columbia Community Planning Area		4		6		12		

Scottsville Community Planning Area	4	6	12	
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Table 1: PUD Density Regulations

(3) An increase in the maximum residential density for a PUD district may be permitted in the following instances:

Open Space:

If 50% or more of the gross area of a PUD is preserved as open space, then a 20% increase in density may be permitted. If 75% or more of the gross area of a PUD is preserved as open space, then a 30% increase in density may be permitted.

Affordable Housing (as defined in the Comprehensive Plan):

If between 10% and 15% of the total number of dwelling units within a PUD are reserved for affordable housing, then a 20% increase in density may be permitted. If more than 15% of the total number of dwelling units within a PUD are reserved for affordable housing, then a 30% increase in density may be permitted.

Open Space and Affordable Housing:

Density bonuses may also be permitted with a combination of both open space and affordable housing. The increase in density that may be permitted shall be based on the following combinations of open space and affordable housing:

Open Space Provided	Affordable Housing Provided	Density Bonus Permitted
50%	10-15%	35%
50%	+ >15%	45%
75%	10-15%	40%
75%	+ >15%	50%

Transfer/Purchase of Development Rights:

(Reserved for future Transfer of Development Rights/Purchase of Development Rights density bonuses)

(Ord. 8-5-09; Ord. 11-16-11)

.....
Article 15. SIGN REGULATIONS.

Sec. 22-15-1. Statement of intent.

The following sign regulations are established to assure compatibility of signs with surrounding land usage, to enhance the economy of the county, to protect public investment in streets and highways, to promote the safety and recreational value of public travel, *to minimize possible adverse effects of signs on nearby public and private property*, to preserve natural beauty, *to protect the environment from litter and refuse, including abandoned signs*, and to

identify, direct and provide necessary information *efficiently* to motorist and pedestrians, *to decrease distraction of motorists and pedestrians by limiting confusing, distracting and obsolete signs, and to reduce obstruction of the roadway.* No sign shall be permitted erected or used in the county, except as permitted in this article. (Ord. 6-16-10)

Sec. 22-15-2. General provisions.

(1) Restricted Signs – The following types of signs are prohibited in all zoning districts:

- (a) Flashing signs;
- (b) Inflatable signs;
- (c) Moving signs;
- ~~(d) Off-premise signs; Intentionally omitted;~~
- (e) Pennant signs;
- (f) Portable signs;
- (g) Roof signs;
- (h) Any sign that obstructs any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress or egress for any building, as required by law;
- (i) Any sign which imitates or resembles any official traffic sign, signal or device, or uses the words “Stop” or “Danger” in close proximity to any public right-of-way, or interferes with any other public traffic sign;
- (j) Signs which produce noise or any visible smoke, vapor, particles, or odor;
- (k) Signs which advertise any activities which are illegal under state or federal law or regulations in effect at the location of such sign or at the location of such activities; and
- (l) Signs that violate state or federal laws, whether or not identified in this ordinance as being permitted.

(2) Exempt Signs – *Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in Sec. 22-22-1 of this Code, shall be posted a reasonable time before, but in no event greater than thirty (30) days prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to*

which the temporary sign refers. The following types of signs, as defined in and subject to the regulations in Sec. 22-22-1, are exempt from the sign permit requirements in all zoning districts.:

- (a) Auction signs;
- (b) Banner signs;
- (c) Construction signs;
- (d) Directional signs;
- (e) Estate signs;
- (f) Public signs;
- (g) Real estate signs;
- (h) Temporary signs;
- (i) Temporary directional signs;
- (j) Warning signs; and
- (k) Window signs.

(3) Illuminated Signs

- (a) Signs may be illuminated, either internally or externally, as permitted by this ordinance, provided that the illumination is fully shielded and directed at the sign and not in a manner as to cause a traffic hazard.
- (b) Where a permit is required, the permit shall not be issued until the location and illumination of the sign has been approved by the zoning administrator, or designee.
- (c) No light from any illuminated sign shall cause direct glare onto any adjoining piece of property, right-of-way, or building other than the building to which the sign applies to.
- (d) The copy of electronic message signs may not flash, scroll, move, or change at timed intervals of less than 20 seconds.
- (e) All electronic message signs must be equipped with an automatic dimmer that controls the intensity of the light source. The intensity of light allowed for all illuminated signs shall be 85 percent by day and 50 percent at night.

- (f) All electronic message signs must be turned off at the close of business, unless displaying time or temperature.

(4) Setbacks

- (a) Signs shall be exempt from setback requirements in all zones, provided that no sign shall be located as to interfere with vehicular sight distances at intersections or to create a safety hazard.
- (b) Signs shall not be located within any public right-of-way, unless approved by the Virginia Department of Transportation.

(5) Sign Area

- (a) The sign area shall be measured as the area of the sign face which includes the advertising surface and any framing, trim, or molding. Two sided sign faces shall be counted as a single sign face.
- (b) Area not included – the sign area shall not include any of the support structure or architectural features that are not an integral part of the sign which may consist of landscaping, building structural form complementing the site in general.

(6) Sign Height

- (a) The sign height shall be measured as the vertical distance from the normal grade directly below the sign to the highest point of the sign or sign structure, whichever is higher and shall include the base and any support structure.
- (b) Signs shall not exceed six (6) feet in height, except as otherwise permitted by this article.

(Ord. 6-16-10)

Sec. 22-15-2.1. *Repealed.* Political signs on privately owned property.

- ~~(1) No political sign may be larger than the largest other sign allowed in the zoning district.~~
- ~~(2) No political sign may be illuminated if it is larger than a business sign allowed in the zoning district.~~
- ~~(3) Every political sign that is directed toward a particular election issue or candidate may be erected not more than 60 days before such election and shall be removed and lawfully disposed of not more than 10 days after such election. (Ord. 6-16-10)~~

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Sec. 22-15-4. Administration.

(1) Permit Requirements – Except as otherwise provided herein, no sign shall be erected, altered, refaced or relocated unless a sign permit has been approved by the Zoning Administrator. Where there is a discrepancy between Fluvanna County and the Virginia Department of Transportation sign regulations, the more stringent shall apply. Where the Fluvanna County sign regulations do not recognize a particular type of sign, the Virginia Department of Transportation regulations shall apply.

(2) Maintenance and Removal

- (a) All signs shall be constructed in compliance with the ~~International~~ *Uniform Statewide Building Code*, as adopted by the Virginia State Code.
- (b) All signs and components thereof shall be *legible and shall be* maintained in good repair and in a safe, neat, and clean condition.
- (c) The Zoning Administrator may cause to have removed or repaired immediately any sign which, in the Zoning Administrator’s opinion, has become insecure, in danger of falling, or otherwise unsafe, and, as such, presents an immediate threat to the safety of the public. If such action is necessary to render a sign safe, the cost of such emergency removal or repair shall be at the expense of the owner or lessee thereof.
- (d) Any sign that is obsolete, because of discontinuance of the subject activity or any other reason that would cause the sign to be obsolete, shall be removed within ~~thirty (30)~~ *ten (10)* days.
- (e) Any sign located on property, which becomes vacant and is unoccupied for a period of two (2) years or more shall be deemed abandoned. An abandoned sign shall be removed by the owner or lessee of the property. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner fifteen (15) days written notice to remove it. Upon failure to comply with this notice, the Zoning Administrator may initiate such action as may be necessary to gain compliance with this provision.
(Ord. 6-16-10)

Sec. 22-15-4.1. “Going out of business” and “Special” sales.⁴

- (A) *All persons must obtain a permit from the county in order to advertise or conduct a sale for the purpose of discontinuing a retail business, or to modify the word “sale” in any advertisement with the words “going out of business” or any other words which tend to insinuate that the retail business is to be discontinued and the merchandise liquidated.*
- (B) *The applicant shall submit an application for a permit to the county administrator, or his designee, which shall include the following:*

⁴ For state law requiring the county to oversee and permit such sales, see Code of Va., §§ 18.2-223, 18.2-224.

- (1) *A statement of the purpose of the sale (i.e. liquidation of assets, terminating retail business);*
- (2) *An inventory including the kind and quantity of all goods to be offered for sale during the sale;*
- (3) *A copy of any proposed advertisements which may be posted or published in connection with the special sale; and*
- (4) *A fee of \$65 for the processing of the permit, which shall not be refunded.*

(C) Upon receipt of the complete application and fee, the county administrator or his designee, shall issue a special sale permit which shall be valid for a maximum of sixty (60) days. An extension of the sale or additional sale shall require an additional permit application and fee as described above. A maximum of one permit beyond the initial sixty (60) day permit may be granted solely for the purpose of liquidating only those goods contained in the initial inventory list which remain unsold.

(D) The permittee shall prominently display the permit number and effective dates of the special sale on any and all advertisements for such sale. The permittee may not advertise along with its special sale any goods not listed in the inventory provided to the county in its application.

(E) The permittee may not commingle or add to the special sale any goods not listed in the inventory list provided to the county. Upon proof that the permittee has commingled or added goods not listed in the inventory list to the special sale, the county may revoke the special sale permit.

(F) The county administrator's designee shall inspect the advertisement and conducting of the special sale to insure it is being advertised and conducted in conformity with the permit.

(G) Advertising or conducting a special sale without a permit, as required by this section, shall be punishable as a Class 1 misdemeanor.

Sec. 22-15-5. Non-conforming signs.

(1) No nonconforming sign shall be enlarged nor be worded so as to advertise or identify any use other than that in effect at the time it became a nonconforming sign.

(2) Signs lawfully existing on the effective date of this ordinance or prior ordinances, which do not conform to the provisions of this ordinance, and signs which are accessory to a nonconforming use shall be deemed to be nonconforming signs and may remain except as qualified below. Such signs shall not be enlarged, extended or structurally reconstructed or altered in any manner, except a sign face may be changed so long as the new face is equal to or reduced in height and/or sign area. The burden of establishing the nonconforming status of signs and of the physical characteristics/location of such signs shall be that of the owner of the property. Upon

notice from the Zoning Administrator, a property owner shall submit verification that sign(s) lawfully existed at time of erection. Failure to provide such verification shall be cause for order to remove sign(s) or bring sign(s) into conformance with the current ordinance.

- (3) Nothing in this section shall be deemed to prevent keeping in good repair a nonconforming sign; provided, however, that no nonconforming sign which has been declared by the Zoning Administrator to be unsafe because of its physical condition, as provided for in this ordinance, shall be repaired, rebuilt or restored unless such repair or restoration will result in a sign which conforms to all applicable regulations.
- (4) No nonconforming sign shall be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform to the provisions of this article.
- (5) If a nonconforming sign is removed, the subsequent erection of a sign shall be in accordance with the provisions of this article.
- (6) A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty (50) percent of its replacement value may be restored within two (2) years after such destruction or damage but shall not be enlarged in any manner. If such sign is so destroyed or damaged to an extent exceeding fifty (50) percent, it shall not be reconstructed except for a sign, which would be in accordance with the provisions of this article.
- (7) A nonconforming sign that is changed to, or replaced by, a conforming sign shall no longer be deemed nonconforming, and thereafter such sign shall be in accordance with the provisions of this article.
- (8) A nonconforming sign shall be removed if the structure to which it is accessory is demolished or destroyed to an extent exceeding fifty (50) percent of its appraised value.
- (9) The ownership of the sign or the property on which the sign is located shall not, in and of itself, affect the status of a non-conforming sign.
- (10) *A nonconforming sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two years. After the two year period, the zoning administrator shall make a reasonable attempt to contact the property owner. If the property owner refuses to remove the abandoned sign, the county's agents or employees may enter the property upon which the sign is located and remove such sign and charge the cost of removal to the owner of the property. Nothing herein shall prevent the county from applying to the appropriate courts for an order requiring removal of the abandoned nonconforming sign by injunction or other appropriate remedy.*⁵
(Ord. 6-16-10)

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⁵ For state authority as to the removal of abandoned nonconforming signs, see Code of Va., § 15.2-2307.

Article 16. Nonconforming Uses.

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Sec. 22-16-8. Repair and restoration after damage.

(A) Where in any zone, a conforming structure devoted to a non-conforming activity or a nonconforming structure is destroyed or damaged in any manner, whether wholly or partially, either may be repaired or restored provided such repair or restoration is started within twelve months from the date of damage or partial destruction. Such restoration shall not exceed 200% of its size in square footage when destroyed. Any such expansion exceeding 100% of the original structure shall conform with the yard requirements of this ordinance. *Any such repair or restoration must be carried out in compliance with the Uniform Statewide Building Code and Fluvanna County flood plain regulations, as required by the Code of Virginia § 15.2-2307.*

(B) ~~B. RESERVED~~ *If a nonconforming structure is in an area under a federal disaster declaration and the structure has been damaged or destroyed as a direct result of the conditions that gave rise to the federal disaster declaration, then it may be repaired or restored for an additional two (2) years after the time permitted in subsection (a) above.*

(C) ~~C.~~ Any *manufactured mobile*-home which was lawfully in existence in the county on the effective date of this ordinance may be replaced by another mobile home, subject to the following:

- (1) The replacement *manufactured mobile*-home shall contain the same or greater floor area as the *manufactured mobile*-home being replaced;
- (2) The replacement *manufactured mobile*-home shall comply with all building and construction codes in the Commonwealth of Virginia applicable to *manufactured mobile*-homes;
- (3) The replacement *manufactured mobile*-home shall be located on the same parcel so as to comply with all yard and setback requirements of the ordinance unless the dimensions of the parcel are such that such compliance is infeasible, in which case the replacement *manufactured mobile*-home shall be located substantially in the same location as the *manufactured mobile*-home being replaced;
- (4) The *manufactured mobile*-home being replaced shall be removed from the parcel no later than *ninety* (90) days after the replacement *manufactured mobile*-home is placed on the parcel.
- (5) There shall be no dual occupancy when such *manufactured mobile*-homes are being replaced.
- (6) The replacement *manufactured mobile*-home shall be located on the parcel not more than *ninety* (90) days after removal of the *manufactured mobile*-home to be replaced.

.....

Article 17. General Provisions.

Sec. 22-17-1. Zoning permits.

- (A) Buildings or structures shall be started, reconstructed, or enlarged only after a zoning permit has been obtained from the administrator or his designated agent.

- (B) Each application for a zoning permit shall be accompanied by a site plan which complies with the provisions of Article 23: *Site Development Plans* of this chapter. In the case of any building, structure or use which is exempt from the provisions of Article 23, a sketch plan shall be submitted. Each such sketch plan shall show the property in such detail as the administrator may deem necessary to ensure compliance with this chapter. Except as may otherwise be required in a particular case, such sketch shall show the size and shape of the parcel of land on which the proposed building, structure or use is to be established, the nature of the proposed use of the building or land, and the size, shape and location of such building, structure or use with respect to the property lines of said parcel of land and to the right-of-way of any street or highway adjoining said parcel of land, including all setbacks and required yards as prescribed by this chapter and by all applicable deed restrictions known to the applicant. *The sketch plan shall also include any* ~~Any~~ *other information which the administrator may deem necessary for construction of the application* ~~may be required~~. If the proposed building, structure or use is in conformity with the provisions of this chapter, a permit shall be issued to the applicant by the administrator.

- (C) Activity for which a zoning permit was issued must commence within twenty-four months or such permit shall expire and be of no further effect.

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Sec. 22-17-6. Widening of highways and streets.

Whenever there shall be plans in existence *for* a project in the Secondary or Primary Six Year Plan that has been approved by the Virginia Department of Transportation and the governing body for the widening of any street or highway, the administrator may require additional front yard setbacks for any new construction or for any structures altered or remodeled adjacent to the future planned right of way, in order to preserve and protect the right of way for such proposed street or highway widening.

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Sec. 22-17-9. Conditional rezoning.⁶

- (A) As part of a rezoning or amendment to the zoning map, the owner of any property subject to any application for such rezoning or amendment to the zoning map, may voluntarily proffer, in writing submitted to the zoning administrator prior to a public hearing before the governing body, reasonable conditions for such rezoning or amendment to the zoning map, in addition to the regulations provided for the zoning district by this chapter, provided that such proffered conditions comply in full with all provisions of Sections 15.2-2297 and 15.2-2298 of the Code of Virginia.

⁶ *As to state law regarding conditional rezoning, see Code of Va., § 15.2-2296 et seq.*

- (B) Once proffered and accepted as part of an amendment to the zoning ordinance, such conditions shall continue in effect until a subsequent amendment changes the zoning on the property covered by such conditions; however, such conditions shall continue if the subsequent amendment is part of a comprehensive implementation of a new or substantially revised zoning ordinance. No amendment or variation of conditions created pursuant to this section shall take effect until after a public hearing before the governing body advertised in accordance with Section 15.2-2204 of the Code of Virginia. Except as the governing body may expressly provide in a particular case, each such condition shall be deemed to be integral to, and nonseverable from, the rezoning or amendment to the zoning map to which it applies.
- (C) No proffer for the dedication of real property or payment of cash shall be accepted unless the county has adopted a capital improvement program pursuant to Section 15.2-2239 of the Code of Virginia. No such dedication or cash payment shall be made until the facilities for which such property is dedicated or cash is tendered are included in the capital improvement program, provided that nothing herein shall prevent the county from accepting proffered conditions which are not normally included in such capital improvement program. If such proffered conditions include the dedication of real property or the payment of cash, the proffered conditions shall provide for the disposition of such property or cash payment in the event the property or cash payment is not used for the purpose for which proffered.
- (D) In the event proffered conditions include a requirement for the dedication of real property of substantial value, or substantial cash payments for or construction of substantial public improvements, the need for which is not generated solely by the rezoning itself, then no amendment to the zoning map for the property subject to such conditions, nor the conditions themselves, nor any amendments to the text of the ordinance with respect to the zoning district applicable thereto initiated by the governing body, which eliminate, or materially restrict, reduce or modify the uses, the floor area ratio, or the density of use permitted in the zoning district applicable to such property shall be effective with respect to such property unless there has been mistake, fraud, or a change in circumstances substantially affecting the public health, safety, or welfare.
- (E) Nothing in this section shall be construed to affect or impair the authority of the governing body to:
- ~~(a)~~ (1) Accept proffered conditions which include provisions for timing or phasing of dedications, payments or improvements; or
 - ~~(b)~~ (2) Accept or impose valid conditions pursuant to subsection (A)(3) of Section 15.2-2286 of the Code of Virginia or other provision of law.
- (F) The zoning map shall show by an appropriate symbol on the map the existence of conditions attaching to the zoning on the map. The zoning administrator shall keep in his office and make available for public inspection a Conditional Zoning Index. The Index shall provide ready access to the ordinance creating conditions in addition to the regulations provided for in a particular zoning district or zone. The zoning administrator is vested with all necessary authority on behalf of the governing body and pursuant to Section 15.2-2299 of the Code of Virginia to administer and enforce conditions attached to a rezoning or amendment to a zoning

map, though all decisions made pursuant to this section are subject to appeal to the governing body according to the procedures described in Section 15.2-2301 of the Code of Virginia.

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Sec. 22-17-15. Special exception for placement of ~~mobile~~ a manufactured home.

The zoning administrator may approve placement of a *manufactured* ~~mobile~~ home in the event that a residence is destroyed or made unlivable by fire, flood, wind, or other natural causes, provided that placement shall be for a period not longer than 12 months from the date of occurrence of the event, and also provided that written approval is obtained from the respective property owners association, if any.

Sec. 22-17-16. Special use permit for power production plants.

A power production plant may be constructed pursuant to Section 22-4-2.2 and Section 22-17-4 of this chapter, upon showing by the applicant of the following:

(1) The proposed location for the power plant is supported by a clear dependence upon the confluence of utilities necessary for the operation of the power production plant and the transmission of the electricity the plant generates;

(2) The proposed power plant will not be of substantial detriment to adjacent property and the general character of the district will not be changed as a result of its operation. This shall be accomplished, in part, by meeting the following minimum criteria:

(a) The proposed site shall be a minimum of 300 acres and allow for at least 87% of the property to be left as open space;

(b) The proposed site features natural vegetation or topographical features that provide for ample perimeter screening and buffering to minimize any visual or other impacts on adjacent property;

(c) The proposed location has adequate access to the road system and shall not create or exacerbate traffic congestion;

(3) In addition to meeting the minimum site-related criteria listed in (a), (b) and (c) above, the design of the proposed electrical power production plant shall be subject in all respects to the provisions of this chapter except as listed in (a) through (e), below. These exceptions shall be deemed to be compatible with the general character of the district and provide further protection of adjacent property from potential adverse impacts:

(a) The height of any buildings or structures shall not exceed the lesser of 145 feet above ground level or the height of the tallest chimney as determined by paragraph (b) below;

(b) The height of any chimney shall not exceed the lesser of 145 feet above ground level or the height determined by "good engineering practice" as

determined by the State Air Pollution Control Board or the Department of Environmental Quality pursuant to applicable regulations addressing stack heights;

(c) The amount of impervious surface coverage shall be thirteen per cent (13%) or less, provided that storm water detention ponds or reservoirs shall be considered pervious surface(s);

(d) Any buildings or structures over *twelve* (12) feet in height, ~~other than public utility structures subject to the provisions of Section 22-17-14 of this chapter,~~ shall be located a minimum of 300 feet distant from adjoining property lines or edge of road rights-of-way;

(e) There shall be a minimum of 300-foot wide vegetated buffer around the development which, in all other respects, conforms to the County landscaping requirements to be reviewed and approved along with the other requirements of a site development plan;

(4) In addition to obtaining zoning approval from Fluvanna County, the proposed power plant also will obtain, and maintain, valid permits as required by all other regulatory bodies of the state and federal governments.

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Article 18. Provisions for Appeal and Variance.

Sec. 22-18-1. Board of zoning appeals.⁷

(A) A board consisting of five (5) members shall be appointed by the Circuit Court of Fluvanna County. *Members of the board shall be residents of Fluvanna County.* Members of the board may receive such compensation as may be authorized by the governing body. Members shall be removable for cause by the appointing court after hearing held after at least fifteen (15) days' notice. Appointments for vacancies occurring otherwise than by expiration of term shall in all cases be for the unexpired term.

(B) The term of office shall be for five (5) years, except that of the first five (5) members appointed, one (1) shall serve for five (5) years, one (1) for four (4) years, one (1) for three (3) years, one (1) for two (2) years and one (1) for one (1) year. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until his successor is appointed and qualifies. Members of the board shall hold no other public office in the county, except that one of the five appointed members may be an active member of the planning commission.

(C) Any member of the board shall be disqualified to act upon a matter before the board with respect to property in which the member has a legal interest.

⁷ As to state law authorizing the formation of the county's board of zoning appeals, see Code of Va., § 15.2-2308.

(D) The board shall choose annually its own chairman and vice chairman who shall act in the absence of the chairman. The board may elect as its secretary either one of its members or a qualified individual who is not a member of the board. A secretary who is not a member of the board shall not be entitled to vote on matters before the board.

Sec. 22-18-1.1. Ex parte communications and proceedings.⁸

(A) *The non-legal staff of the governing body may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law does occur, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication and the identity of the individuals involved in the communication. For the purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner or his agent or attorney are all invited.*

(B) *Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved under Virginia Code Section 15.2-2314, as soon as practicable thereafter, but no more than three (3) business days after providing such materials to a member of the board. If the applicant, appellant or other person aggrieved under Virginia Code Section 15.2-2314 requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made in accordance with the FOIA requirements in Virginia Code Section 2.2-3704. Any such materials furnished to a member of the board shall also be made available for public inspection as required by Virginia Code Section 2.2-3707(F).*

(C) *For the purposes of this section, “non-legal staff of the governing body” means any staff who is not in the office of the county attorney, or for the board, or who is appointed by special law. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff or any attorney where such communication is protected by attorney-client privilege or other similar privilege or the protection of confidentiality.*

(D) *This section shall not apply to cases where an application for a special exception has been filed pursuant to this chapter.*

Sec. 22-18-2. Powers of the Board of Zoning Appeals.⁹

⁸ As to state law provisions regarding board of zoning appeals ex parte communications and proceedings, see Code of Va., § 15.2-2308.1.

⁹ As to state law regarding powers of the board of zoning appeals, see Code of Va., § 15.2-2309.

The Board of Zoning Appeals shall have the following powers and duties:

(A) To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this ordinance or of any ordinance adopted pursuant thereto.

(1) *The decision on such appeal shall be based on the board's judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct.*

(2) *At a hearing on an appeal, the administrative officer shall explain the basis for his determination after which the appellant has the burden to rebut such presumption of correctness by a preponderance of the evidence.*

(3) *The board shall consider any applicable ordinances, laws, and regulations in making its decision. For the purposes of this section, determination means any order, requirement, decision or determination made by an administrative officer.*

(4) *Any appeal of a determination to the board shall be in compliance with this section, notwithstanding any other provision of law, general or special.*

(B) ~~Notwithstanding any other provision of law, general or special, to grant To authorize upon appeal or original application in specific cases such a variance as defined by Virginia Code Section 15.2-2201 from the terms of the ordinance as will not be contrary to the public interest, when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary hardship; provided that the spirit of the ordinance shall be observed and substantial justice done, as follows: the burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that his application meets the standard for a variance as defined in Virginia Code Section 15.2-2201 and the criteria set out in this section, as follows:~~

(1) ~~When a property owner can show that his~~ *Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance and*

(i) the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of the ordinance or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the use or development of property immediately adjacent thereto, the strict application of the terms of the ordinance would effectively prohibit or unreasonably restrict the use of the property or where the board is satisfied, upon the

~~evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant, provided that all variances shall be in harmony with the intended spirit and purpose of the ordinance.~~

(ii) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area;

(iii) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;

(iv) the granting of such variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and

(v) the relief or remedy sought by the variance application is not available through a special exception process or the process for modification of a zoning ordinance at the time of the filing of the variance application.

~~2. No such variance shall be authorized by the board unless it finds: (a) that the strict application of the ordinance would produce undue hardship; (b) that such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and (c) that the authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.~~

~~3. (2) No such variance shall be authorized~~ *considered* except after notice and hearing as required by Section 15.2-2204 of the Code of Virginia, as amended; however, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to Section 15.2-2309 of the Code of Virginia.

~~4. No variance shall be authorized unless the board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.~~

~~5. (3) In authorizing~~ *granting* a variance the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to insure that the conditions imposed are being and will continue to be complied with.

(C) To hear and decide appeals from the decision of the zoning administrator. No such appeal shall be heard except after notice and hearing as provided by Section 15.2-2204 of the Code of Virginia; however, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to Section 15.2-2309 of the Code of Virginia.

(D) To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by any such question, and after public hearing with notice as required by Section 15.2-

2204 of the Code of Virginia, the board may interpret the map in such way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to Section 15.2-2309 of the Code of Virginia. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance.

(E) No provision of this section shall be construed as granting any board the power to rezone property *or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the governing body.*

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Sec. 22-18-4. Applications for variances, appeals to the Board of Zoning Appeals.¹⁰

(A) Applications for variances may be made by any property owner, tenant, government official, department, board or bureau. Such application shall be made to the zoning administrator in accordance with rules adopted by the board. The application and accompanying maps, plans or other information shall be transmitted promptly to the secretary of the board who shall place the matter on the docket to be acted upon by the board. The zoning administrator shall also transmit a copy of the application to the local commission which may send a recommendation to the board or appear as a party at the hearing. Substantially the same application will not be considered by the board within one year after the decision of the board.

(B) An appeal to the board may be taken by any person aggrieved or by any officer, department, board or bureau of the county affected by ~~such~~ *any decision of the zoning administrator or from any order, requirement, decision or determination made by any other administrative officer in the administration and enforcement of this article, any ordinance adopted pursuant to this article, or any modification of zoning requirements pursuant to this chapter.*

(1) Any written notice of a zoning violation or a written order of the zoning administrator dated on or after July 1, 1993, shall include a statement informing the recipient that he may have a right to appeal the notice of a zoning violation or a written order within thirty (30) days in accordance with this section, and that the decision shall be final and unappealable if not appealed within thirty (30) days. The zoning violation or written order shall include the applicable appeal fee and a reference to where additional information may be obtained regarding the filing of an appeal. The appeal period shall not commence until the statement is given. A written notice of a zoning violation or a written order of the zoning administrator that includes such statement sent by registered or certified mail to, or posted at, the last known address of the property owner as shown on the current real estate tax assessment books or records shall be deemed sufficient notice to the property owner and shall satisfy the notice requirements of this section.

(2) Such appeal shall be taken within thirty (30) days after the decision appealed from by filing with the zoning administrator, and with the board, a notice of appeal specifying the grounds thereof. Pursuant to ~~Section 15.2-2311~~ of the Code of Virginia,

¹⁰ As to state law regarding appeals to the board of zoning appeals, see Code of Va., § 15.2-2311.

~~the zoning administrator shall attach to any written notice of a zoning violation or any written order a statement informing the recipient that he may have a right to an appeal within thirty days, and that the zoning administrator's decision shall become final and unappealable if not filed within thirty days.~~

(3) *Upon the filing of the appeal, the* ~~The~~ zoning administrator shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken.

(4) *A decision by the board on appeal shall be binding upon the owner of the property which is the subject of such appeal only if the owner of such property has been provided notice of the zoning violation or written order of the zoning administrator. The owner's actual notice of such notice of zoning violation or written order or active participation in the appeal hearing shall waive the owner's right to challenge the validity of the board's decision due to failure of the owner to receive the notice of zoning violation or written order.*

(5) An appeal shall stay all proceedings in furtherance of the action appealed from unless the zoning administrator certifies to the board that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order granted by the board or by a court of record, on application and on notice to the zoning administrator and for good cause shown.

(6) In no event shall a written order, requirement, decision or determination made by the zoning administrator or other administrative officer be subject to change, modification or reversal by any zoning administrator or other administrative officer after sixty days have elapsed from the date of the written order, requirement, decision or determination where the person aggrieved has materially changed his position in good faith reliance on the action of the zoning administrator or other administrative officer unless it is proven that such written order, requirement, decision or determination was obtained through malfeasance of the zoning administrator or other administrative officer or through fraud. The sixty-day limitation period shall not apply in any case where, with the concurrence of the attorney for the governing body, modification is required to correct clerical ~~or other non~~discretionary errors.

(C) *In any appeal taken pursuant to this section, if the board's attempt to reach a decision results in a tie vote, the matter may be carried over until the next scheduled meeting at the request of the person filing the appeal.*

Sec. 22-18-5. Appeal procedure.

(A) Applications for variance and appeals shall be filed with the board of zoning appeals in care of the zoning administrator.

- (B) Appeals and applications for variance requiring an advertised public hearing shall be accompanied by a filing fee as determined by a fee schedule adopted by resolution of the governing body. *The fee for filing an appeal shall not exceed the costs of advertising the appeal for public hearing and reasonable costs, as provided in Section 15.2-2311(A0 of the Code of Virginia.* (Ord. 9-21-05)
- (C) All other procedural requirements of Section 15.2-2312 of the Code of Virginia shall be observed by the board of zoning appeals.
- (D) *For the conduct of any hearing, a quorum shall not be less than three members of the board and the board shall offer an equal amount of time in a hearing on the case to the applicant, appellant or other person aggrieved, and the staff of the local governing body, pursuant to Section 15.2-2308 of the Code of Virginia.*

Sec. 22-18-6. Public hearing.¹¹

The board shall fix a reasonable time for the hearing of an application or appeal, give public notice thereof as well as due notice to the parties in interest and decide the same within ninety days. In exercising its powers, the board may reverse or affirm wholly or partly, or may modify, the order, requirement, decision or determination of an administrative officer or decide in favor of the applicant on any matter upon which it is required to pass under the ordinance or to effect any variance from the ordinance.

Sec. 22-18-7. Certiorari to review decisions of board of zoning appeals.

- (A) Any person or persons jointly or severally aggrieved by any decision of the board of zoning appeals, or any taxpayer or any officer, department, board or bureau of the county, may present to the circuit court of the county a petition specifying the grounds on which aggrieved within thirty (30) days after the filing of the decision in the office of the board.
- (B) Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the board of zoning appeals and shall prescribe therein the time within which a return thereto must be made and served upon the relator's attorney, which shall not be less than ten (10) days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due cause shown, grant a restraining order.
- (C) The board of zoning appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof as may be called for by such writ. The return shall concisely set forth such facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.

¹¹ *As to state law regarding the timing of public hearing and powers of the board of zoning appeals, see Code of Va., § 15.2-2312.*

(D) ~~If, upon the hearing, it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a commissioner to take such evidence as it may direct and report the same to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made.~~ The Court may reverse or affirm, wholly or partly, or may modify the decision brought up for review.

(E) Costs shall not be allowed against the board, unless it shall appear to the court that it acted in bad faith or with malice in making the decision appealed from. In the event the decision of the board is affirmed and the court finds that the appeal was frivolous, the court may order the person or person who requested the issuance of the writ of certiorari to pay the costs incurred in making a return of the record pursuant to the writ of certiorari.

Section 22-18-7.1. Presumptions and burdens of proof.

(A) *In the case of an appeal from the board of zoning appeals to the circuit court of an order, requirement, decision or determination of a zoning administrator or other administrative officer in the administration or enforcement of any ordinance or provision, or any modification of zoning requirements, the findings and conclusions of the board of zoning appeals on questions of fact shall be presumed to be correct. The appealing party may rebut that presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision. The court shall hear any arguments on questions of law de novo.*

(B) *In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted an application for a variance, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut the presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision.*

(C) *In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted application for a special exception, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut that presumption by showing to the satisfaction of the court that the board of zoning appeals applied erroneous principles of law, or where the discretion of the board of zoning appeals is involved, the decision of the board (i) was plainly wrong, (ii) was in violation of the purpose and intent of the zoning ordinance, and (iii) is not fairly debatable.*

(D) *In the case of an appeal from the board of zoning appeals to the circuit court of a decision of the board, any party may introduce evidence in the proceedings in the court in accordance with the Rules of Evidence of the Supreme Court of Virginia.*

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Article 21. Administration and Interpretation.
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Sec. 22-21-3. Interpretation.

Unless district boundary lines are fixed by dimensions or otherwise clearly shown or described, and where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the zoning map, the following rules shall apply:

(A) Where district boundaries are indicated as approximately following or being at right angles to the center lines of streets, highways, alleys, or railroad main tracks, such center lines or lines at right angles to such center lines shall be construed to be such boundaries, as the case may be.

(B) Where a district boundary is indicated to follow a river, creek or branch or other body of water, said boundary shall be construed to follow the center line at the low water or at the limit of the jurisdiction and in the event of change in the shoreline, such boundary shall be construed as moving with the actual shoreline.

(C) If no distance, angle, curvature, description or other means is given to determine a boundary line accurately and the foregoing provisions do not apply, the same shall be determined by the use of the scale shown on said zoning map. In the case of subsequent dispute, the matter shall be referred to the Board of Zoning Appeals which shall determine the boundary.¹²

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Article 22. Definitions

Sec. 22-22-1. Rules of construction; definitions.

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

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ASSISTED LIVING FACILITY: A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The facility operation shall have the capacity to provide residents with an array of services supporting Activities of Daily Living (ADL's) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self-administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density *when and as required by the Code of Virginia Section 15.2-2291.*
.....

¹² As to state law provisions regarding district boundary lines, see Code of Va., § 15.2-2309(4).

CENTRAL SEWERAGE SYSTEM: A sewerage system consisting of pipelines or conduits, pumping stations, force mains or sewage treatment plants, including, but not limited to, septic tanks and/or drain fields, or any of them designed to serve three or more connections, used for conducting or treating sewage which is required to be approved by the board of supervisors *in accordance with the Virginia Waste Management Act. pursuant to Title 15.1, Chapter 9, Article 9 of the Code of Virginia.* See *Utilities, major and minor uses.*

CENTRAL WATER SUPPLY: A water supply consisting of a well, springs or other source and the necessary pipes, conduits, mains, pumping stations and other facilities in connection therewith, to serve or to be capable of serving three or more connections, which is required to be approved by the board of supervisors *in accordance with the Virginia State Water Control Board Regulations. pursuant to Title 15.1, Chapter 9, Article 7 of the Code of Virginia.* See *Utilities, major and minor uses.*

.....
CHILD DAY CENTER: A child day program offered to (i) two (2) or more children under the age of thirteen in a facility that is not the residence of the provider or of any of the children in care or (ii) thirteen (13) or more children at any location. See also CHILD DAY PROGRAM, FAMILY DAY HOME.

CHILD DAY PROGRAM: A regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of thirteen for less than a 24-hour period. See also CHILD DAY CENTER, FAMILY DAY HOME.

DAYCARE CENTER: *See CHILD DAY CENTER, CHILD DAY PROGRAM, FAMILY DAY HOME.* ~~A facility operated for the purpose of providing care, protection and guidance to ten (10) or more individuals during only part of a 24 hour day. This term includes nursery schools, preschools, daycare centers, and other similar uses but excludes public and private educational facilities or any facility offering care to individuals for a full 24-hour period.~~

.....
FAMILY DAY HOME: A child day program offered in the residence of the provider or the home of any of the children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider's own children and any children who reside in the home, when at least one (1) child receives care for compensation. Family day homes serving six (6) through twelve (12) children, exclusive of the provider's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all grandchildren of the provider shall not be required to be licensed. See also CHILD DAY CENTER, CHILD DAY PROGRAM.

FAMILY DAYCARE HOME: *See CHILD DAY CENTER, CHILD DAY PROGRAM, FAMILY DAY HOME.* ~~A single family dwelling in which more than five (5) but less than thirteen (13) individuals are received for care, protection, and guidance during only part of a twenty four (24) hour day. Individuals related by blood, legal adoption, or marriage to the person who maintains~~

~~the home shall not be counted towards this total. The care of five (5) or fewer individuals for portions of a day shall be considered as a home occupation.~~

.....

INOPERABLE MOTOR VEHICLE: (i) any motor vehicle which is not in operating condition; (ii) any motor vehicle which for a period of 60 days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle; or (iii) any motor vehicle on which there are displayed neither valid license plates nor a valid inspection decal, *as provided in Code of Virginia Section 15.2-904.*

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MEDIA, ADULT: Magazines, books, videotapes, movies, slides, CD-ROMs, *DVDs or blu-ray* or other devices used to record computer images, or other media that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas. See *Retail store, adult use.*

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~~NURSING HOME: Any place or institution, other than a hospital, for the aged, infirm, senile, chronically ill, or convalescent established to render domiciliary care, custodial care, treatment or lodging to three (3) or more nonrelated persons. facility, or any identifiable component of any facility, other than a hospital, licensed pursuant to the Code of Virginia, Section 32.1-123, in which the primary function is the provision, on a continuing basis, of nursing and health-related services for the treatment and inpatient care of two (2) or more nonrelated individuals, including, but not limited to, facilities known as convalescent homes, skilled nursing facilities, skilled care facilities, intermediate care facilities, extended care facilities, and nursing or nursing care facilities.~~

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PARKING BAY: A continuous row of parking, containing twenty (20) parking spaces or less, bounded on both ends by a parking island, as specified in Article ~~22~~ 26: *Off-Street Parking and Loading Spaces* of this chapter.

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~~SIGN, AUCTION: A temporary sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed 20 square feet in area. and may be erected not more than one (1) month before the date of the auction advertised and shall be removed within forty eight (48) hours of its conclusion.~~

.....

SIGN, BANNER: A temporary sign, not exceeding 32 square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.

.....

SIGN, CONSTRUCTION: A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed 32 square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy.

.....

SIGN, POLITICAL: A *temporary* sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government. (Ord. 10-18-00)

.....
SIGN, TEMPORARY: A sign for the advertising of a special event, product, group, *occurrence, speaker, program* or seasonal activity and not intended or designed for permanent display, *including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization.* *Temporary signs shall be posted a reasonable time before, but in no event greater than thirty (30) days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Such signs shall not exceed 12 square feet and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.*

SIGN, TEMPORARY DIRECTIONAL: A *temporary* sign directing individuals to the location of a special event or gathering. ~~Such signs shall not exceed twelve (12) square feet and shall not be posted more than seven (7) days prior to the event and must be removed within seven (7) days after the event.~~

.....
SIGN, WARNING: A sign, ~~not exceeding four (4) square feet,~~ located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.

.....
UTILITY, MAJOR: Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, *information* and communication facilities.

UTILITY, MINOR: Facilities for the distribution and collection of public, private and central utilities including poles, lines, transformers, pipes, meters, *information* and communication distribution lines.

VARIANCE: A variance is a *reasonable deviation from the provisions of the zoning ordinance regulating the size or area of a lot or parcel of land, or the size, area, bulk or location of a building or structure when the strict application of the ordinance would result in unnecessary or unreasonable hardship to the property owner, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the intended spirit and purpose of the ordinance, and would result in substantial justice being done. It shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning.* ~~relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for height, area, and size of structure of size of yards and open spaces; establishment or expansion of a use otherwise~~

~~prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or adjoining zoning districts.~~

.....

WOODSTORAGE, TEMPORARY: A lot utilized for the temporary (30, 60, or 90 days) storage/loading of forestry products transported from some other location.

.....

Article 23. Site Development Plans.

.....

Sec. 22-23-6. Site plan content.

(1) The site plan, or any portion thereof, involving engineering, urban planning, landscape architecture, architecture, or land surveying, shall be prepared by a qualified person.

(2) Final site plans submitted for approval shall be certified by an architect, landscape architect, engineer, or land surveyor licensed or certified to practice by the Commonwealth of Virginia within the limits of his respective license or certification.

(3) ~~All~~ The minor or major site plans shall include:

(A) The proposed title of the project and the name of the engineer, architect, landscape architect, surveyor, and developer, as applicable.

(B) A signature panel for the Director of Planning to indicate approval.

(C) A ~~north~~ North arrow, scale graphic, and date.

(D) A vicinity map.

(E) ~~The existing~~ Existing zoning and zoning district boundaries on the property in the development and on immediately surrounding properties; ~~all~~ All special zoning requirements attached directly to the site as a result of the issuance of any Special Use Permit, variance, or rezoning; ~~and the proposed~~ Proposed changes in zoning, if any.

(F) The boundaries of the property in the development, including bearings and distances.

(G) All existing property lines, existing streets or rights-of-way opened or unopened; buildings, watercourses, and lakes; and other existing physical features in or adjoining the project. The physical features, such as watercourses, waterways and lakes on the adjoining properties need only be shown in approximate scale and proportion.

(H) ~~The features~~ Features of particular historic, cultural, scientific, or scenic significance as identified in the Comprehensive Plan, by the Director of Planning, or by any County department or state agency having site plan review responsibilities, or by the Virginia Department of Historic Resources the Virginia Department of Conservation and Recreation, or the Virginia Outdoors Foundation including, but not limited to, historic features, archaeological features, and graveyards.

(I) ~~The building Building~~-setback lines; the location of all proposed buildings and structures, accessory and main; number of stories and height; proposed general uses for each building; and the number, size, and type of dwelling units where applicable; ~~and the preliminary Preliminary~~ plans and elevations for main and accessory buildings.

(J) ~~The type Type~~, location, height, and materials of all existing and proposed fences and walls.

(K) ~~The site Site~~-coverage, showing percentage of site in buildings, parking, and open space.

(L) ~~All existing Existing~~ and proposed topography and contour lines of the development site with a contour interval of two (2) feet or less for major site plans, five (5) feet or less for minor site plans, supplemented where necessary by spot elevations.

(M) The location and size of sanitary and storm sewers, gas lines, water mains, culverts, and other underground structures; all overhead utilities and supporting poles in or affecting the development area, including existing and proposed facilities; and easements for these facilities.

(N) The location, dimension, and character of construction of proposed streets, alleys, and driveways; and the location, type and dimensions of means of ingress and egress to the site. When proposed streets intersect with or adjoin existing streets, both edges of existing pavement surface or curb and gutter must be indicated for a minimum of one hundred fifty (150) feet or the length of connection, whichever is the greater distance.

(O) The location of all existing and proposed off-street parking and parking bays, loading spaces, and pedestrian walkways, indicating types of surfacing, dimensions of stalls, width of aisles and a specific schedule showing the number of parking spaces. See Article 22-26 ~~Off-street~~ *Off-street Parking and Loading Spaces Requirements* of this Ordinance. *To the greatest extent possible, parking areas shall not be located between the adjacent public right-of-way and the principal parking structure on the site unless topographic features or vegetation provide effective screening. Cul-de-sacs may not be construed or employed as a parking area.*

(P) The location on the site of all living trees with a diameter of twelve (12) inches or greater at DBH (diameter at breast height) proposed to be removed. The site plan shall show heavily wooded areas to be preserved, trees to be retained, removed, and planted, and designated by symbols coincident with the areas of the trees. See Article 22-24 *Landscaping and Tree Protection* of this Ordinance.

(Q) The location, height, and character of all outdoor lighting systems. See Article 22-25 *Outdoor Light Control* of this Ordinance.

(R) The location, character, height, means of lighting, and orientation of proposed signs. See Article 22-15 *Sign Regulations* ~~Signs~~ of this Ordinance.

(S) All paving, including, without limitation, gravel or other pervious surfaces, *which* shall be of a design and quality to support the traffic which can reasonably be expected to be generated by the proposed use, as required by Article 22-26 Off-Street Parking and Loading Spaces.

(T) ~~The limit of the Limit~~ of one-hundred-year floodplain, as defined in Section 22-23-14(a)(5).

(U) ~~The location Location~~ of any wetlands in compliance with applicable federal, state, and local definition of wetlands.

(V) The location and dimensions of proposed recreation or open space, and required amenities and improvements, including details of disposition, in accordance with any open space or recreation plan adopted by the County.

(W) Any necessary notes required by the Director of Planning to explain the purpose of specific items on the plan.

(X) ~~Cul-de-sacs may not be construed or employed as a parking area. All suitable~~ Suitable easements for future public water and sewer facilities necessary to serve the property. ~~shall be indicated on the plan.~~

(Y) All new electrical, telephone, cable television, fiber optic, and other utility lines on the site *which* shall be installed underground.

(Z) ~~To the greatest extent possible, parking areas shall not be located between the adjacent public right of way and the principal structure on the site unless topographic features or vegetation provide effective screening.~~

(4) In the B-1 and B-C zoning districts, a variation to the setback regulations may be granted by the Planning Commission for projects in a community planning area that meet new urban/neo-traditional planning principles, and further the objectives and goals set forth in the comprehensive plan.

Primary considerations for such requests include:

- location of proposed development;
- size, scale, character, orientation of proposed development;
- adequacy of ROW for future transportation system (evaluate with input from VDOT)
- appropriateness of the proposed setback with surrounding development (proposed and/or existing);
- compatibility with the goals and objectives of the comprehensive plan (applicant should enumerate as many as possible); *and*
- compatibility with new urban/neo-traditional principles (applicant should enumerate as many as possible)

~~(A)~~(5) Site planning shall consider the future development of adjacent parcels as recommended by the Fluvanna County Comprehensive Plan or other approved local plan and as may be indicated by any filed site plan, whether approved or under review. The site plan shall provide for safe and convenient vehicular and pedestrian circulation between sites to be occupied by complementary uses.

~~(B)~~(6) In the B-1, B-C, I-1, and I-2 zoning districts, sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private.

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

- a) 1). The Virginia Department of Transportation prohibits the construction of sidewalks;
- b) 2). 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) 3). The application of the ~~before-mentioned~~ *aforementioned* requirements would not further the goals of the Comprehensive Plan or otherwise serve the greater public's health, safety, and welfare.

(B) The applicant *for a variation to the sidewalk regulations* 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~~ *aforementioned* circumstances may apply to the property.

(C) 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 ~~he~~ *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.

(D) 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. 5-4-11)

Sec. 22-23-7. Additional improvements and standards for major site plans.

The following improvements and minimum standards, as applicable, shall be required and provided for in a major site plan:

- (A) All streets and highway construction standards and geometric design standards shall be in accordance with those specified by Fluvanna County and the Virginia Department of Transportation.
- (B) The pavement of vehicular travel lanes, driveways, or alleys *shall be* designed to permit vehicular travel on the site and to and from adjacent property and parking areas.
- (C) All parking and other vehicular areas shall be so designed as to provide safe and convenient access by all vehicles which can reasonably be anticipated to use the site, including delivery and service vehicles as well as customer and employee vehicles.
- (D) Safe and convenient pedestrian and bicycle access to, from, and within the site shall be provided.
 - (1) In the B-1, B-C, I-1, and I-2 zoning districts, sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private. A variation to the sidewalk regulation may be granted per Section ~~22-23-6(BB)~~ 22-23-6(6).
- (E) Widening or extension of the nearest abutting developed street shall be provided as required by Fluvanna County and the Virginia Department of Transportation. Where the proposed development does not abut a developed public street, a plan of access shall be submitted for approval in conjunction with the site plan.
- (F) Traffic control devices, signs, and pavement markings shall be required. Electric traffic control devices shall be provided by the developer where the anticipated traffic volumes from the proposed development exceeds the thresholds established by the Virginia Department of Transportation.
- (G) All drainage structures and facilities shall be adequate to provide efficient and complete drainage of surface waters from the site into adequate channels. They shall comply with the standards and applicable provisions of the Virginia Erosion and ~~Sediment~~ *Sedimentation* Control Handbook of the Virginia Department of Environmental Quality, the Drainage Manual of the Virginia Department of Transportation, and the regulations of the Virginia Department of Environmental Quality.
- (H) All public water supply and sewerage systems shall comply with the provisions hereof, *and obtain with*—all applicable approvals *and permits from* ~~of~~—Fluvanna County and the relevant Virginia Boards and Departments. ~~Department of Health.~~
- (I) Provisions *shall be made* for the adequate disposition of surface water in accordance with design criteria and construction standards of the Fluvanna County, indicating location, sizes, types and grades of ditches, catch basins, and pipes; and connection to existing drainage systems.

(J) Provisions and schedules shall be made for approval of adequate control of erosion and sedimentation, in accordance with the Fluvanna County Erosion and Sedimentation Control program, found in Chapter 6: Erosion and Sedimentation Control of this Code.
(Ord. 5-4-11)

.....
Article 24. Landscaping and Tree Protection.
.....

Sec. 22-24-3. Landscape Plan Contents.

~~A.~~ The Landscape plan ~~Plan~~ shall include the following elements:

- ~~1.~~ (A) ~~The existing Existing~~ and proposed contours at intervals of five (5) feet or less;—
- ~~2.~~ (B) ~~All property Property~~ boundary lines;—
- ~~3.~~ (C) ~~The limits Limits~~ of grading and clearing;—
- ~~4.~~ (D) ~~The tree Tree~~ protection zone(s) as applicable *and any and all information required for tree protection as indicated in Sections 22-24-8.1-3 of this Article*;—
- ~~5.~~ (E) All proposed improvements;—
- ~~6.~~ (F) ~~The existing Existing~~ and proposed underground and overhead utilities, including heights and/or depths;—
- ~~7.~~ (G) ~~All rights of way Rights-of-way~~ and easements;—
- ~~8.~~ (H) *An adequate, clearly identified, exterior water source; and*
 - (I) *All planting details including:*
 - ~~9.~~ (1) ~~The botanical Botanical~~ and common name, size, spacing, and location of all trees, shrubs, and ground cover, and the location and extent of planting beds in which they are to be planted, if any;—
 - ~~10.~~ (2) ~~All plants Plants~~ shall be labeled on the plan by direct call-out method or by symbols keyed to a plant list;—
 - ~~11.~~ (3) A planting symbol shall be provided to illustrate the natural canopy/cover of trees and the extent of growth of shrubs at maturity;—
 - ~~12.~~ (4) A plant list or matrix shall be provided showing the botanical name, common name, quantity, size, spacing, handling method, and general instruction, if any, specific to each plant;—

~~13.~~ (5) General details *shall be provided* illustrating the method of installation of plants, seeding, and sodding, including but not necessarily limited to size of plant pit, method of placement, backfill material, method of support, preparation of beds, mulch, etc. ;-

~~14.~~ (6) Special details *shall be provided* illustrating special conditions such as supplemental plant pit drainage, pruning for special effects, or other conditions requiring illustrated instructions; -

~~15.~~ (7) General notes *shall be provided* specifying the care and maintenance of plants for a period of three years following planting and the replacement of any dead, dying, or diseased vegetation required to be installed by this chapter for the life of the project.

~~16. Any and all information required for tree protection as indicated in Section B of this article.~~

~~17. Provide and identify adequate exterior water source. (Ord. 8-1-12)~~

Sec. 22-24-4. Minimum Standards.

(A) The following shall be the minimum size of plant materials at installation:

- (1) Large shade trees 1.5” caliper
- (2) Medium shade trees 1.25” caliper
- (3) Ornamental trees 1.25” caliper
- (4) Evergreen trees 5’ in height
- (5) Shrubs 18” in height
- (6) Ground cover 1 year plants

(B) All required landscaping shall be planted according to the following standards:

- (1) All trees to be planted shall meet the *American Standard for nursery stock published by the American Nursery and Landscape Association.* ~~specifications of the American Landscape Association.~~
- (2) The planting of trees shall be done in accordance with either the standardized landscape specifications jointly adopted by the *Virginia Nursery and Landscape Association and the Virginia Society of Landscape Designers, or Nurserymen’s Association, the Virginia Chapter of Landscape Designers, and the Virginia Chapter of the American Society of Landscape Architects,* or the Road and Bridge Specifications of the Virginia Department of Transportation.

(3) All required landscaping shall be planted between September 15 and June 30, provided that the ground is not frozen.

(C) Wheel stops, curbing, or other barriers shall be provided to prevent damage to landscaping by vehicles.

(D) Where necessary, trees shall be welled or otherwise protected against change in grade. Such protection measures shall be sited to minimize disturbance within the drip line of trees designated for protection on the landscape plan.

(E) All pervious areas of the site shall be permanently protected from soil erosion with grass, ground cover, or mulch material.
(Ord. 8-1-12)

.....
*Article 25. Outdoor Light Control*¹³
.....

Sec. 22-25-4. General Terms.

(A) Outdoor Light Fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps or other devices, permanent or portable, used for illumination, direction or advertisement. Such devices shall include, but are not limited to search, spot, or flood lights for:

- (1) Buildings and structures, including canopies and overhangs
- (2) Parking lot lighting
- (3) Landscape lighting
- (4) Signs
- (5) Display and service areas

(B) Installed shall mean the initial installation of outdoor light fixtures defined herein, following the effective date of this article, but shall not apply to those outdoor light fixtures installed prior to such date.

(C) Shielded, Fully shall mean fixtures that are shielded in such a manner that light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below a horizontal plane running through the lowest point on the fixture where light is emitted. This means that a fully shielded fixture is one used in such a way that it allows no direct or internally reflected light to shine above the light fixture or beyond the property line. The terms ‘source shield’ and ‘full cutoffs’ shall mean fully shielded.

¹³ Renamed by Editor from “Sec. 22-25. Outdoor Light Control Article”.

- (D) Footcandle *shall mean a* ~~A~~ quantitative unit of measure referring to the measurement of illumination incident at a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.
- (E) Full Cutoff Angle *shall mean the* ~~The~~ angle formed by a line drawn from the light source and a line perpendicular to the ground from the light source, beyond which no light is emitted. ~~Refer to example graphics. (Refer to Figure 2)~~
- (F) Initial Lumens *shall mean the* ~~The~~ lumens emitted from a lamp, as specified by the manufacturer of the lamp.
- (G) Lamp *shall mean the* ~~The~~ component of a luminaire that produces and directs light. A lamp is also commonly referred to as a bulb.
- (H) Lumen *shall mean a* ~~A~~ standard unit of measurement referring to the amount of light energy emitted by a light source, without regard to the effectiveness of its distribution.
- (I) Luminaire *shall mean* ~~A~~ complete lighting unit consisting of a lamp or lamps together with the components designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. A luminaire is also commonly referred to as a fixture.
- (J) Outdoor Luminaire *shall mean a* ~~A~~ luminaire that is permanently installed outdoors including, but not limited to, devices used to illuminate any site, structure, or sign.
- (K) Photometric Plan *shall mean a* ~~A~~ point-by-point plan depicting the intensity and location of lighting on the property and spillover on to adjacent properties or rights of way.

.....

Sec. 22-25-6. General Requirements for All Zoning Districts.

- ~~A.~~ (A) Public or Private Recreational Facilities: Lighting for the parking areas for these facilities shall meet the requirements identified in the following Applications section.
- ~~B.~~ (B) Outdoor Illumination of Building, Landscaping and Signs. The unshielded outdoor illumination of any building or landscaping is prohibited. Lighting fixtures used to illuminate an outdoor sign shall either be mounted on the ground sign or mounted on the top of the sign, and shall comply with shielding requirements.
- ~~C.~~ (C) All outdoor lighting fixtures shall be turned off after the close of business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary.
- ~~D.~~ (D) Gasoline Station/Convenience Store Aprons and Canopies.

- (1) The ~~Lighting~~ lighting fixture bulbs shall be recessed into a canopy ceiling so that the bottom of the fixture is flush with the ceiling and light is restrained to no more than 85 degrees from vertical. ~~as shown in Figure 1.~~
- (2) As an alternative to recessed ceiling lights, indirect lighting may be used where the light is directed upward and then reflected down from the underside of the canopy. In this case, light fixtures shall be shielded so that direct illumination is focused exclusively on the underside of the canopy and the canopy designed is such a way as to prevent light from being directly reflected beyond the property line.
- (3) Lights shall not be mounted on the top or sides (fascia) of the canopy, and the sides of the canopy shall not be illuminated.
- (4) The lighting for new facilities (pump islands and under canopies) shall have a minimum of 1.0 footcandle at grade, and the average horizontal illumination cannot exceed 10 footcandles at grade level, subject to a uniformity ratio (ratio of average to minimum illuminance) no greater than 4:1. The standards herein are based on the Illuminating Engineering Society of North America (IESNA) RP-33, Lighting for Exterior Environments.
- (5) *Spillover light, vertical or horizontal, from parking area luminaires onto public roads and property in residential or agricultural zoning districts shall not exceed one-half (1/2) footcandle at the property line.*
- (6) *The lighting of roofs or portions thereof is prohibited.*
 5. (E) All Parking Lots, Loading and Display Areas. This lighting requirement applies to multi-family, educational, institutional, public, commercial business and retail, ~~wholesale wholesaling~~, and limited and general industrial use categories identified within the Zoning Ordinance.
 - a. 1) Lighting for all parking, display and loading areas shall not exceed an average horizontal illumination level of 2.5 footcandles. All lighting fixtures serving these areas shall be cut-off fixtures as defined by the Illuminating Engineering Society of North America (IESNA);
 - b. 2) Maximum Mounting Height*
 - Residential: 15 feet
 - Non-Residential: 20 feet
 - * Height is measured from the ground surface to the bottom of the lighting fixture.
 6. (F) Spillover light, vertical or horizontal, from parking area luminaires onto public roads and property in residential or agricultural zoning districts shall not exceed one-half (1/2) footcandle at the property line.

7. (G) The lighting of roofs or portions thereof is prohibited.

.....
Article 26. Off-Street Parking and Loading Spaces.
.....

Sec. 22-26-4. Parking space standards.

(A) Parking Dimensional Standards

(1) Parking spaces and adjacent aisles shall conform to the dimensions listed in Table 1:

---table omitted---

(2) The minimum stall depth requirements for perpendicular parking spaces may be reduced by up to two feet (2'), if the parking spaces are adjacent to planting strips or other landscaping features that allow for an unobstructed overhang equivalent to the reduction.

(3) Parking areas containing thirty (30) or more spaces may designate up to twenty percent (20%) of the minimum required parking spaces as compact car spaces. Such spaces shall meet the following requirements:

- (a) All compact parking spaces shall conform to the dimensions listed in Table 1.
- (b) Compact car parking spaces shall be located in one (1) or more continuous areas and shall not be intermixed with spaces designed for full-size vehicles.
- (c) Compact car parking spaces shall be clearly designated by pavement markings and/or appropriate signage.

(4) Vehicular access roads, when not adjacent to parking spaces, shall meet the following requirements:

- (a) The minimum travelway width for two-way access roads shall be twenty-four feet (24').
- (b) One-way access roads are permitted, provided that the circulation pattern is contained within the site or sites shown on the site plan and public roadways are not incorporated as part of the circulation pattern. The minimum travelway for one-way access roads shall be twelve feet (12').

(B) Handicapped Parking

(1) Handicapped parking spaces shall have a minimum width of eight (8) feet, with an adjacent five- (5) foot access aisle to be provided on one side of the handicapped space.

(2) Handicapped parking spaces shall have a minimum length of 18'.

- (3) In any parking lot of more than five (5) spaces, there shall be at least two (2) designated and properly signed as a handicapped space.
- (4) In parking lots having more than five (5) spaces, at least one (1) per *twenty-five* (25) spaces *shall be handicapped spaces* in addition to the two handicapped spaces already provided in 22-26-4(B)3. ~~22-26-4(b)3.~~
- (5) Handicapped parking spaces shall be situated so as to provide direct, unobstructed access to buildings by the shortest practical routing.

.....
Article 27. Regulation of Telecommunications Facilities.

Sec. 22-27-2. Existing telecommunications antenna support facilities.

Telecommunications antenna support facilities (TASFs) existing or permitted prior to the adoption of this Article shall be subject to the provisions of Article 16: *Nonconforming Uses* of this ordinance. (Ord. 9-21-11)

.....
Sec. 22-27-6. Definitions.

For purposes of this Article 27, the following terms shall be defined as follows:

ABANDONED: Any antenna support facility without any mounted transmitting and/or receiving antennas in continued use.

.....
ASR: The *Antenna Structure Registration Number* ~~Facility Registration Number~~ as required by the FAA and FCC.

.....
~~LEASE~~ **LEAST VISUALLY OBTRUSIVE PROFILE:** The design of a telecommunication antenna support facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

.....
TELECOMMUNICATION ANTENNA SUPPORT FACILITY (hereinafter “TASF”): Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other telecommunications, and usually *consisting* ~~consistent~~ of an antenna support facility (see definition), feed lines, base station(s), and antenna(s) and antenna array(s). The following are included in the telecommunication antenna support facility: new, mitigated, replacement, and/or existing concealed and non-concealed antenna support facilities, public antenna support facilities, colocations, antenna attachments, broadcast, and wireless broadband facilities.

.....
Sec. 22-27-9.9. Wireless broadband facility.

- (1) A *wireless broadband facility* ~~Wireless Broadband Facility~~ may be colocated in accordance with the provisions of *Secs. 22-27-9.5 and 22-27-10.2, as applicable*; ~~Sec. 22-37-13.8~~; and

(2) A ~~wireless broadband facility~~ ~~Wireless Broadband Facility~~ proposed for a new physical site shall comply with the provisions of Sec. 22-27-8. herein above.

(Ord. 9-21-11)

.....

Sec. 22-27-10.2. Additional submittal requirements for attached antenna (concealed and non-concealed); colocations; colocation modifications; antenna replacements of different size, weight or frequency, and antenna combining.

Additional requirements for applications for attached antenna, both concealed and non-concealed; colocations; colocation modifications; antenna replacements of a different size, weight or frequency, and antenna combining shall include all of the following:

- (1) A written statement setting forth the reasons for the request.
- (2) A description of the proposed request, including any proposed modifications to antenna element design, type and number including manufacturer's model number of the existing and proposed antenna elements; as well as changes in the number and/or size of any feed lines, from the base of the equipment cabinet to such antenna elements.
- (3) A stamped or sealed structural analysis of the proposed antenna support facility prepared by a registered professional engineer licensed by the State of Virginia indicating the proposed and future loading capacity of the antenna support facility is compliant with EIA/TIA-222-G (as amended).
- (4) A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards relating to interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards relating to human exposure to RF energy.
- (5) A stamped or sealed structural analysis of the existing facility prepared by a registered professional engineer licensed by the State of Virginia indicating that the existing TASF as well as all existing and proposed appurtenances meets Virginia Building Code requirements (including wind and ice loading) for the antenna support facility.

(Ord. 9-21-11)

Sec. 22-27-10.3. Additional submittal requirements for all freestanding telecommunication and broadcast antenna support facilities.

Additional requirements for applications for freestanding telecommunications and broadcast antenna support facilities shall include all of the following:

- (1) One (1) original and two (2) copies of a survey of the property completed by a registered professional engineer, licensed in the State of Virginia showing all existing uses, facilities, and improvements.

- (2) Site development plan regulations as set forth in Article 23 of this ordinance.
- (3) Proof that a property and/or antenna support facility owner's agent has appropriate authorization to act upon the owner's behalf (if applicable). A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards regarding interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards regarding human exposure to RF energy.
- (4) A stamped or sealed structural analysis of the proposed antenna support facility prepared by a registered professional engineer licensed by the State of Virginia indicating the proposed and future loading capacity of the antenna support facility is compliant with EIA/TIA-222-G (as amended).
- (5) A written statement by a registered professional engineer licensed by the State of Virginia specifying the design structural failure modes of the proposed facility, if applicable.
- (6) A pre-application conference will be required for any new broadcast facility.
- (7) Title report or American Land Title Association (A.L.T.A.) survey showing all easements on the subject property, together with a full legal description of the property.
- (8) Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations, Part 77, and "Objects Affecting Navigable Airspace," if applicable.
(Ord. 9-21-11)

Sec. 22-27-10.3.A. Additional submittal requirements for non-broadcast TASFs.

Additional requirements for applications for non-broadcast TASFs shall include all of the following:

- (1) Technical data included in the report shall include certification by a registered professional engineer licensed in the State of Virginia or other qualified professional, which qualifications shall be included, regarding service gaps or service expansions that are addressed by the proposed TASF, and accompanying maps and calculations demonstrating the need for the proposed TASF.
- (2) A map showing the geographic search ring.
- (3) The applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed TASF and equipment on all adjacent residential zoning districts.

- (4) Materials detailing the locations of existing TASFs to which the proposed TASF will be a handoff candidate; including latitude, longitude, and power levels of the proposed and existing antenna is required.
- (5) A radio frequency propagation plot indicating the coverage of existing TASFs, coverage prediction, and design radius, together with a certification from the applicant's radio frequency (RF) engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as a concealed facility, attached facility, replacement facility, colocation, or new TASF. NOTE: These documents are required to justify a facility and to determine if the proposed location is the only or best one in the designated geographic area of the proposed facility.
- (6) A stamped or sealed certification from a registered radio frequency engineer demonstrating compliance with **Section 22-27-7** (Siting alternatives—hierarchy). If a lower ranking alternative is proposed the certification must address why higher ranked options are not technically feasible, practical or justified given the location of the proposed telecommunications facility.

(Ord. 9-21-11)

Sec. 22-27-10.3.B. Additional submittal requirement for broadcast antenna support facilities.

For applications for broadcast antenna support facilities, the technical ~~Technical~~-data included in the report shall include the purpose of the proposed facility as described in the FCC Construction Permit Application. (Ord. 9-21-11)

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Sec. 22-27-11.1. "By right" application.

The review of any and all "by right" applications shall be as follows:

- (1) The zoning administrator or designee shall review the request, application, and submitted documents for compliance with all requirements of this Article. The County may, at its discretion, obtain additional technical assistance to review and assess the technical merits of the documents.
- (2) If the zoning administrator or designee determines the application and documentation meets all of the requirements of this Article, the County shall approve the application package and the applicant may proceed to request a building permit.
- (3) If the zoning administrator or designee determines the application and/or documentation fails to meet all the requirements of the Article, then the County shall provide written notification to the applicant as to the materials which need to be amended or supplied for review. The applicant shall provide to the County any requested materials for review. This process shall continue until the County has approved the application package, at which time the applicant may proceed to request a building permit.

- (4) If the zoning administrator or designee determines the application and documentation fails to meet the intent of this Article, the County may deny the request in writing.
- (5) Appeals from a decision made by the zoning administrator shall be to the Board of Zoning Appeals.
(Ord. 9-21-11)

The Fluvanna County Planning Commission resolves to propose an amendment and reenactment of the Fluvanna County zoning ordinance entitled “AN ORDINANCE TO AMEND AND REENACT CHAPTER 22, ARTICLES 1, 2, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, AND 27 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-1-2, 22-2.1, 22-4-6, 22-4-9.1, 22-4-9.2, 22-4-9.4, 22-7-4, 22-7-5, 22-7-12, 22-9-2, 22-9-3, 22-10-5, 22-11-2, 22-12-9, 22-13-1, 22-13-2, 22-13-3, 22-13-4, 22-13-5, 22-13-6, 22-13-7, 22-14-8, 22-14-8.3, 22-15-4.1, 22-16-8, 22-17-1, 22-17-6, 22-17-9, 22-17-15, 22-17-16, 22-17-18, 22-18-1, 22-18-1.1, 22-18-2, 22-18-4, 22-18-5, 22-18-6, 22-18-7, 22-18-7.1, 22-21-3, 22-22, 22-23-6, 22-23-7, 22-24-3, 22-24-4, 22-25-4, 22-25-6, 22-26-4, 22-27-2, 22-27-6, 22-27-9.9, 22-27-10.2, 22-27-10.3, 22-27-10.3.A, 22-27-10.3B, AND 22-27-11.1. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY ZONING ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED.”

The public purpose for such amendment is to conform the zoning ordinance to the current enabling legislation, as amended.

BE IT ORDAINED BY THE PLANNING COMMISSION OF FLUVANNA COUNTY, VIRGINIA, that the Fluvanna County Code be, and it is hereby, amended and reenacted as follows:

**Chapter 22
ZONING**

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Article 9. Business, General, District B-1

- Sec. 22-9-1. Statement of intent.
- Sec. 22-9-2. *Use regulations.*
- Sec. 22-9-2.1. Uses permitted by right.
- Sec. 22-9-2.2. Uses permitted by special use permit only.
- Sec. 22-9-3. Requirements for permitted uses.
- Sec. 22-9-4. Area regulations.
- Sec. 22-9-5. Setback regulations.
- Sec. 22-9-6. Yard regulations.
- Sec. 22-9-7. Height regulations.
- Sec. 22-9-8. Off street parking.
- Sec. 22-9-9. Sign regulations.
- Sec. 22-9-10. Sidewalks.

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Article 11. Industrial, Limited, District I-1

- Sec. 22-11-1. Statement of intent.
- Sec. 22-11-2. *Use regulations.*
- Sec. 22-11-2.1. Uses permitted by right.

- Sec. 22-11-2.2. Uses permitted by special use permit only.
- Sec. 22-11-3. Requirements for permitted uses.
- Sec. 22-11-4. Area regulations.
- Sec. 22-11-5. Setback regulations.
- Sec. 22-11-6. Yard regulations.
- Sec. 22-11-7. Height regulations.
- Sec. 22-11-8. Coverage regulations.
- Sec. 22-11-9. Off-street parking.
- Sec. 22-11-10. Sign regulations.
- Sec. 22-11-11. Sidewalks.

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Article 13. Mobile Manufactured Home Park, District MHP

- Sec. 22-13-1. Statement of intent.
- Sec. 22-13-2. Use regulations.
 - Sec. 22-13-2.1. Uses permitted by right.
 - Sec. 22-13-2.2. Uses permitted by special use permit only.
- Sec. 22-13-3. Area regulations.
- Sec. 22-13-4. Setback regulations.
- Sec. 22-13-5. Frontage regulations.
- Sec. 22-13-6. Required improvements within lots.
- Sec. 22-13-7. Site plan required.

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Article 15. Sign Regulations

- Sec. 22-15-1. Statement of intent.
- Sec. 22-15-2. General provisions.
 - Sec. 22-15-2.1. Political signs on privately owned property.
- Sec. 22-15-3. Signs permitted.
- Sec. 22-15-4. Administration.
 - Sec. 22-15-4.1 *“Going out of business” and “Special” sales.*
- Sec. 22-15-5. Non-conforming signs.

..... ***Article 17. General Provisions***

- Sec. 22-17-1. Zoning permits.
- Sec. 22-17-2. Reserved.
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- Sec. 22-17-15. Special exception for placement of *a manufactured mobile home.*
- Sec. 22-17-16. Special use permit for power production plants.
- Sec. 22-17-17. Public safety buildings exempt from certain requirements.
- Sec. 22-17-18. *Necessary subordinate uses.*

Article 18. Provisions for Appeal and Variance

- Sec. 22-18-1. Board of zoning appeals.

- Sec. 22-18-1.1. *Ex parte communications and proceedings.*
- Sec. 22-18-2. Powers of the Board of Zoning Appeals.
- Sec. 22-18-3. Rules and regulations.
- Sec. 22-18-4. Applications for variances, appeals to the Board of Zoning Appeals.
- Sec. 22-18-5. Appeal procedure.
- Sec. 22-18-6. Public hearing.
- Sec. 22-18-7. Certiorari to review decisions of board of zoning appeals.
- Sec. 22-18-7.1. *Presumptions and burdens of proof.*

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Article 1. In General

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Sec. 22-1-2. Purpose.

This chapter, together with the accompanying map, is adopted for the purpose of promoting the health, safety, or general welfare of the public and of further accomplishing the objectives of Virginia Code Section 15.2-2283. This chapter has been designed (1) to provide for adequate light, air, convenience of access, and safety from fire, flood, *impounding structure failure*, crime and other dangers; (2) ~~to accommodate traffic~~ *to reduce or prevent congestion in the public streets*; (3) to facilitate the creation of a convenient, attractive and harmonious community; (4) to expedite the provision of adequate police and fire protection, disaster evacuation, civil defense, transportation, water, sewerage, flood protection, schools, parks, forests, playgrounds, recreational facilities, and other public requirements; (5) to protect against destruction of or encroachment upon historic areas; (6) to protect against one or more of the following: overcrowding of land, undue density of population in relation to the community facilities existing or available, obstruction of light and air, danger and congestion in travel and transportation, or loss of life, health or property from fire, flood, *impounding structure failure*, panic or other dangers; (7) to encourage economic development activities that provide desirable employment and enlarge the tax base; (8) to provide for the preservation of agricultural and forestal lands and other lands of significance for the protection of the natural environment; and (9) to promote *the creation and preservation of affordable housing suitable for meeting the current and future needs of the locality as well as a reasonable proportion of the current and future needs of the planning district within which the county is situated.*

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Article 2. Districts

Sec. 22-2-1. Districts.

For the purpose of this chapter, the unincorporated area of the county is hereby divided into the following districts:¹

¹ Editor's note. -- Prior to August 19, 1992, the Zoning Ordinance of Fluvanna County, Virginia, contained a district identified as "Conservation, C-1." The Conservation, C-1 district was repealed by ordinance adopted on that date.

Agricultural, General, A-1
 Residential, Limited, R-1
 Residential, General, R-2
 Residential, Planned Community, R-3
 Residential, Limited, R-4
 Business, General, B-1
 Business, Convenience, B-C
 Industrial, Limited, I-1
 Industrial, General, I-2
 Mobile Manufactured Home Park, MHP.
 Planned United Development, PUD.

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Article 4. Agricultural, General, District A-1

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Sec. 22-4-6. Off-street parking.²

Off-street parking shall conform to Article 26: *Off-Street Parking and Loading Spaces* of this chapter.

Sec. 22-4-9.1 Definitions.

For the purpose of sections 22-4-9 through 22-4-9.4, the following terms shall have the meaning indicated:

- (1) Livestock includes all domestic or domesticated *animals, including but not limited to: cattle, sheep, lambs, hogs, goats, horses, poultry, and furbearing animals.* ~~:- bovine animals, such as cattle; equine animals, such as horses; ovine animals, such as sheep; and porcine animals, such as hogs.~~
- (2) Intensive livestock, dairy or poultry facility means a livestock, dairy or poultry operation where, for a period of 45 consecutive days or more, 300 animal units are closely confined and not free-ranging, and are fed in the area of confinement. For the purpose of this article, 300 animals units shall be equivalent to any of the following, or any combination thereof where the animals are confined in one location:
 - Livestock: 300 slaughter or feeder cattle
 - ~~livestock~~ Livestock: 750 swine each weighing over 55 pounds
 - ~~livestock~~ Livestock: 150 horses
 - ~~livestock~~ Livestock: 3,000 sheep, lambs, or goats ~~or lambs~~
 - Livestock: 16,500 furbearing animals such as rabbits or chinchilla
 - ~~dairy~~ Dairy: 200 mature dairy cows (whether milked or dry cows)
 - ~~poultry~~ Poultry: 16,500 turkeys

² For state law granting localities the authority to regulate off-street parking, see Code of Va., § 15.2-2279.

~~poultry~~ Poultry: 30,000 laying hens or broilers

- (3) Intensive livestock, dairy or poultry structure means a building, structure or other improved area used in the operation of an intensive livestock, dairy or poultry facility; including, but not limited to, litter storage sites, incinerators, manure storage sites, poultry houses, poultry disposal pits, or dead poultry cold storage chests. The term shall not include structures that are used only indirectly in the operation of the facility.
- (4) Operator means any person who operates an intensive livestock, dairy or poultry facility, or the land on which it is located.
- (5) Poultry means any domestic or domesticated fowl raised for meat or eggs; including, but not limited to, chickens and turkeys.
- (6) Existing intensive livestock, dairy or poultry structure means an intensive livestock, dairy or poultry structure that has been in operation for one year within the five years immediately preceding the date on which a building or zoning permit is sought for a dwelling.

Sec. 22-4-9.2 Setbacks.

- (1) Except as otherwise expressly provided in this section, each intensive livestock, dairy or poultry structure shall be set back 300 feet from *any* property line.
- (2) Any dwelling not owned by the operator shall be set back from any existing intensive livestock, dairy or poultry structure as follows:
 - (a) If the dwelling is an Agricultural (A-1) district, 300 feet;
 - (b) If the dwelling is in a residential district, 600 feet.
- (3) Each intensive livestock , dairy or poultry structure shall be setback at least 300 feet from any property line, at least 200 feet from the right-of-way of any secondary road, and at least 300 feet from the right-of-way of any primary highway.
- (4) Each intensive livestock, dairy or poultry structure shall be setback at least 1,000 feet from any incorporated town, public school, place of worship, public water intake from a stream or river and from the boundary of any adjacent residential district.

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Sec. 22-4-9.4 Nutrient management plan.

After the effective date of this section, no intensive livestock, dairy or poultry facility for which the Commonwealth of Virginia requires a nutrient management plan shall commence operation until such plan has been approved by the Virginia Department of Conservation and Recreation, ~~or by the Virginia Cooperative Extension Service~~, or by a person certified or

employed by the *Virginia Soil and Water Conservation Board or the Commonwealth* as a nutrient management planner, *in accordance with 4VAC50-85-10 et seq, "Nutrient Management Training and Certification Regulations."*

If the nutrient management plan provides for off-site disposal of waste, the operator shall provide, as a part of the plan, written documentation of an agreement with the receiver of the waste produced at his facility, or affidavit, sworn and subscribed before a notary public, that states his intention to dispose of waste through sale in a retail establishment or otherwise marketing to consumers. Documentation shall specify the duration of the agreement and the nature of the application or use of the waste. A nutrient management plan containing such an agreement shall be valid only as long as the agreement remains in force and shall be reviewed whenever such agreement expires or is terminated. If such an agreement is terminated before its expiration date, the operator shall notify the zoning administrator within fifteen days of termination.

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Article 7. Residential, Planned Community, District R-3

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Sec. 22-7-4. Required information on Preliminary Master Plan.

(a) The location of the open areas which shall comprise not less than twenty-five (25) percent of the whole. The open areas shall include parks, recreation facilities, residential clubhouse grounds, lakes, trails, and land or water left in undisturbed natural condition and unoccupied by building lots, structures, streets and roads and parking lots. This area may be used for active recreation facilities identified in Section 22-7-12. The open areas of the tract shall be delineated due to their noteworthy features and value to the continued rural character of the county, including, but not limited to, lands with high scenic, open space and water quality protection values including riparian corridors and wildlife habitat; high environmental sensitivity such as steep slopes, wetlands, floodplains; high recreational value and/or having noteworthy historical, archaeological or cultural features.

(b) *The Preliminary Master Plan shall contain the following information:*

(c) (A) ~~The plan shall also indicate the~~ *The* general location of the various types of land uses, including the general location of any village centers, and the residential density classifications of each residential area;

(d) (B) ~~The areas Areas~~ *Areas* designated for residential development, with maximum proposed number of units, density calculations, and plot plans of typical units provided.;

(e) (C) ~~The areas Areas~~ *Areas* designated for commercial and/or institutional development, with maximum proposed square footages and floor area ratios indicated. The location of all buildings and improvements, and their proposed use, other than single-family dwellings, and the location of any public buildings shall be shown.;

(f) ~~(D) The street~~ **Street** layout, with indication of which *streets* are to be dedicated to public use and which are to be held in private ownership, and a brief description of maintenance arrangements; street functional classification; and proposed street cross-sections.;

(g) ~~(E) The pedestrian~~ **Pedestrian** and bicycle facilities, including sidewalks and trails, with proposed cross-sections.;

(h) ~~(F) The orientation~~ **Orientation** of the Preliminary Master Plan to the surrounding community by extending the overall development and preservation pattern, tree protection and buffers, general building design, covenants and restrictions.;

(i) ~~(G) The general location of all public and private roads shall be indicated on the plan.;~~

(j) ~~(H) The adequate~~ **Adequate** provisions for general sewer, storm drainage, and water supply ~~shall be shown on the plan.;~~ and

(k) ~~(I) The Preliminary Master Plan shall also demonstrate~~ **Demonstrate** its compliance with the county's Comprehensive Plan.

Sec. 22-7-5. Development -- Final Master Plan plan.

(a) ~~Submitting the Final Master Plan: Requirements for Submittal~~

(1) ~~A~~ **The applicant shall submit five** ~~Five~~ (5) copies of the final Master Plan to the Planning Director. The final plan shall ~~have been~~ **be** prepared by a licensed surveyor, engineer, landscape architect, or architect.

(2) ~~B~~ **The final** final Plans shall be consistent with the Preliminary Master Plan as approved. The applicant may vary from the *approved Preliminary Master Plan* to any degree if it does not vary the basic concept or character of the development.

(3) ~~C~~ **Any departure from the approved Preliminary Master Plan must** ~~shall~~ be approved by the Planning Commission.

(b) ~~The Final Master Plan must contain: Requirements:~~

(1) All the Preliminary Master Plan Information.;

(2) ~~The location of the existing~~ **Existing** and proposed property lines.;

(3) ~~The plans and specifications~~ **Plans and Specifications** for roads, pedestrian facilities, parking areas, Stormwater Management facilities, water and sewer system, active recreational facilities, and any other infrastructure elements proposed and shall be in compliance with Virginia Stormwater Management Regulations.;

- (4) ~~Any and all proposed Homeowners Association documents for review and approval by the County Attorney—approval;~~ if any roads, open space, or other facilities are proposed for ownership by such association.;
- (5) ~~A final Final~~ plat meeting the requirements of Chapter 19: *Subdivisions of this code.*;
- (6) A Site Development Plan for *any* commercial, institutional, multi-family meeting the requirements of Chapter 22-23: *Site Developments Plans of this code.*;
- (7) A ~~performance Performance~~—bond for improvements as provided in Chapter 19: *Subdivisions of this code.*;
- (8) ~~The applicant shall furnish with a Final Plan~~—a A proposed deed of easement including restrictions safeguarding the permanent use of open areas and preventing encroachment thereupon and any deeds for any land dedicated to the county as part of the Master Plan for *review and approval* by the County Attorney.;

~~After When~~—the Final Plan and deed of dedication ~~shall~~—have been approved by both the Planning Director and the County Attorney as being in conformity with this chapter and the Preliminary Master Plan, the Final Plan shall be approved for recordation and recorded. Thereafter, no modification may be made in any Final Plan except by an amended Final Master Plan submitted as provided for the original Final Master Plan.

Sec. 22-7-12. Recreation Requirements.

Active Recreation facilities may be located within the required open space and shall be provided as follows unless specifically exempted by an approved proffer:

Group A

Bicycling, walking, fitness, and equestrian trails, open play area (minimum ½ ~~area~~acre), sitting area, picnic table units, tot lot equipment, community gardens that may be located within the required open space

Group B

Picnic shelter (3-4 picnic table units with grill), tennis court(s), multi-use court, active playground with equipment.

Group C

Community Center/Clubhouse/ Fitness Center, Indoor Swimming Pool, Athletic fields for private unorganized activities (Baseball, football/soccer) – minimum 2 acres

< ≤14 Residential Units Group A – Choice of two or more
Minimum of one acre of recreation area

15-60 Residential Units Group A – Choice of two or more
Group B – Choice of two or more

	Minimum of three acres of recreation area
61- 100 residential units	Group A – Choice of three Group B – Choice of three Minimum of six acres of active recreation
101 + residential units	Group A- Choice of three Group B – Choice of three Group C – Choice of one Minimum of eight acres of active recreation

.....
Article 9. Business, General, District B-1

Sec. 22-9-2. Use Regulations.

In Business, General, District B-1, structures to be erected or land to be used shall be for one or more of the following uses, together with ordinary and necessary accessory uses, and no others.

Sec. 22-9-3. Requirements for permitted uses.

All buildings, structures and uses in the B-1 District shall be subject to the provisions of Article 23: *Site Development Plans of this code.*

.....
Article 10. Business, Convenience, District B-C

Sec. 22-10-5. Requirements for permitted uses.

All buildings, structures and uses in the ~~BC~~ B-C District shall be subject to the provisions of Article 23: *Site Development Plans of this code.*

.....
Article 11. Industrial, Limited, District I-1

Sec. 22-11-2. Use Regulations.

In Industrial, Limited, District I-1, structures to be erected or land to be used shall be for one or more of the following uses, together with ordinary and necessary accessory uses, and no others.

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Article 12. Industrial, General, District I-2

Sec. 22-12-9. ~~Off-street~~ Off-Street parking.

Off-street parking shall conform with Article 26: *Off-Street Parking and Loading Spaces* 17 of this chapter.

.....
Article 13. ~~Mobile~~ Manufactured Home Park, District MHP

Sec. 22-13-1. Statement of intent.

This district is intended to accommodate ~~mobile-~~ *manufactured* home parks with lots for rent exclusively. This district is based on the premise that the demand for ~~mobile-~~ *manufactured* homes can best be supplied by ~~mobile-~~ *manufactured* home parks. The following regulations are designed to provide an attractive and harmonious environment for ~~mobile-~~ *manufactured* home dwellings, with all amenities normally found in a substantial residential neighborhood.

Sec. 22-13-2³. Use regulations.

In ~~Mobile~~ *Manufactured* Home Park, District MHP, only one *mobile or manufactured* home and its accessory uses and structures shall be permitted on each minimum lot area. Structures to be erected or land to be used shall be for some combination of the following uses. *Manufactured homes used pursuant to this section shall comply with the Flood Protection subsection of this Chapter found in Section 22-17-8A et seq.* (Ord. 3-15-06; Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10)

Sec. 22-13-3. Area regulations.

- (A) The minimum area for each ~~mobile~~ *manufactured* home park shall be five (5) acres. (Minimum number of spaces completed and ready for occupancy before first occupancy is permitted shall be ten (10)).
- (B) Area. The minimum lot area of each individual *mobile or manufactured* home lot shall be six thousand (6000) square feet.

Sec. 22-13-4. Setback regulations.

- (A) ~~Mobile~~ *Manufactured* home parks shall be located fifty (50) feet or more from any street right-of-way but not less than seventy-five (75) feet from the center line of the street. Lots fronting streets within ~~mobile~~ *manufactured* home parks (interior lots) shall conform with subsection (b) below. The foregoing notwithstanding, every ~~mobile~~ *manufactured* home within any such ~~mobile~~ *manufactured* home park shall be set back from any abutting public road not less than the setback required for the property abutting the ~~mobile~~ *manufactured* home park across such public road.
- (B) No ~~mobile~~ *manufactured* home lot shall be placed less than twenty-five (25) feet from any adjoining property line.
- (C) No ~~mobile~~ *manufactured* home shall be placed less than ten (10) feet from any lot or within 25 feet of another ~~mobile~~ *manufactured* home.

³ Editor’s Note – This section as originally adopted was misnumbered as “Sec. 22-13-1.” This clerical error has been corrected by the editor.

Sec. 22-13-5. Frontage regulations.

The minimum frontage for each ~~mobile~~ *manufactured* home lot shall be sixty (60) feet with a minimum 30 feet street frontage.

Sec. 22-13-6. Required improvements within lots.

- (A) Markers for ~~mobile~~ *manufactured* home lots. Every ~~mobile-manufactured~~ home lot shall be clearly defined on the ground by permanent markers. There shall be posted and maintained in a conspicuous place on each lot a number corresponding to the number of each lot as shown on the site plan submitted so that each lot may be easily identified.
- (B) Streets. All streets, both public and private, serving ~~mobile~~ *manufactured* home lots, shall conform to the construction standards of the Virginia Department of Transportation. Curb and gutters are encouraged; however, in the event that they are not provided, adequate drainage facilities shall be provided.
- (C) Parking spaces. In each ~~mobile~~ *manufactured* home park, parking spaces shall be provided at the rate of at least two car spaces for each ~~mobile~~*manufactured* home lot. Space for one car of the required two car spaces shall be provided upon the lot, but if not so provided, in parking bays located convenient to such lots. Each such parking space shall be not less than ten feet wide and twenty feet deep, shall be surfaced for its entire area with a durable, hard surface material, suitable for all weather use, and shall have unobstructed access to a public street or highway. No parking space shall be more than three hundred (300) feet from the ~~mobile-manufactured~~ home lot which it serves.
- (D) Water supply. An adequate supply of water approved by the State Health Department shall be furnished from a public water supply system or from a central water system conforming to all applicable laws, regulations, resolutions, and ordinances, with water connections located on each ~~mobile~~ *manufactured* home lot. No drinking water containers or fountains shall be located in any room housing toilet facilities. All water lines shall be made frost-free.
- (E) Sewerage facilities. In each ~~mobile~~ *manufactured* home park, all waste or waste water from a faucet, toilet, tube, shower, sink, slop-sink, drain, washing machine, garbage disposal unit or laundry shall empty into one or more public or central sewer systems approved by the Fluvanna County Health Department.
- (F) Garbage and trash disposal. Each lot within a ~~mobile~~ *manufactured* home park shall be provided with at least one tight-fitting, closed-top garbage or trash container, and collection and disposal shall be provided at a frequency to assure it will not overflow.
- (G) Lighting and electric receptacle outlets. Public areas of ~~mobile~~ *manufactured* home parks shall be adequately lighted so as to permit safe movement of vehicles and pedestrians at night. All exterior lights in each park shall be located and when necessary shielded so as to

prevent direct illumination of sleeping areas. At least one grounded type receptacle outlet shall be provided each lot.

- (H) Utilities. All utility service shall be underground to each lot.
- (I) Recreational areas. There shall be provided a minimum of 30,000 square feet of recreational area, exclusive of required setback and yard requirements, per each thirty (30) ~~mobile~~ *manufactured* home lots or multiple or fraction thereof.
- (J) Additions to ~~mobile~~ *manufactured* homes. No permanent or semi-permanent structure shall be affixed to any ~~mobile~~ *manufactured* home as an addition to such mobile home. The prohibition herein against any addition or accessory to a ~~mobile~~ *manufactured* home shall not apply to a canopy or awning designed for use with a ~~mobile~~ *manufactured* home, nor to any expansion unit or accessory structures specifically manufactured for ~~mobile~~ *manufactured* homes. The lot coverage of a ~~mobile~~ *manufactured* home, together with an expansion or accessory structure permitted thereto by this article shall not exceed twenty percent of the total ~~mobile~~ *manufactured* home lot area.
- (K) Height regulations. No ~~mobile~~ *manufactured* home shall exceed fourteen (14) feet in height nor shall any storage facility or other accessory structure exceed the height of any ~~mobile~~ *manufactured* home which it serves. Utilities, television antennae and radio aerials are exempt.
- (L) ~~Mobile~~ *Manufactured* home standards. Every ~~mobile~~ *manufactured* home occupied as a dwelling unit in Fluvanna County shall meet the minimum standards of the Virginia *Manufactured Home Safety Regulations and shall have been manufactured under the authority of the National Manufactured Home Construction and Safety Standards Act, Industrialized Building Unit and Mobile Home Safety Regulations*, as the same shall be in effect from time to time.
- (M) Anchorage. Every parking space for ~~mobile~~ *manufactured* homes shall be provided with devices for anchoring the unit to prevent overturning or uplift. The anchorage shall be adequate to withstand wind forces and uplift as required for buildings and structures in the Virginia Uniform Statewide Building Code.

Sec. 22-13-7. Site plan required.

Each ~~mobile~~ *manufactured* home park shall be subject to the provisions of Article 23: *Site Development Plans* of this chapter.

.....
Article 14. PLANNED UNIT DEVELOPMENT DISTRICT (PUD)

Sec. 22-14-8. Density.

- (1) The maximum residential base density permitted for individual land uses to be located in the PUD districts shall be as follows in Table 1 below.

(2) The allowable density for individual uses within the PUD District shall be calculated based on the Net Acreage of the land subject to the PUD zoning amendment application. The calculation of minimum and maximum yield for individual uses shall be based on the application of the minimum and maximum density for each use (see Table 1) to an adjusted Net Acreage. The Net Acreage reduces the gross area of the PUD land by the total of the non-qualifying land components within property. The Net Acreage = Gross Acreage - Non-Qualifying Area (acreage of the sum of the Non-Qualifying land components.) The components that comprise the Non-Qualifying areas include:

- area of existing dedicated public rights of way and easements,
- areas depicted on an adopted Official Transportation Map for future public improvements,
- area of existing land uses and structures, including platted lots, that are intended to remain as a part of the PUD project,
- areas deemed unbuildable due to geological, soils, or other environmental deficiencies,
- areas of wetlands and floodplains (as defined by FEMA 100-year floodplain or engineering study),
- area of existing ponds, stormwater management facilities, and water features that are not defined as wetlands or floodplains, and
- area of terrain with slopes in excess of thirty percent (30%).

PUD District Density Regulations								
Community Planning Area	Minimum & Maximum Density							
	Dwelling Units <i>par per</i> acre for Residential – Floor Area Ration <i>Ratio</i> for Commercial							
	Single Family		Townhouses		Multifamily		Commercial	
	min.	max.	min.	max.	min.	max.	min.	max.
Zion Crossroads Community Planning Area		6		9		16		
Zion Crossroads Urban Development Area	4	6	6	9	12	16	0.4	
Rivanna Community Planning Area		4		6		12		
Palmyra Community Planning Area		4		6		12		
Fork Union Community Planning Area		4		6		12		
Columbia Community Planning Area		4		6		12		

Scottsville Community Planning Area	4	6	12	
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Table 1: PUD Density Regulations

(3) An increase in the maximum residential density for a PUD district may be permitted in the following instances:

Open Space:

If 50% or more of the gross area of a PUD is preserved as open space, then a 20% increase in density may be permitted. If 75% or more of the gross area of a PUD is preserved as open space, then a 30% increase in density may be permitted.

Affordable Housing (as defined in the Comprehensive Plan):

If between 10% and 15% of the total number of dwelling units within a PUD are reserved for affordable housing, then a 20% increase in density may be permitted. If more than 15% of the total number of dwelling units within a PUD are reserved for affordable housing, then a 30% increase in density may be permitted.

Open Space and Affordable Housing:

Density bonuses may also be permitted with a combination of both open space and affordable housing. The increase in density that may be permitted shall be based on the following combinations of open space and affordable housing:

Open Space Provided	Affordable Housing Provided	Density Bonus Permitted
50%	10-15%	35%
50%	+ >15%	45%
75%	10-15%	40%
75%	+ >15%	50%

Transfer/Purchase of Development Rights:

(Reserved for future Transfer of Development Rights/Purchase of Development Rights density bonuses)

(Ord. 8-5-09; Ord. 11-16-11)

.....
Article 15. SIGN REGULATIONS

Sec. 22-15-4.1 “Going out of business” and “Special” sales.⁴

(A) All persons must obtain a permit from the county in order to advertise or conduct a sale for the purpose of discontinuing a retail business, or to modify the word “sale” in any

⁴ For state law requiring the county to oversee and permit such sales, see Code of Va., §§ 18.2-223, 18.2-224.

advertisement with the words “going out of business” or any other words which tend to insinuate that the retail business is to be discontinued and the merchandise liquidated.

(B) The applicant shall submit an application for a permit to the county administrator, or his designee, which shall include the following:

(1) A statement of the purpose of the sale (i.e. liquidation of assets, terminating retail business);

(2) An inventory including the kind and quantity of all goods to be offered for sale during the sale;

(3) A copy of any proposed advertisements which may be posted or published in connection with the special sale; and

(4) A fee of \$65 for the processing of the permit, which shall not be refunded.

(C) Upon receipt of the complete application and fee, the county administrator or his designee, shall issue a special sale permit which shall be valid for a maximum of sixty (60) days. An extension of the sale or additional sale shall require an additional permit application and fee as described above. A maximum of one permit beyond the initial sixty (60) day permit may be granted solely for the purpose of liquidating only those goods contained in the initial inventory list which remain unsold.

(D) The permittee shall prominently display the permit number and effective dates of the special sale on any and all advertisements for such sale. The permittee may not advertise along with its special sale any goods not listed in the inventory provided to the county in its application.

(E) The permittee may not commingle or add to the special sale any goods not listed in the inventory list provided to the county. Upon proof that the permittee has commingled or added goods not listed in the inventory list to the special sale, the county may revoke the special sale permit.

(F) The county administrator’s designee shall inspect the advertisement and conducting of the special sale to insure it is being advertised and conducted in conformity with the permit.

(G) Advertising or conducting a special sale without a permit, as required by this section, shall be punishable as a Class 1 misdemeanor.

.....
Article 16. Nonconforming Uses
.....

Sec. 22-16-8. Repair and restoration after damage.

(A) Where in any zone, a conforming structure devoted to a non-conforming activity or a nonconforming structure is destroyed or damaged in any manner, whether wholly or partially, either may be repaired or restored provided such repair or restoration is started

within twelve months from the date of damage or partial destruction. Such restoration shall not exceed 200% of its size in square footage when destroyed. Any such expansion exceeding 100% of the original structure shall conform with the yard requirements of this ordinance. *Any such repair or restoration must be carried out in compliance with the Uniform Statewide Building Code and Fluvanna County flood plain regulations, as required by the Code of Virginia § 15.2-2307.*

(B) ~~B. RESERVED~~ *If a nonconforming structure is in an area under a federal disaster declaration and the structure has been damaged or destroyed as a direct result of the conditions that gave rise to the federal disaster declaration, then it may be repaired or restored for an additional two (2) years after the time permitted in subsection (a) above.*

(C) ~~C.~~ Any *manufactured mobile* home which was lawfully in existence in the county on the effective date of this ordinance may be replaced by another mobile home, subject to the following:

- (1) The replacement *manufactured mobile* home shall contain the same or greater floor area as the *manufactured mobile* home being replaced;
- (2) The replacement *manufactured mobile* home shall comply with all building and construction codes in the Commonwealth of Virginia applicable to *manufactured mobile* homes;
- (3) The replacement *manufactured mobile* home shall be located on the same parcel so as to comply with all yard and setback requirements of the ordinance unless the dimensions of the parcel are such that such compliance is infeasible, in which case the replacement *manufactured mobile* home shall be located substantially in the same location as the *manufactured mobile* home being replaced;
- (4) The *manufactured mobile* home being replaced shall be removed from the parcel no later than *ninety* (90) days after the replacement *manufactured mobile* home is placed on the parcel.
- (5) There shall be no dual occupancy when such *manufactured mobile* homes are being replaced.
- (6) The replacement *manufactured mobile* home shall be located on the parcel not more than *ninety* (90) days after removal of the *manufactured mobile* home to be replaced.

.....
Article 17. General Provisions

Sec. 22-17-1. Zoning permits.

(A) Buildings or structures shall be started, reconstructed, or enlarged only after a zoning permit has been obtained from the administrator or his designated agent.

(B) Each application for a zoning permit shall be accompanied by a site plan which complies with the provisions of Article 23: *Site Development Plans* of this chapter. In the case of any building, structure or use which is exempt from the provisions of Article 23, a sketch plan shall be submitted. Each such sketch plan shall show the property in such detail as the administrator may deem necessary to ensure compliance with this chapter. Except as may otherwise be required in a particular case, such sketch shall show the size and shape of the parcel of land on which the proposed building, structure or use is to be established, the nature of the proposed use of the building or land, and the size, shape and location of such building,

structure or use with respect to the property lines of said parcel of land and to the right-of-way of any street or highway adjoining said parcel of land, including all setbacks and required yards as prescribed by this chapter and by all applicable deed restrictions known to the applicant. *The sketch plan shall also include any* ~~Any~~ *other information which the administrator may deem necessary for construction of the application* ~~may be required~~. If the proposed building, structure or use is in conformity with the provisions of this chapter, a permit shall be issued to the applicant by the administrator.

- (C) Activity for which a zoning permit was issued must commence within twenty-four months or such permit shall expire and be of no further effect.

.....
Sec. 22-17-6. Widening of highways and streets.

Whenever there shall be plans in existence *for* a project in the Secondary or Primary Six Year Plan that has been approved by the Virginia Department of Transportation and the governing body for the widening of any street or highway, the administrator may require additional front yard setbacks for any new construction or for any structures altered or remodeled adjacent to the future planned right of way, in order to preserve and protect the right of way for such proposed street or highway widening.

.....
Sec. 22-17-9. Conditional rezoning.⁵

- (A) As part of a rezoning or amendment to the zoning map, the owner of any property subject to any application for such rezoning or amendment to the zoning map, may voluntarily proffer, in writing submitted to the zoning administrator prior to a public hearing before the governing body, reasonable conditions for such rezoning or amendment to the zoning map, in addition to the regulations provided for the zoning district by this chapter, provided that such proffered conditions comply in full with all provisions of Sections 15.2-2297 and 15.2-2298 of the Code of Virginia.
- (B) Once proffered and accepted as part of an amendment to the zoning ordinance, such conditions shall continue in effect until a subsequent amendment changes the zoning on the property covered by such conditions; however, such conditions shall continue if the subsequent amendment is part of a comprehensive implementation of a new or substantially revised zoning ordinance. No amendment or variation of conditions created pursuant to this section shall take effect until after a public hearing before the governing body advertised in accordance with Section 15.2-2204 of the Code of Virginia. Except as the governing body may expressly provide in a particular case, each such condition shall be deemed to be integral to, and nonseverable from, the rezoning or amendment to the zoning map to which it applies.
- (C) No proffer for the dedication of real property or payment of cash shall be accepted unless the county has adopted a capital improvement program pursuant to Section 15.2-2239 of the Code of Virginia. No such dedication or cash payment shall be made until the facilities for which such property is dedicated or cash is tendered are included in the capital improvement program, provided that nothing herein shall prevent the county from accepting proffered

⁵ As to state law regarding conditional rezoning, see Code of Va., § 15.2-2296 et seq.

conditions which are not normally included in such capital improvement program. If such proffered conditions include the dedication of real property or the payment of cash, the proffered conditions shall provide for the disposition of such property or cash payment in the event the property or cash payment is not used for the purpose for which proffered.

(D) In the event proffered conditions include a requirement for the dedication of real property of substantial value, or substantial cash payments for or construction of substantial public improvements, the need for which is not generated solely by the rezoning itself, then no amendment to the zoning map for the property subject to such conditions, nor the conditions themselves, nor any amendments to the text of the ordinance with respect to the zoning district applicable thereto initiated by the governing body, which eliminate, or materially restrict, reduce or modify the uses, the floor area ratio, or the density of use permitted in the zoning district applicable to such property shall be effective with respect to such property unless there has been mistake, fraud, or a change in circumstances substantially affecting the public health, safety, or welfare.

(E) Nothing in this section shall be construed to affect or impair the authority of the governing body to:

(a) (1) Accept proffered conditions which include provisions for timing or phasing of dedications, payments or improvements; or

(b) (2) Accept or impose valid conditions pursuant to subsection (A)(3) of Section 15.2-2286 of the Code of Virginia or other provision of law.

(F) The zoning map shall show by an appropriate symbol on the map the existence of conditions attaching to the zoning on the map. The zoning administrator shall keep in his office and make available for public inspection a Conditional Zoning Index. The Index shall provide ready access to the ordinance creating conditions in addition to the regulations provided for in a particular zoning district or zone. The zoning administrator is vested with all necessary authority on behalf of the governing body and pursuant to Section 15.2-2299 of the Code of Virginia to administer and enforce conditions attached to a rezoning or amendment to a zoning map, though all decisions made pursuant to this section are subject to appeal to the governing body according to the procedures described in Section 15.2-2301 of the Code of Virginia.

.....
Sec. 22-17-15. Special exception for placement of ~~mobile~~ a manufactured home.

The zoning administrator may approve placement of a *manufactured* ~~mobile~~ home in the event that a residence is destroyed or made unlivable by fire, flood, wind, or other natural causes, provided that placement shall be for a period not longer than 12 months from the date of occurrence of the event, and also provided that written approval is obtained from the respective property owners association, if any.

Sec. 22-17-16. Special use permit for power production plants.

A power production plant may be constructed pursuant to Section 22-4-2.2 and section 22-17-4 of this chapter, upon showing by the applicant of the following:

(1) The proposed location for the power plant is supported by a clear dependence upon the confluence of utilities necessary for the operation of the power production plant and the transmission of the electricity the plant generates;

(2) The proposed power plant will not be of substantial detriment to adjacent property and the general character of the district will not be changed as a result of its operation. This shall be accomplished, in part, by meeting the following minimum criteria:

- (a) The proposed site shall be a minimum of 300 acres and allow for at least 87% of the property to be left as open space;
- (b) The proposed site features natural vegetation or topographical features that provide for ample perimeter screening and buffering to minimize any visual or other impacts on adjacent property;
- (c) The proposed location has adequate access to the road system and shall not create or exacerbate traffic congestion;

(1) In addition to meeting the minimum site-related criteria listed in (a), (b) and (c) above, the design of the proposed electrical power production plant shall be subject in all respects to the provisions of this chapter except as listed in (a) through (e), below. These exceptions shall be deemed to be compatible with the general character of the district and provide further protection of adjacent property from potential adverse impacts:

- (a) The height of any buildings or structures shall not exceed the lesser of 145 feet above ground level or the height of the tallest chimney as determined by paragraph (b) below;
- (b) The height of any chimney shall not exceed the lesser of 145 feet above ground level or the height determined by "good engineering practice" as determined by the State Air Pollution Control Board or the Department of Environmental Quality pursuant to applicable regulations addressing stack heights;
- (c) The amount of impervious surface coverage shall be thirteen per cent (13%) or less, provided that storm water detention ponds or reservoirs shall be considered pervious surface(s);
- (d) Any buildings or structures over *twelve* (12) feet in height, ~~other than public utility structures subject to the provisions of Section 22-17-14 of this chapter,~~ shall be located a minimum of 300 feet distant from adjoining property lines or edge of road rights-of-way;
- (e) There shall be a minimum of 300-foot wide vegetated buffer around the development which, in all other respects, conforms to the County landscaping requirements to be reviewed and approved along with the other requirements of a site development plan;

(4) In addition to obtaining zoning approval from Fluvanna County, the proposed power plant also will obtain, and maintain, valid permits as required by all other regulatory bodies of the state and federal governments.

.....
Article 18. Provisions for Appeal and Variance

Sec. 22-18-1. Board of zoning appeals.⁶

(a) A board consisting of five (5) members shall be appointed by the Circuit Court of Fluvanna County. *Members of the board shall be residents of Fluvanna County.* Members of the board may receive such compensation as may be authorized by the governing body. Members shall be removable for cause by the appointing court after hearing held after at least fifteen (15) days' notice. Appointments for vacancies occurring otherwise than by expiration of term shall in all cases be for the unexpired term.

(b) The term of office shall be for five (5) years, except that of the first five (5) members appointed, one (1) shall serve for five (5) years, one (1) for four (4) years, one (1) for three (3) years, one (1) for two (2) years and one (1) for one (1) year. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until his successor is appointed and qualifies. Members of the board shall hold no other public office in the county, except that one of the five appointed members may be an active member of the planning commission.

(c) Any member of the board shall be disqualified to act upon a matter before the board with respect to property in which the member has a legal interest.

(d) The board shall choose annually its own chairman and vice chairman who shall act in the absence of the chairman. The board may elect as its secretary either one of its members or a qualified individual who is not a member of the board. A secretary who is not a member of the board shall not be entitled to vote on matters before the board.

Sec. 22-18-1.1. Ex parte communications and proceedings.⁷

(A) *The non-legal staff of the governing body may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law does occur, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication and the identity of the individuals*

⁶ As to state law authorizing the formation of the county's board of zoning appeals, see Code of Va., § 15.2-2308.

⁷ As to state law provisions regarding board of zoning appeals ex parte communications and proceedings, see Code of Va., § 15.2-2308.1.

involved in the communication. For the purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner or his agent or attorney are all invited.

(B) Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved under Virginia Code Section 15.2-2314, as soon as practicable thereafter, but no more than three (3) business days after providing such materials to a member of the board. If the applicant, appellant or other person aggrieved under Virginia Code Section 15.2-2314 requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made in accordance with the FOIA requirements in Virginia Code Section 2.2-3704. Any such materials furnished to a member of the board shall also be made available for public inspection as required by Virginia Code Section 2.2-3707(F).

(C) For the purposes of this section, “non-legal staff of the governing body” means any staff who is not in the office of the county attorney, or for the board, or who is appointed by special law. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff or any attorney where such communication is protected by attorney-client privilege or other similar privilege or the protection of confidentiality.

(D) This section shall not apply to cases where an application for a special exception has been filed pursuant to this chapter.

Sec. 22-18-2. Powers of the Board of Zoning Appeals.⁸

The Board of Zoning Appeals shall have the following powers and duties:

(A) To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this ordinance or of any ordinance adopted pursuant thereto.

(1) The decision on such appeal shall be based on the board’s judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct.

(2) At a hearing on an appeal, the administrative officer shall explain the basis for his determination after which the appellant has the burden to rebut such presumption of correctness by a preponderance of the evidence.

(3) The board shall consider any applicable ordinances, laws, and regulations in making its decision. For the purposes of this section, determination means any order, requirement, decision or determination made by an administrative officer.

⁸ As to state law regarding powers of the board of zoning appeals, see Code of Va., § 15.2-2309.

(4) *Any appeal of a determination to the board shall be in compliance with this section, notwithstanding any other provision of law, general or special.*

(B) *Notwithstanding any other provision of law, general or special, to grant ~~To authorize~~ upon appeal or original application in specific cases ~~such a variance as defined by Virginia Code Section 15.2-2201 from the terms of the ordinance as will not be contrary to the public interest, when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary hardship; provided that the spirit of the ordinance shall be observed and substantial justice done, as follows: the burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that his application meets the standard for a variance as defined in Virginia Code Section 15.2-2201 and the criteria set out in this section, as follows:~~*

(1) ~~When a property owner can show that his~~ *Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance and*

~~(i) the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of the ordinance or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the use or development of property immediately adjacent thereto, the strict application of the terms of the ordinance would effectively prohibit or unreasonably restrict the use of the property or where the board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant, provided that all variances shall be in harmony with the intended spirit and purpose of the ordinance.~~

~~(ii) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area;~~

~~(iii) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;~~

~~(iv) the granting of such variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and~~

~~(v) the relief or remedy sought by the variance application is not available through a special exception process or the process for modification of a zoning ordinance at the time of the filing of the variance application.~~

~~2. No such variance shall be authorized by the board unless it finds: (a) that the strict application of the ordinance would produce undue hardship; (b) that such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and (c) that the authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.~~

~~3. (2) No such variance shall be authorized~~ *considered* except after notice and hearing as required by Section 15.2-2204 of the Code of Virginia, as amended; however, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to Section 15.2-2309 of the Code of Virginia.

~~4. No variance shall be authorized unless the board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.~~

~~5. (3) In authorizing~~ *granting* a variance the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to insure that the conditions imposed are being and will continue to be complied with.

(C) To hear and decide appeals from the decision of the zoning administrator. No such appeal shall be heard except after notice and hearing as provided by Section 15.2-2204 of the Code of Virginia; however, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to Section 15.2-2309 of the Code of Virginia.

(D) To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by any such question, and after public hearing with notice as required by Section 15.2-2204 of the Code of Virginia, the board may interpret the map in such way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to Section 15.2-2309 of the Code of Virginia. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance.

(E) No provision of this section shall be construed as granting any board the power to rezone property *or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the governing body.*

.....
Sec. 22-18-4. Applications for variances, appeals to the Board of Zoning Appeals.⁹

(A) Applications for variances may be made by any property owner, tenant, government official, department, board or bureau. Such application shall be made to the zoning administrator in accordance with rules adopted by the board. The application and accompanying maps, plans or

⁹ *As to state law regarding appeals to the board of zoning appeals, see Code of Va., § 15.2-2311.*

other information shall be transmitted promptly to the secretary of the board who shall place the matter on the docket to be acted upon by the board. The zoning administrator shall also transmit a copy of the application to the local commission which may send a recommendation to the board or appear as a party at the hearing. Substantially the same application will not be considered by the board within one year after the decision of the board.

(B) An appeal to the board may be taken by any person aggrieved or by any officer, department, board or bureau of the county affected by ~~such~~ any decision of the zoning administrator or from any order, requirement, decision or determination made by any other administrative officer in the administration and enforcement of this article, any ordinance adopted pursuant to this article, or any modification of zoning requirements pursuant to this chapter.

(1) Any written notice of a zoning violation or a written order of the zoning administrator dated on or after July 1, 1993, shall include a statement informing the recipient that he may have a right to appeal the notice of a zoning violation or a written order within thirty (30) days in accordance with this section, and that the decision shall be final and unappealable if not appealed within thirty (30) days. The zoning violation or written order shall include the applicable appeal fee and a reference to where additional information may be obtained regarding the filing of an appeal. The appeal period shall not commence until the statement is given. A written notice of a zoning violation or a written order of the zoning administrator that includes such statement sent by registered or certified mail to, or posted at, the last known address of the property owner as shown on the current real estate tax assessment books or records shall be deemed sufficient notice to the property owner and shall satisfy the notice requirements of this section.

(2) Such appeal shall be taken within thirty (30) days after the decision appealed from by filing with the zoning administrator, and with the board, a notice of appeal specifying the grounds thereof. ~~Pursuant to Section 15.2-2311 of the Code of Virginia, the zoning administrator shall attach to any written notice of a zoning violation or any written order a statement informing the recipient that he may have a right to an appeal within thirty days, and that the zoning administrator's decision shall become final and unappealable if not filed within thirty days.~~

(3) Upon the filing of the appeal, the ~~The~~ zoning administrator shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken.

(4) A decision by the board on appeal shall be binding upon the owner of the property which is the subject of such appeal only if the owner of such property has been provided notice of the zoning violation or written order of the zoning administrator. The owner's actual notice of such notice of zoning violation or written order or active participation in the appeal hearing shall waive the owner's right to challenge the validity of the board's decision due to failure of the owner to receive the notice of zoning violation or written order.

(5) An appeal shall stay all proceedings in furtherance of the action appealed from unless the zoning administrator certifies to the board that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order granted by the board or by a court of record, on application and on notice to the zoning administrator and for good cause shown.

(6) In no event shall a written order, requirement, decision or determination made by the zoning administrator or other administrative officer be subject to change, modification or reversal by any zoning administrator or other administrative officer after sixty days have elapsed from the date of the written order, requirement, decision or determination where the person aggrieved has materially changed his position in good faith reliance on the action of the zoning administrator or other administrative officer unless it is proven that such written order, requirement, decision or determination was obtained through malfeasance of the zoning administrator or other administrative officer or through fraud. The sixty-day limitation period shall not apply in any case where, with the concurrence of the attorney for the governing body, modification is required to correct clerical or other nondiscretionary errors.

(C) In any appeal taken pursuant to this section, if the board's attempt to reach a decision results in a tie vote, the matter may be carried over until the next scheduled meeting at the request of the person filing the appeal.

Sec. 22-18-5. Appeal procedure.

(A) Applications for variance and appeals shall be filed with the board of zoning appeals in care of the zoning administrator.

(B) Appeals and applications for variance requiring an advertised public hearing shall be accompanied by a filing fee as determined by a fee schedule adopted by resolution of the governing body. *The fee for filing an appeal shall not exceed the costs of advertising the appeal for public hearing and reasonable costs, as provided in Section 15.2-2311(A0 of the Code of Virginia.* (Ord. 9-21-05)

(C) All other procedural requirements of Section 15.2-2312 of the Code of Virginia shall be observed by the board of zoning appeals.

(D) For the conduct of any hearing, a quorum shall not be less than three members of the board and the board shall offer an equal amount of time in a hearing on the case to the applicant, appellant or other person aggrieved, and the staff of the local governing body, pursuant to Section 15.2-2308 of the Code of Virginia.

Sec. 22-18-6. Public hearing.¹⁰

¹⁰ *As to state law regarding the timing of public hearing and powers of the board of zoning appeals, see Code of Va., § 15.2-2312.*

The board shall fix a reasonable time for the hearing of an application or appeal, give public notice thereof as well as due notice to the parties in interest and decide the same within ninety days. In exercising its powers, the board may reverse or affirm wholly or partly, or may modify, the order, requirement, decision or determination of an administrative officer or decide in favor of the applicant on any matter upon which it is required to pass under the ordinance or to effect any variance from the ordinance.

Sec. 22-18-7. Certiorari to review decisions of board of zoning appeals.

- (A) Any person or persons jointly or severally aggrieved by any decision of the board of zoning appeals, or any taxpayer or any officer, department, board or bureau of the county, may present to the circuit court of the county a petition specifying the grounds on which aggrieved within thirty (30) days after the filing of the decision in the office of the board.
- (B) Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the board of zoning appeals and shall prescribe therein the time within which a return thereto must be made and served upon the relator's attorney, which shall not be less than ten (10) days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due cause shown, grant a restraining order.
- (C) The board of zoning appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof as may be called for by such writ. The return shall concisely set forth such facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.
- (D) ~~If, upon the hearing, it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a commissioner to take such evidence as it may direct and report the same to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made.~~ The Court may reverse or affirm, wholly or partly, or may modify the decision brought up for review.
- (E) Costs shall not be allowed against the board, unless it shall appear to the court that it acted in bad faith or with malice in making the decision appealed from. In the event the decision of the board is affirmed and the court finds that the appeal was frivolous, the court may order the person or person who requested the issuance of the writ of certiorari to pay the costs incurred in making a return of the record pursuant to the writ of certiorari.

Section 22-18-7.1. Presumptions and burdens of proof.

- (A) *In the case of an appeal from the board of zoning appeals to the circuit court of an order, requirement, decision or determination of a zoning administrator or other administrative officer in the administration or enforcement of any ordinance or provision, or any modification of zoning requirements, the findings and conclusions of the board of zoning*

appeals on questions of fact shall be presumed to be correct. The appealing party may rebut that presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision. The court shall hear any arguments on questions of law de novo.

(B) In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted an application for a variance, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut the presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision.

(C) In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted application for a special exception, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut that presumption by showing to the satisfaction of the court that the board of zoning appeals applied erroneous principles of law, or where the discretion of the board of zoning appeals is involved, the decision of the board (i) was plainly wrong, (ii) was in violation of the purpose and intent of the zoning ordinance, and (iii) is not fairly debatable.

(D) In the case of an appeal from the board of zoning appeals to the circuit court of a decision of the board, any party may introduce evidence in the proceedings in the court in accordance with the Rules of Evidence of the Supreme Court of Virginia.

.....
Article 21. Administration and Interpretation
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Sec. 22-21-3. Interpretation.

Unless district boundary lines are fixed by dimensions or otherwise clearly shown or described, and where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the zoning map, the following rules shall apply:

(a) Where district boundaries are indicated as approximately following or being at right angles to the center lines of streets, highways, alleys, or railroad main tracks, such center lines or lines at right angles to such center lines shall be construed to be such boundaries, as the case may be.

(b) Where a district boundary is indicated to follow a river, creek or branch or other body of water, said boundary shall be construed to follow the center line at the low water or at the limit of the jurisdiction and in the event of change in the shoreline, such boundary shall be construed as moving with the actual shoreline.

(c) If no distance, angle, curvature, description or other means is given to determine a boundary line accurately and the foregoing provisions do not apply, the same shall be determined

by the use of the scale shown on said zoning map. In the case of subsequent dispute, the matter shall be referred to the Board of Zoning Appeals which shall determine the boundary.¹¹

.....
Article 22. Definitions

Sec. 22-22-1. Rules of construction; definitions.

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

.....
ASSISTED LIVING FACILITY: A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The facility operation shall have the capacity to provide residents with an array of services supporting Activities of Daily Living (ADL's) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self-administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density *when and as required by the Code of Virginia Section 15.2-2291.*

.....
CENTRAL SEWERAGE SYSTEM: A sewerage system consisting of pipelines or conduits, pumping stations, force mains or sewage treatment plants, including, but not limited to, septic tanks and/or drain fields, or any of them designed to serve three or more connections, used for conducting or treating sewage which is required to be approved by the board of supervisors *in accordance with the Virginia Waste Management Act. pursuant to Title 15.1, Chapter 9, Article 9 of the Code of Virginia.* See *Utilities, major and minor uses.*

CENTRAL WATER SUPPLY: A water supply consisting of a well, springs or other source and the necessary pipes, conduits, mains, pumping stations and other facilities in connection therewith, to serve or to be capable of serving three or more connections, which is required to be approved by the board of supervisors *in accordance with the Virginia State Water Control Board Regulations. pursuant to Title 15.1, Chapter 9, Article 7 of the Code of Virginia.* See *Utilities, major and minor uses.*

.....
CHILD DAY CENTER: *A child day program offered to (i) two (2) or more children under the age of thirteen in a facility that is not the residence of the provider or of any of the children in*

¹¹ As to state law provisions regarding district boundary lines, see *Code of Va., § 15.2-2309(4).*

care or (ii) thirteen (13) or more children at any location. See also CHILD DAY PROGRAM, FAMILY DAY HOME.

CHILD DAY PROGRAM: A regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of thirteen for less than a 24-hour period. See also CHILD DAY CENTER, FAMILY DAY HOME.

DAYCARE CENTER: See CHILD DAY CENTER, CHILD DAY PROGRAM, FAMILY DAY HOME. A facility operated for the purpose of providing care, protection and guidance to ten (10) or more individuals during only part of a 24-hour day. This term includes nursery schools, preschools, daycare centers, and other similar uses but excludes public and private educational facilities or any facility offering care to individuals for a full 24-hour period.

.....
FAMILY DAY HOME: A child day program offered in the residence of the provider or the home of any of the children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider's own children and any children who reside in the home, when at least one (1) child receives care for compensation. Family day homes serving six (6) through twelve (12) children, exclusive of the provider's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all grandchildren of the provider shall not be required to be licensed. See also CHILD DAY CENTER, CHILD DAY PROGRAM.

FAMILY DAYCARE HOME: See CHILD DAY CENTER, CHILD DAY PROGRAM, FAMILY DAY HOME. A single family dwelling in which more than five (5) but less than thirteen (13) individuals are received for care, protection, and guidance during only part of a twenty-four (24) hour day. Individuals related by blood, legal adoption, or marriage to the person who maintains the home shall not be counted towards this total. The care of five (5) or fewer individuals for portions of a day shall be considered as a home occupation.

.....
INOPERABLE MOTOR VEHICLE: (i) any motor vehicle which is not in operating condition; (ii) any motor vehicle which for a period of 60 days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle; or (iii) any motor vehicle on which there are displayed neither valid license plates nor a valid inspection decal, as provided in Code of Virginia Section 15.2-904.

.....
MEDIA, ADULT: Magazines, books, videotapes, movies, slides, CD-ROMs, DVDs or blu-ray or other devices used to record computer images, or other media that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas. See Retail store, adult use.

.....
NURSING HOME: Any place or institution, other than a hospital, for the aged, infirm, senile, chronically ill, or convalescent established to render domiciliary care, custodial care, treatment or lodging to three (3) or more nonrelated persons, facility, or any identifiable component of any

facility, other than a hospital, licensed pursuant to the Code of Virginia, Section 32.1-123, in which the primary function is the provision, on a continuing basis, of nursing and health-related services for the treatment and inpatient care of two (2) or more nonrelated individuals, including, but not limited to, facilities known as convalescent homes, skilled nursing facilities, skilled care facilities, intermediate care facilities, extended care facilities, and nursing or nursing care facilities.

.....
PARKING BAY: A continuous row of parking, containing twenty (20) parking spaces or less, bounded on both ends by a parking island, as specified in Article 22 26: *Off-Street Parking and Loading Spaces* of this chapter.

.....
UTILITY, MAJOR: Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, *information* and communication facilities.

UTILITY, MINOR: Facilities for the distribution and collection of public, private and central utilities including poles, lines, transformers, pipes, meters, *information* and communication distribution lines.

VARIANCE: A variance is a *reasonable deviation from the provisions of the zoning ordinance regulating the size or area of a lot or parcel of land, or the size, area, bulk or location of a building or structure when the strict application of the ordinance would result in unnecessary or unreasonable hardship to the property owner, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the intended spirit and purpose of the ordinance, and would result in substantial justice being done. It shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning.* ~~relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for height, area, and size of structure of size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of noneconformities in the zoning district or adjoining zoning districts.~~

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WOODSTORAGE, TEMPORARY: A lot utilized for the temporary (30, 60, or 90 days) storage/loading of forestry products transported from some other location.

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Article 23. Site Development Plans
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Sec. 22-23-6. Site plan content.

(1) The site plan, or any portion thereof, involving engineering, urban planning, landscape architecture, architecture, or land surveying, shall be prepared by a qualified person.

(2) Final site plans submitted for approval shall be certified by an architect, landscape architect, engineer, or land surveyor licensed or certified to practice by the Commonwealth of Virginia within the limits of his respective license or certification.

(3) ~~All The~~ minor or major site plans shall include:

(A) The proposed title of the project and the name of the engineer, architect, landscape architect, surveyor, and developer, as applicable.

(B) A signature panel for the Director of Planning to indicate approval.

(C) ~~A north North~~ arrow, scale graphic, and date.

(D) A vicinity map.

(E) ~~The existing Existing~~ zoning and zoning district boundaries on the property in the development and on immediately surrounding properties; ~~all All~~ special zoning requirements attached directly to the site as a result of the issuance of any Special Use Permit, variance, or rezoning; ~~and the proposed Proposed~~ changes in zoning, if any.

(F) The boundaries of the property in the development, including bearings and distances.

(G) All existing property lines, existing streets or rights-of-way opened or unopened; buildings, watercourses, and lakes; and other existing physical features in or adjoining the project. The physical features, such as watercourses, waterways and lakes on the adjoining properties need only be shown in approximate scale and proportion.

(H) ~~The features Features~~ of particular historic, cultural, scientific, or scenic significance as identified in the Comprehensive Plan, by the Director of Planning, or by any County department or state agency having site plan review responsibilities, or by the Virginia Department of Historic Resources the Virginia Department of Conservation and Recreation, or the Virginia Outdoors Foundation including, but not limited to, historic features, archaeological features, and graveyards.

(I) ~~The building Building~~ setback lines; the location of all proposed buildings and structures, accessory and main; number of stories and height; proposed general uses for each building; and the number, size, and type of dwelling units where applicable; ~~and the preliminary Preliminary~~ plans and elevations for main and accessory buildings.

(J) ~~The type Type~~, location, height, and materials of all existing and proposed fences and walls.

(K) ~~The site Site~~ coverage, showing percentage of site in buildings, parking, and open space.

(L) ~~All existing Existing~~ and proposed topography and contour lines of the development site with a contour interval of two (2) feet or less for major site plans, five (5) feet or less for minor site plans, supplemented where necessary by spot elevations.

(M) The location and size of sanitary and storm sewers, gas lines, water mains, culverts, and other underground structures; all overhead utilities and supporting poles in or affecting the development area, including existing and proposed facilities; and easements for these facilities.

(N) The location, dimension, and character of construction of proposed streets, alleys, and driveways; and the location, type and dimensions of means of ingress and egress to the site. When proposed streets intersect with or adjoin existing streets, both edges of existing pavement surface or curb and gutter must be indicated for a minimum of one hundred fifty (150) feet or the length of connection, whichever is the greater distance.

(O) The location of all existing and proposed off-street parking and parking bays, loading spaces, and pedestrian walkways, indicating types of surfacing, dimensions of stalls, width of aisles and a specific schedule showing the number of parking spaces. See Article 22-26 ~~Off-Street Off-street~~ Parking and Loading Spaces Requirements of this Ordinance. *To the greatest extent possible, parking areas shall not be located between the adjacent public right-of-way and the principal parking structure on the site unless topographic features or vegetation provide effective screening. Cul-de-sacs may not be construed or employed as a parking area.*

(P) The location on the site of all living trees with a diameter of twelve (12) inches or greater at DBH (diameter at breast height) proposed to be removed. The site plan shall show heavily wooded areas to be preserved, trees to be retained, removed, and planted, and designated by symbols coincident with the areas of the trees. See Article 22-24 Landscaping and Tree Protection of this Ordinance.

(Q) The location, height, and character of all outdoor lighting systems. See Article 22-25 Outdoor Light Control of this Ordinance.

(R) The location, character, height, means of lighting, and orientation of proposed signs. See Article 22-15 ~~Sign Regulations Signs~~ of this Ordinance.

(S) All paving, including, without limitation, gravel or other pervious surfaces, *which* shall be of a design and quality to support the traffic which can reasonably be expected to be generated by the proposed use, as required by Article 22-26 Off-Street Parking and Loading Spaces.

(T) ~~The limit of the Limit~~ of one-hundred-year floodplain, as defined in Section 22-23-14(a)(5).

(U) ~~The location Location~~ of any wetlands in compliance with applicable federal, state, and local definition of wetlands.

(V) The location and dimensions of proposed recreation or open space, and required amenities and improvements, including details of disposition, in accordance with any open space or recreation plan adopted by the County.

(W) Any necessary notes required by the Director of Planning to explain the purpose of specific items on the plan.

~~(X) Cul de sacs may not be construed or employed as a parking area. All suitable easements for future public water and sewer facilities necessary to serve the property shall be indicated on the plan.~~

(Y) All new electrical, telephone, cable television, fiber optic, and other utility lines on the site *which* shall be installed underground.

~~(Z) To the greatest extent possible, parking areas shall not be located between the adjacent public right of way and the principal structure on the site unless topographic features or vegetation provide effective screening.~~

(4) In the B-1 and B-C zoning districts, a variation to the setback regulations may be granted by the Planning Commission for projects in a community planning area that meet new urban/neo-traditional planning principles, and further the objectives and goals set forth in the comprehensive plan.

Primary considerations for such requests include:

- o location of proposed development;
- o size, scale, character, orientation of proposed development;
- o adequacy of ROW for future transportation system (evaluate with input from VDOT)
- o appropriateness of the proposed setback with surrounding development (proposed and/or existing);
- o compatibility with the goals and objectives of the comprehensive plan (applicant should enumerate as many as possible); *and*
- o compatibility with new urban/neo-traditional principles (applicant should enumerate as many as possible)

~~(A)~~(5) Site planning shall consider the future development of adjacent parcels as recommended by the Fluvanna County Comprehensive Plan or other approved local plan and as may be indicated by any filed site plan, whether approved or under review. The site plan shall provide for safe and convenient vehicular and pedestrian circulation between sites to be occupied by complementary uses.

~~(B)~~(6) In the B-1, B-C, I-1, and I-2 zoning districts, sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private.

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

- a) 1). The Virginia Department of Transportation prohibits the construction of sidewalks;
- b) 2). 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;
- e) 3). The application of the ~~before-mentioned~~ *aforementioned* requirements would not further the goals of the Comprehensive Plan or otherwise serve the greater public's health, safety, and welfare.

(B) The applicant *for a variation to the sidewalk regulations* 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~~ *aforementioned* circumstances may apply to the property.

(C) 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 ~~he~~ *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.

(D) 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. 5-4-11)

Sec. 22-23-7. Additional improvements and standards for major site plans.

The following improvements and minimum standards, as applicable, shall be required and provided for in a major site plan:

- (A) All streets and highway construction standards and geometric design standards shall be in accordance with those specified by Fluvanna County and the Virginia Department of Transportation.
- (B) The pavement of vehicular travel lanes, driveways, or alleys *shall be* designed to permit vehicular travel on the site and to and from adjacent property and parking areas.
- (C) All parking and other vehicular areas shall be so designed as to provide safe and convenient access by all vehicles which can reasonably be anticipated to use the site, including delivery and service vehicles as well as customer and employee vehicles.

(D) Safe and convenient pedestrian and bicycle access to, from, and within the site shall be provided.

(1) In the B-1, B-C, I-1, and I-2 zoning districts, sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private. A variation to the sidewalk regulation may be granted per Section ~~22-23-6(BB)~~: 22-23-6(6).

(E) Widening or extension of the nearest abutting developed street shall be provided as required by Fluvanna County and the Virginia Department of Transportation. Where the proposed development does not abut a developed public street, a plan of access shall be submitted for approval in conjunction with the site plan.

(F) Traffic control devices, signs, and pavement markings shall be required. Electric traffic control devices shall be provided by the developer where the anticipated traffic volumes from the proposed development exceeds the thresholds established by the Virginia Department of Transportation.

(G) All drainage structures and facilities shall be adequate to provide efficient and complete drainage of surface waters from the site into adequate channels. They shall comply with the standards and applicable provisions of the Virginia Erosion and Sedimentation Control Handbook of the Virginia Department of Environmental Quality, the Drainage Manual of the Virginia Department of Transportation, and the regulations of the Virginia Department of Environmental Quality.

(H) All public water supply and sewerage systems shall comply with the provisions hereof, *and obtain with*—all applicable approvals *and permits from* ~~of~~—Fluvanna County and the relevant Virginia Boards and Departments. ~~Department of Health.~~

(I) Provisions *shall be made* for the adequate disposition of surface water in accordance with design criteria and construction standards of the Fluvanna County, indicating location, sizes, types and grades of ditches, catch basins, and pipes; and connection to existing drainage systems.

(J) Provisions and schedules *shall be made* for approval of adequate control of erosion and sedimentation, in accordance with the Fluvanna County Erosion and Sedimentation Control program, *found in Chapter 6: Erosion and Sedimentation Control of this Code.*

(Ord. 5-4-11)

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Article 24. Landscaping and Tree Protection
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Sec. 22-24-3. Landscape Plan Contents.

~~A.~~ The Landscape *plan Plan* shall include the following elements:

1. (A) ~~The existing~~ Existing and proposed contours at intervals of five (5) feet or less;—
2. (B) ~~All property~~ Property boundary lines;—
3. (C) ~~The limits~~ Limits-of grading and clearing;—
4. (D) ~~The tree~~ Tree-protection zone(s) as applicable *and any and all information required for tree protection as indicated in Sections 22-24-8.1-3 of this Article*;—
5. (E) All proposed improvements;—
6. (F) ~~The existing~~ Existing and proposed underground and overhead utilities, including heights and/or depths;—
7. (G) ~~All rights of way~~ Rights-of-way and easements;—
8. (H) *An adequate, clearly identified, exterior water source; and*
 - (I) *All planting details including:*
 9. 1). ~~The botanical~~ Botanical—and common name, size, spacing, and location of all trees, shrubs, and ground cover, and the location and extent of planting beds in which they are to be planted, if any;—
 10. 2). ~~All plants~~ Plants—shall be labeled on the plan by direct call-out method or by symbols keyed to a plant list;—
 11. 3). A planting symbol *shall be provided* to illustrate the natural canopy/cover of trees and the extent of growth of shrubs at maturity;—
 12. 4). A plant list or matrix *shall be provided* showing the botanical name, common name, quantity, size, spacing, handling method, and general instruction, if any, specific to each plant;—
 13. 5). General details *shall be provided* illustrating the method of installation of plants, seeding, and sodding, including but not necessarily limited to size of plant pit, method of placement, backfill material, method of support, preparation of beds, mulch, etc. ;—
 14. 6). Special details *shall be provided* illustrating special conditions such as supplemental plant pit drainage, pruning for special effects, or other conditions requiring illustrated instructions;—
 15. 7). General notes *shall be provided* specifying the care and maintenance of plants for a period of three years following planting and the replacement of any dead, dying, or diseased vegetation required to be installed by this chapter for the life of the project.

- 16. ~~Any and all information required for tree protection as indicated in Section B of this article.~~
- 17. ~~Provide and identify adequate exterior water source. (Ord. 8-1-12)~~

Sec. 22-24-4. Minimum Standards.

(A) The following shall be the minimum size of plant materials at installation:

- (1) Large shade trees 1.5” caliper
- (2) Medium shade trees 1.25” caliper
- (3) Ornamental trees 1.25” caliper
- (4) Evergreen trees 5’ in height
- (5) Shrubs 18” in height
- (6) Ground cover 1 year plants

(B) All required landscaping shall be planted according to the following standards:

- (1) All trees to be planted shall meet the *American Standard for nursery stock published by the American Nursery and Landscape Association.* ~~specifications of the American Landscape Association.~~
- (2) The planting of trees shall be done in accordance with either the standardized landscape specifications jointly adopted by the *Virginia Nursery and Landscape Association and the Virginia Society of Landscape Designers, or Nurserymen’s Association, the Virginia Chapter of Landscape Designers, and the Virginia Chapter of the American Society of Landscape Architects,* or the Road and Bridge Specifications of the Virginia Department of Transportation.
- (3) All required landscaping shall be planted between September 15 and June 30, provided that the ground is not frozen.

(C) Wheel stops, curbing, or other barriers shall be provided to prevent damage to landscaping by vehicles.

(D) Where necessary, trees shall be welled or otherwise protected against change in grade. Such protection measures shall be sited to minimize disturbance within the drip line of trees designated for protection on the landscape plan.

(E) All pervious areas of the site shall be permanently protected from soil erosion with grass, ground cover, or mulch material. (Ord. 8-1-12)

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Article 25. Outdoor Light Control¹²

¹² Renamed by Editor from “Sec. 22-25. Outdoor Light Control Article”.

Sec. 22-25-4. General Terms.

- (A) Outdoor Light Fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps or other devices, permanent or portable, used for illumination, direction or advertisement. Such devices shall include, but are not limited to search, spot, or flood lights for:
- (1) Buildings and structures, including canopies and overhangs
 - (2) Parking lot lighting
 - (3) Landscape lighting
 - (4) Signs
 - (5) Display and service areas
- (B) Installed shall mean the initial installation of outdoor light fixtures defined herein, following the effective date of this article, but shall not apply to those outdoor light fixtures installed prior to such date.
- (C) Shielded, Fully shall mean fixtures that are shielded in such a manner that light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below a horizontal plane running through the lowest point on the fixture where light is emitted. This means that a fully shielded fixture is one used in such a way that it allows no direct or internally reflected light to shine above the light fixture or beyond the property line. The terms 'source shield' and 'full cutoffs' shall mean fully shielded.
- (D) Footcandle *shall mean a* ~~A~~ quantitative unit of measure referring to the measurement of illumination incident at a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.
- (E) Full Cutoff Angle *shall mean the* ~~the~~ angle formed by a line drawn from the light source and a line perpendicular to the ground from the light source, beyond which no light is emitted. ~~Refer to example graphics. (Refer to Figure 2)~~
- (F) Initial Lumens *shall mean the* ~~The~~ lumens emitted from a lamp, as specified by the manufacturer of the lamp.
- (G) Lamp *shall mean the* ~~The~~ component of a luminaire that produces and directs light. A lamp is also commonly referred to as a bulb.
- (H) Lumen *shall mean a* ~~A~~ standard unit of measurement referring to the amount of light energy emitted by a light source, without regard to the effectiveness of its distribution.

- (I) Luminaire *shall mean* —A complete lighting unit consisting of a lamp or lamps together with the components designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. A luminaire is also commonly referred to as a fixture.
- (J) Outdoor Luminaire *shall mean a* —A luminaire that is permanently installed outdoors including, but not limited to, devices used to illuminate any site, structure, or sign.
- (K) Photometric Plan *shall mean a* —A point-by-point plan depicting the intensity and location of lighting on the property and spillover on to adjacent properties or rights of way.

.....

Sec. 22-25-6. General Requirements for All Zoning Districts.

- ~~A.~~ (A) Public or Private Recreational Facilities: Lighting for the parking areas for these facilities shall meet the requirements identified in the following Applications section.
- ~~B.~~ (B) Outdoor Illumination of Building, Landscaping and Signs. The unshielded outdoor illumination of any building or landscaping is prohibited. Lighting fixtures used to illuminate an outdoor sign shall either be mounted on the ground sign or mounted on the top of the sign, and shall comply with shielding requirements.
- ~~C.~~ (C) All outdoor lighting fixtures shall be turned off after the close of business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary.
- ~~D.~~ (D) Gasoline Station/Convenience Store Aprons and Canopies.
 - (1) The ~~Lighting~~ lighting fixture bulbs shall be recessed into a canopy ceiling so that the bottom of the fixture is flush with the ceiling and light is restrained to no more than 85 degrees from vertical. ~~as shown in Figure 1.~~
 - (2) As an alternative to recessed ceiling lights, indirect lighting may be used where the light is directed upward and then reflected down from the underside of the canopy. In this case, light fixtures shall be shielded so that direct illumination is focused exclusively on the underside of the canopy and the canopy designed is such a way as to prevent light from being directly reflected beyond the property line.
 - (3) Lights shall not be mounted on the top or sides (fascia) of the canopy, and the sides of the canopy shall not be illuminated.
 - (4) The lighting for new facilities (pump islands and under canopies) shall have a minimum of 1.0 footcandle at grade, and the average horizontal illumination cannot exceed 10 footcandles at grade level, subject to a uniformity ratio (ratio of average to minimum illuminance) no greater than 4:1. The standards herein are based on the Illuminating

Engineering Society of North America (IESNA) RP-33, Lighting for Exterior Environments.

(5) *Spillover light, vertical or horizontal, from parking area luminaires onto public roads and property in residential or agricultural zoning districts shall not exceed one-half (1/2) footcandle at the property line.*

(6) *The lighting of roofs or portions thereof is prohibited.*

5- (E) All Parking Lots, Loading and Display Areas. This lighting requirement applies to multi-family, educational, institutional, public, commercial business and retail, ~~wholesale~~ wholesaling, and limited and general industrial use categories identified within the Zoning Ordinance.

a- 1) Lighting for all parking, display and loading areas shall not exceed an average horizontal illumination level of 2.5 footcandles. All lighting fixtures serving these areas shall be cut-off fixtures as defined by the Illuminating Engineering Society of North America (IESNA);

b- 2) Maximum Mounting Height*

Residential: 15 feet

Non-Residential: 20 feet

* Height is measured from the ground surface to the bottom of the lighting fixture.

6- (F) *Spillover light, vertical or horizontal, from parking area luminaires onto public roads and property in residential or agricultural zoning districts shall not exceed one-half (1/2) footcandle at the property line.*

7- (G) *The lighting of roofs or portions thereof is prohibited.*

.....
Article 26. Off-Street Parking and Loading Spaces
.....

Sec. 22-26-4. Parking space standards.

(A) Parking Dimensional Standards

(1) Parking spaces and adjacent aisles shall conform to the dimensions listed in Table 1:
----table omitted ----

(2) The minimum stall depth requirements for perpendicular parking spaces may be reduced by up to two feet (2'), if the parking spaces are adjacent to planting strips or other landscaping features that allow for an unobstructed overhang equivalent to the reduction.

(3) Parking areas containing thirty (30) or more spaces may designate up to twenty percent (20%) of the minimum required parking spaces as compact car spaces. Such spaces shall meet the following requirements:

- (a) All compact parking spaces shall conform to the dimensions listed in Table 1.
- (b) Compact car parking spaces shall be located in one (1) or more continuous areas and shall not be intermixed with spaces designed for full-size vehicles.
- (c) Compact car parking spaces shall be clearly designated by pavement markings and/or appropriate signage.

(4) Vehicular access roads, when not adjacent to parking spaces, shall meet the following requirements:

- (a) The minimum travelway width for two-way access roads shall be twenty-four feet (24').
- (b) One-way access roads are permitted, provided that the circulation pattern is contained within the site or sites shown on the site plan and public roadways are not incorporated as part of the circulation pattern. The minimum travelway for one-way access roads shall be twelve feet (12').

(B) Handicapped Parking

- 1. Handicapped parking spaces shall have a minimum width of eight (8) feet, with an adjacent five- (5) foot access aisle to be provided on one side of the handicapped space.
- 2. Handicapped parking spaces shall have a minimum length of 18'.
- 3. In any parking lot of more than five (5) spaces, there shall be at least two (2) designated and properly signed as a handicapped space.
- 4. In parking lots having more than five (5) spaces, at least one (1) per *twenty-five* (25) spaces *shall be handicapped spaces* in addition to the two handicapped spaces already provided in 22-26-4(B)3. ~~22-26-4(b)3.~~
- 5. Handicapped parking spaces shall be situated so as to provide direct, unobstructed access to buildings by the shortest practical routing.

.....
Article 27. Regulation of Telecommunications Facilities

Sec. 22-27-2. Existing telecommunications antenna support facilities.

Telecommunications antenna support facilities (TASFs) existing or permitted prior to the adoption of this Article shall be subject to the provisions of Article 16: *Nonconforming Uses* of this ordinance. (Ord. 9-21-11)

.....

Sec. 22-27-6. Definitions.

For purposes of this Article 27, the following terms shall be defined as follows:

ABANDONED: Any antenna support facility without any mounted transmitting and/or receiving antennas in continued use.

.....

ASR: The Antenna *Structure Registration Number* ~~Facility Registration Number~~ as required by the FAA and FCC.

.....

~~LEAST~~ *LEAST VISUALLY OBTRUSIVE PROFILE*: The design of a telecommunication antenna support facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

.....

TELECOMMUNICATION ANTENNA SUPPORT FACILITY (hereinafter "TASF"): Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other telecommunications, and usually *consisting* ~~consistent~~ of an antenna support facility (see definition), feed lines, base station(s), and antenna(s) and antenna array(s). The following are included in the telecommunication antenna support facility: new, mitigated, replacement, and/or existing concealed and non-concealed antenna support facilities, public antenna support facilities, colocations, antenna attachments, broadcast, and wireless broadband facilities.

.....

Sec. 22-27-9.9. Wireless broadband facility.

(1) A *wireless broadband facility* ~~Wireless Broadband Facility~~ may be colocated in accordance with the provisions of *Secs. 22-27-9.5 and 22-27-10.2, as applicable*; ~~Sec. 22-37-13.8~~; and

(2) A *wireless broadband facility* ~~Wireless Broadband Facility~~ proposed for a new physical site shall comply with the provisions of Sec. 22-27-8. herein above.

(Ord. 9-21-11)

.....

Sec. 22-27-10.2. Additional submittal requirements for attached antenna (concealed and non-concealed); colocations; colocation modifications; antenna replacements of different size, weight or frequency, and antenna combining.

Additional requirements for applications for attached antenna, both concealed and non-concealed; colocations; colocation modifications; antenna replacements of a different size, weight or frequency, and antenna combining shall include all of the following:

(1) A written statement setting forth the reasons for the request.

- (2) A description of the proposed request, including any proposed modifications to antenna element design, type and number including manufacturer's model number of the existing and proposed antenna elements; as well as changes in the number and/or size of any feed lines, from the base of the equipment cabinet to such antenna elements.
- (3) A stamped or sealed structural analysis of the proposed antenna support facility prepared by a registered professional engineer licensed by the State of Virginia indicating the proposed and future loading capacity of the antenna support facility is compliant with EIA/TIA-222-G (as amended).
- (4) A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards relating to interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards relating to human exposure to RF energy.
- (5) A stamped or sealed structural analysis of the existing facility prepared by a registered professional engineer licensed by the State of Virginia indicating that the existing TASF as well as all existing and proposed appurtenances meets Virginia Building Code requirements (including wind and ice loading) for the antenna support facility.
(Ord. 9-21-11)

Sec. 22-27-10.3. Additional submittal requirements for all freestanding telecommunication and broadcast antenna support facilities.

Additional requirements for applications for freestanding telecommunications and broadcast antenna support facilities shall include all of the following:

- (1) One (1) original and two (2) copies of a survey of the property completed by a registered professional engineer, licensed in the State of Virginia showing all existing uses, facilities, and improvements.
- (2) Site development plan regulations as set forth in Article 23 of this ordinance.
- (3) Proof that a property and/or antenna support facility owner's agent has appropriate authorization to act upon the owner's behalf (if applicable). A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards regarding interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards regarding human exposure to RF energy.
- (4) A stamped or sealed structural analysis of the proposed antenna support facility prepared by a registered professional engineer licensed by the State of Virginia indicating the proposed and

future loading capacity of the antenna support facility is compliant with EIA/TIA-222-G (as amended).

- (5) A written statement by a registered professional engineer licensed by the State of Virginia specifying the design structural failure modes of the proposed facility, if applicable.
- (6) A pre-application conference will be required for any new broadcast facility.
- (7) Title report or American Land Title Association (A.L.T.A.) survey showing all easements on the subject property, together with a full legal description of the property.
- (8) Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations, Part 77, and “Objects Affecting Navigable Airspace,” if applicable.
(Ord. 9-21-11)

Sec. 22-27-10.3.A. Additional submittal requirements for non-broadcast TASFs.

Additional requirements for applications for non-broadcast TASFs shall include all of the following:

- (1) Technical data included in the report shall include certification by a registered professional engineer licensed in the State of Virginia or other qualified professional, which qualifications shall be included, regarding service gaps or service expansions that are addressed by the proposed TASF, and accompanying maps and calculations demonstrating the need for the proposed TASF.
- (2) A map showing the geographic search ring.
- (3) The applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed TASF and equipment on all adjacent residential zoning districts.
- (4) Materials detailing the locations of existing TASFs to which the proposed TASF will be a handoff candidate; including latitude, longitude, and power levels of the proposed and existing antenna is required.
- (5) A radio frequency propagation plot indicating the coverage of existing TASFs, coverage prediction, and design radius, together with a certification from the applicant’s radio frequency (RF) engineer that the proposed facility’s coverage or capacity potential cannot be achieved by any higher ranked alternative such as a concealed facility, attached facility, replacement facility, colocation, or new TASF. NOTE: These documents are required to justify a facility and to determine if the proposed location is the only or best one in the designated geographic area of the proposed facility.
- (6) A stamped or sealed certification from a registered radio frequency engineer demonstrating compliance with **Section 22-27-7** (Siting ~~alternatives—~~hierarchy). If a lower ranking

alternative is proposed the certification must address why higher ranked options are not technically feasible, practical or justified given the location of the proposed telecommunications facility.

(Ord. 9-21-11)

Sec. 22-27-10.3.B. Additional submittal requirement for broadcast antenna support facilities.

For applications for broadcast antenna support facilities, the technical ~~Technical~~ data included in the report shall include the purpose of the proposed facility as described in the FCC Construction Permit Application. (Ord. 9-21-11)

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Sec. 22-27-11.1. “By right” application.

The review of any and all “by right” applications shall be as follows:

- (1) The zoning administrator or designee shall review the request, application, and submitted documents for compliance with all requirements of this Article. The County may, at its discretion, obtain additional technical assistance to review and assess the technical merits of the documents.
- (2) If the zoning administrator or designee determines the application and documentation meets all of the requirements of this Article, the County shall approve the application package and the applicant may proceed to request a building permit.
- (3) If the zoning administrator or designee determines the application and/or documentation fails to meet all the requirements of the Article, then the County shall provide written notification to the applicant as to the materials which need to be amended or supplied for review. The applicant shall provide to the County any requested materials for review. This process shall continue until the County has approved the application package, at which time the applicant may proceed to request a building permit.
- (4) If the zoning administrator or designee determines the application and documentation fails to meet the intent of this Article, the County may deny the request in writing.
- (5) Appeals from a decision made by the zoning administrator shall be to the Board of Zoning Appeals.

(Ord. 9-21-11)

2015 Fluvanna County Code Update – Clerical Updates to Chapter 22 Zoning.

Review by Planning Commission.

*Note: FN = Footnote, “Code Reference” is to Virginia Code, “→” means “becomes” or “change to”.

	Public Purpose: Amend and Re-enact the Code to conform to enabling state and federal legislation.
	Chapter 22: Zoning Clerical Updates
Fluvanna Code §§	Update
Sec. 22-2.1.	The list of districts appears to be missing the Planned Unit Development District (PUD). Add to list: Agricultural, General, A-1... Mobile Home Park, MHP. <i>Planned Unit Development, PUD.</i>
Sec. 22-4-6.	Add FN: <i>As to state law granting localities the authority to regulate off-street parking, see Code of Va., § 15.2-2279.</i>
Sec. 22-4-9.1.	Reformat these definitions to reflect the formatting of other definition sections.
Sec. 22-4-9.2.	This section addresses mandatory setbacks for intensive livestock uses. Amend (1) as follows to clarify: (1) Except as otherwise provided in this section, each intensive livestock, dairy or poultry structure shall be set back 300 feet from <i>any</i> property line.
Sec. 22-4-9.4.	Nutrient Management regulations are propagated by the Virginia Soil and Water Conservation Board. Amend section to reflect: After the effective date of this section, no intensive livestock, dairy or poultry facility for which the Commonwealth of Virginia requires a nutrient management plan shall commence operation until such plan has been approved by the Virginia Department of Conservation and Recreation, or by the Virginia Cooperative Extension Service, or by <i>a person certified by the Virginia Soil and Water Conservation Board or the Commonwealth as a nutrient management planner, in accordance with 4VAC50-85-10 et seq, “Nutrient Management Training and Certification Regulations.”</i>
Sec. 22-7-4.	Amend structure and clarify wording: (a) The location of the open areas which shall comprise not less than twenty-five (25) percent of the whole... The open areas of the tract shall be delineated due to their noteworthy features and value to the continued rural character of the county including... (b) <i>The preliminary Master Plan shall contain the following information:</i> (a) The plan shall also indicate The general location of the various types of land uses, including...; (b) (c) <i>The areas designated for residential development...;</i>

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	<p>(c) (d) <i>The areas designated for commercial and/or institutional development...;</i> (d) (e) <i>The street layout, with indication of which streets are to be dedicated...;</i> (e) (f) <i>The pedestrian and bicycle facilities...;</i> (f) (g) <i>The orientation of the preliminary master plan to the surrounding community;</i> (g) (h) <i>The general location of all public and private roads shall be indicated on the plan;</i> (h) (i) <i>The Adequate provisions for general sewer, storm drainage, and water supply, which shall be adequate for the full proposed development shall be shown on the plan;</i> (i) <i>The preliminary Master Plan shall also demonstrate its compliance with the county’s Comprehensive Plan.</i></p>
<p>Sec. 22-7-5.</p>	<p>Amend structure and clarify wording. Note that current (a) requires (“shall...approve”) the Planning Commission to approve any changes to the preliminary master plan. Amended (a)3. allows the PC to approve, if appropriate.</p> <p>(a) Requirements for Submittal <i>Submitting the final Master Plan:</i></p> <ul style="list-style-type: none"> a. 1. <i>1. The applicant shall submit five Five (5) copies of the final Master Plan to the Planning Director. The final plan shall have been be prepared by a ...</i> b. 2. <i>2. The final Final Master Plan shall be consisted with the preliminary Master Plan as approved. The applicant may vary from the approved preliminary Master Plan to any degree if it does not vary the basic concept or character of the development.</i> c. 3. <i>3. And departure from the approved preliminary Master Plan must shall be approved by the Planning Commission.</i> <p>(b) <i>The Final Master Plan must contain Requirements:</i></p> <ul style="list-style-type: none"> a. 1. <i>1. All the preliminary Preliminary Master Plan Information;</i> b. 2. <i>2. The location of the existing and proposed property lines;</i> c. 3. <i>3. The plans Plans and specifications Specifications for roads, pedestrian facilities...;</i> d. 4. <i>4. Any and all proposed Homeowners Association documents for review and approval by the County Attorney approval; if any roads, open space...;</i> e. 5. <i>5. A final Final plat meeting the requirements of Chapter 19: Subdivisions of the county code;</i> f. 6. <i>6. A Site Development Plan for any commercial, institutional or multi-family development meeting the requirements of Chapter 22-23: Site Development Plans of the county code;</i> g. 7. <i>7. A performance Performance bond for improvements as provided in Chapter 19: Subdivisions of this code;</i> h. 8. <i>8. The applicant shall furnish with a Final Plan a A proposed deed of easement including restrictions safeguarding the permanent use of open areas and preventing encroachment thereupon and any deeds for any land dedicated to the</i>

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	<p>county as part of the Master Plan for <i>review and</i> approval by the County Attorney; After When the Final Plan and deed of dedication shall have been approved by both the Planning Director and the County Attorney as being in conformity with this chapter and the preliminary Preliminary Master Plan, the Final Plan shall be...</p>
Sec. 22-7-12.	<p>This section describes Recreation requirements for master planned communities. Appears to be a typo in Group A:</p> <p>Group A permits bicycling... open play area (minimum ½ area acre).</p> <p>In addition, options for <14 residential units and 15-60 residential units. Need to include exactly 14 residential units: ≤14 residential units.</p>
Sec. 22-9-2.	<p>This Section applies to Business, General, District B-1. Unlike most other Articles, this Article does not provide Use Regulations. Add Use Regulations for consistency.</p> <p>Sec. 22-9-2. Use Regulations. <i>In Business, General, District B-1, structures to be erected or land to be used shall be for one or more of the following uses, together with ordinary and necessary accessory uses, and no others.</i></p>
Sec. 22-9-3.	<p>Add Article name for clarity: All buildings, structures and uses in the B-1 District shall be subject to the provisions of Article 23: <i>Site Development Plans of this Code.</i></p>
Sec. 22-10-5.	<p>Add Article name for clarity: All buildings, structures and uses in the BC-B-C District shall be subject to the provisions of Article 23: <i>Site Development Plans.</i></p>
Sec. 22-11-2.	<p>Add Use Regulations to this Article for consistency with the rest of the Zoning chapter:</p> <p>Sec. 22-11-2. Use Regulations. <i>In Industrial, Limited, District I-1, structures to be erected or land to be used shall be for one or more of the following uses, together with ordinary and necessary accessory uses, and no others.</i></p>
Sec. 22-12-9.	<p>Correct internal reference: Off-street parking shall conform with Article 26 17 of this chapter.</p>
Article 13	<p>This Article covers “Mobile Home Park, District MHP”. The current and more inclusive term is “manufactured homes” as in state law and our updated floodplain ordinance.</p> <p>Amend section title “<i>Manufactured Mobile</i> Home Park, District MHP”</p>

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	Amend references in this Article to “mobile homes” to “ <i>manufactured homes</i> ”.
Sec. 22-13-6.	Update to reflect current regulations: (l) Manufactured mobile home standards. Every manufactured mobile home occupied as a dwelling unit in Fluvanna County shall meet the minimum standards of the <i>Virginia Manufactured Home Safety Regulations and shall have been manufactured under the authority of the National Manufactured Home Construction and Safety Standards Act</i> Virginia Industrialized Building Unit and Mobile Home Safety Regulations , as the same shall be in effect from time to time.
Sec. 22-13-7.	Add Article name for clarity: Each manufactured mobile home park shall be subject to the provisions of Article 23: <i>Site Development Plans</i> of this chapter.
Sec. 22-14-8.	PUD District Density Regulations chart, amend title: Minimum & Maximum Density Dwelling Units par per acre for Residential – Floor Area Ration Ratio for Commercial
Sec. 22-14-8.3.	Change “+15%” to “>15%” in table to clarify.
Sec. 22-15-4.	(2)Maintenance and Removal (a) All signs shall be constructed in compliance with the International Building Code <i>Uniform Statewide Building Code</i> , as adopted by the Virginia State Code.
Sec. 22-17-1(b).	Clarify who issues additional requirements: (b) Each application for a zoning permit shall be accompanied by a site plan which complies with the provisions of Article 23: <i>Site Development Plans</i> of this chapter. In the case of any building...which is exempt from the provisions of Article 23, a sketch plan shall be submitted. Each such sketch shall show the size and shape of the parcel of land...and by all applicable deed restrictions known to the applicant. <i>The sketch plan shall also include any</i> Any other information which the administrator may deem necessary for construction may be required...
Sec. 22-17-6.	Clarify meaning of section: Whenever there shall be plans in existence <i>for</i> a project in the Secondary or Primary Six Year Plan that has been approved by the Virginia Department of Transportation and the governing body for the widening of any street or highway, the administrator may require...
Sec. 22-17-9.	Add FN: as to state law regarding conditional rezoning, see Code of Va., § 15.2-2296 et seq.
Sec. 22-17-15.	Correct reference from “mobile home” to “<i>manufactured home</i>”
Sec. 22-17-6.	Amend to reflect that internal reference in (3)(d) was repealed:

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	<p>(d) Any buildings or structures over <i>twelve</i> (12) feet in height, other than public utility structures subject to the provisions of Section 22-17-14 of this chapter, shall be located a minimum of 300 feet distant from adjoining property lines or edge of road rights-of-way;</p> <p>Omit commas to clarify:</p> <p>(1) In addition to obtaining zoning approval from Fluvanna County, the proposed power plant also will obtain, and maintain valid permits as required by all other regulatory bodies of the state and federal governments.</p>
Sec. 22-17-18.	<p>ADD THIS SECTION TO THE TITLE PAGE. <i>Sec. 22-17-18. Necessary subordinate uses.</i></p>
Sec. 22-18-1.	Add FN: As to state law authorizing the formation of the county’s board of zoning appeals, see Code of Va., § 15.2-2308.
Sec. 22-18-2.	Add FN: As to state law regarding powers of the board of zoning appeals see, Code of Va., § 15.2-2309.
Sec. 22-18-4.	Add FN: as to state law regarding appeals to the board of zoning appeals, see Code of Va., § 15.2-2311.
Sec. 22-18-6.	Add FN: as to state law regarding timing of public hearing and powers of the board of zoning appeals, see Code of Va., § 15.2-2312.
Sec. 22-21-3(c)	Add FN to (c): as to state law provisions regarding district boundary lines, see Code of Va., § 15.2-2309(4).
Art. 22	Omit repealed code reference: CENTRAL SEWERAGE SYSTEM: ...by the board of supervisors pursuant to Title 15.1, Chapter 9, Article 9 of the Code of Virginia in accordance with Virginia Waste Management Act.
	CENTRAL WATER SUPPLY: ...by the board of supervisors pursuant to Title 15.1, Chapter 9, Article 7 of the Code of Virginia in accordance with the Virginia State Water Control Board regulations.
	Add Code reference: INOPERABLE MOTOR VEHICLE:... nor a valid inspection detail, <i>as provided in the Code of Virginia, Section 15.2-904.</i>
	Add Article name for clarity: PARKING BAY: ...as specified in Article 22 26: Off-Street Parking and Loading Spaces of this chapter.
	Clarify definition: WOODSTORAGE, TEMPORARY: A lot utilized for the temporary (30, 60, or 90 days) storage/loading of...
Sec. 22-23-6.	<p>Sec. 22-23-6. Site plan content needs to be clarified and made consistent by changing formatting and adding numbering:</p> <ol style="list-style-type: none"> 1. The site plan, or any portion thereof, involving engineering, urban planning, landscape architecture, architecture, or land surveying, shall be prepared by a qualified person.

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2. Final site plans submitted for approval shall be certified by an architect...
3. ~~The~~ *All* minor major site plans shall include:
 - A. The proposed title...
 - B. A signature pane...
 - C. A North arrow...
 - D. A vicinity map...
 - E. ~~The existing Existing~~ zoning and zoning district boundaries on the property in the development...; ~~all All~~ special zoning requirements...; ~~the proposed Proposed~~ changes in zoning, if any.
 - F. ...
 - G. ...
 - H. ~~The features Features~~...
 - I. ~~The building Building~~ setback lines..and type of dwelling units where applicable; ~~and preliminary Preliminary~~ plans and elevations for...
 - J. ~~The type Type~~, location, height...
 - K. ~~The site Site~~ coverage, showing percentage...
 - L. ~~All existing Existing~~ and proposed topography...
 - M. ...
 - N. ...
 - O. The location of all existing and porposed off-street parking and parking bays, loading spaces, and pedestrian walkways, indicating types of surfacing, dimensions of stalls, width of aisles and a specific schedule showing the number of parking spaces. See Article 22-26 Off-Street ~~street~~ Parking and Loading Spaces Requirements of this Ordinance. *To the greatest extent possible, parking areas shall not be located between the adjacent public right-of-way and the principal parking structure on the site unless topographic features or vegetation provide effective screening. Cul-de-sacs may not be construed or employed as a parking area.*
 - P. ...
 - Q. ...
 - R. ...See Article 22-15 Sign Regulations ~~Signs~~ of this Ordinance.
 - S. All paving...surfaces, *which* shall be of a design and quality ... as required by Article 22-26 Off-Street Parking and Loading Spaces.
 - T. ~~The limit Limit~~ of the one-hundred-year floodplain, as defined in Section ~~22-23-14(a)(5)~~ 22-17-8A of this Ordinance.

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	<p>U. The location Location of any...</p> <p>V. ...</p> <p>W. ...</p> <p>X. Cul de sacs may not be construed or employed as a parking area. All suitable Suitable easements for future public water and sewer facilities necessary to serve the property shall be indicated on the plan.</p> <p>Y. All new electrical...and other utility lines on the site, <i>which</i> shall be installed underground.</p> <p>Z. To the greatest extent possible, parking areas shall not be located between the adjacent public right-of-way and the principal structure on the site unless topographic features or vegetation provide effective screening.</p> <p>1.4. In the B-1 and B-C zoning districts...</p> <p>AA. 5. Site planning shall consider the future development...</p> <p>BB. 6. In the B-1, B-C, I-1, and I-2 zoning districts, sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private.</p> <p>A. A variation to the sidewalk regulations may be granted by the Planning Commission for projects where:</p> <p style="padding-left: 20px;">(a) The Virginia Department of Transportation...</p> <p style="padding-left: 20px;">(b) ...</p> <p style="padding-left: 20px;">(c) The application of the before mentioned <i>aforementioned</i> requirements...</p> <p>B. The applicant <i>for a variation to the sidewalk regulations</i> shall file a written request... and how the before mentioned <i>aforementioned</i> circumstances...</p> <p>C. The Planning Commission shall act...The Planning Commission may grant the variation if he <i>it</i> determines that one or more...</p> <p>D. The denial of a variation, or the approval...</p>
<p>Sec. 22-24-3.</p>	<p>Standardize listing of required items for clarity:</p> <p>A. The Landscape Plan <i>plan</i> shall include the following elements:</p> <p>1. (A) The existing Existing and proposed contours...;</p> <p>2. (B) All Property <i>property</i> boundary lines;-</p> <p>3. (C) The limits Limits of grading and clearing;-</p> <p>4. (D) The tree Tree protection zone(s), as applicable <i>and any and all information required for tree protection as indicated in Sections 22-24-8.1—3 of this Article;-</i></p> <p>5. (E) All proposed improvements;-</p> <p>6. (F) The existing Existing and proposed...;</p>

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	<p>7.-(G) All rights-of-way Rights-of-way and easements;- 8.-(H) An adequate, clearly identified, exterior water source; and (I) All planting details including: 1. The botanical Botanical and common name, size, spacing, and location of all trees, shrubs, and ground cover, and the location and extent of planting beds in which they are to be planted, if any;- 9.-2. All plants Plants shall be labeled...; 10.- 3. A planting symbol <i>shall be provided</i> to illustrate the...; 11.- 4. A planting list or matrix <i>shall be provided</i> showing...; 12.- 5. General details <i>shall be provided</i> illustrating the...; 13.- 6. Special details <i>shall be provided</i> illustrating the..; 14.- 7. General notes <i>shall be provided</i> specifying the...; 15. Any and all information required for tree protection as indicated in Section B of this article. —16. Provide and identify adequate exterior water source.</p>
<p>Sec. 22-24-4.</p>	<p>(A) B. All required landscaping shall be planted according to the following standards: (1) 1. All trees to be planted shall meet the specifications of the American Landscape Association. <i>American Standard for nursery stock published by the American Nursery and Landscape Association.</i> (2) 2.The planting of trees shall be done in accordance with either the standardized landscape specifications jointly adopted by the Virginia Nursery and Landscape Nurserymen’s Association, the Virginia Chapter and the Virginia Society of Landscape Designers, and the Virginia Chapter of the American Society of Landscape Architects, or the Road and Bridge Specifications of the Virginia Department of Transportation.</p>
<p>Sec. 22-26-4.</p>	<p>Amend to clarify: (B) B. Handicapped Parking (1) 1. ... (4) 4. In parking lots having more than five (5) spaces, at least one (1) per <i>twenty-five</i> (25) spaces <i>shall be handicapped spaces</i> in addition to the two handicapped spaces already provided in 22-26-4(b)3 22-26-4(B)3.</p>
<p>Sec. 22-27-2.</p>	<p>Add Article name for clarity: Telecommunications antenna support facilities (TASFs) existing or permitted prior to the adoption of this Article shall be subject to the provisions of Article 16: <i>Nonconforming Uses</i> of this ordinance.</p>
<p>Sec. 22-27-6.</p>	<p>Correct definitions: ASR: The Antenna <i>Structure Registration</i> Facility Registration Number as required by the FAA and FCC.</p>

2015 Fluvanna County Code Update – Clerical Updates to Chapter 22 Zoning.

Review by Planning Commission.

*Note: FN = Footnote, “Code Reference” is to Virginia Code, “→” means “becomes” or “change to”.

	<p>LEASE <i>LEAST</i> VISUALLY OBTRUSIVE PROFILE: ...</p> <p>TELECOMMUNICATION ANTENNA SUPPORT FACILITY (hereinafter “TASF”): Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other telecommunications, and usually consistent <i>consisting</i> of an antenna support facility...</p>
Sec. 22-27-9.9.	<p>Update sections:</p> <p>(1) A wireless broadband facility <i>Wireless Broadband Facility</i> may be collocated in accordance with the provisions of Sec. 22-37-13.8 <i>Secs. 22-27-9.5 and 22-27-10.2., as applicable;</i> and</p>
Sec. 22-27-10.2	<p>Add introductory clause for clarity:</p> <p><i>Additional requirements for applications for attached antenna, both concealed and non-concealed; colocations; colocation modifications; antenna replacements of a different size, weight or frequency, and antenna combining shall include all of the following:</i></p> <p>(1) A written statement...</p>
Sec. 22-27-10.3	<p>Add introductory clause for clarity:</p> <p><i>Additional requirements for applications for freestanding telecommunication and broad cast antenna support facilities shall include all of the following:</i></p> <p>(1) One (1) original and two (2) copies of a survey...</p>
Sec. 22-27-10.3.A.	<p>Add introductory clause for clarity:</p> <p><i>Additional requirements for applications for non-broadcast TASFs shall include all of the following:</i></p> <p>(1) Technical data included in the report shall include...</p> <p>(6) A stamped or sealed certification from a registered radio frequency engineer demonstrating compliance with Section 22-27-7 (Siting alternatives hierarchy)...</p>
Sec. 22-27-10.3.B.	<p>Add introductory clause for clarity:</p> <p><i>For applications for broadcast antenna support facilities, the technical</i> Technical <i>data included in the report shall include...</i></p>
Sec. 22-27-11.1.	<p>Add introductory clause for clarity:</p> <p><i>The review of a “by right” application shall be as follows:</i></p> <p>(1) The zoning administrator or designee...</p>

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	Public Purpose: Amend and Re-enact the Code to conform to enabling state and federal legislation.	
	<u>Chapter 22: Zoning</u> Substantive Amendments	
Fluvanna Code §§	Mandatory Update	Discretionary Update
22-1-2.	Section 15.2-2283 has undergone a few amendments, update: ...This chapter has been designed (1) to provide for adequate light, air, convenience of access, and safety from fire, flood, <i>impounding structure failure, crime</i> and other dangers; (2) to accommodate traffic to reduce or prevent congestion in the public streets (3) to facilitate... (6) to protect against one or more of the following: overcrowding of land, undue density of population in relation to the community facilities existing or available...fire, flood, <i>impounding structure failure, panic</i> or other dangers... and (9) to promote <i>the creation and preservation of affordable housing suitable for meeting the current and future needs of the locality as well as a reasonable proportion of the current and future needs of the planning district within which the county is situated.</i>	
Sec. 22-4-9.1.	Update definitions of livestock to reflect Virginia Code §§ 3.2-5400, 3.2-303, 15.2-4302, 15.2-4402 etc. and include goats and furbearing animals: (1) Livestock includes all domestic or domesticated <i>animals, including but not limited to: cattle, sheep, hogs, goats, horses, poultry, and furbearing animals</i> bovine animals, such as cattle; equine animals such as horses; ovine animals, such as sheep; caprine or hircine animals such as goats; and porcine animals, such as hogs. (2) Intensive livestock, dairy or poultry facility... Livestock: 300 slaughter of feeder cattle Livestock: 750 swine... Livestock: 3,000 sheep, <i>lamb, or goats</i> or lambs ... Poultry: 30,000 laying hens or broilers <i>Livestock: 16,500 Furbearing animals such as rabbits, chinchilla</i>	Consider: adding agritourism definitions and regulations – wineries/vineyards, breweries, etc..
Sec. 22-13-2.	The floodplain ordinance contains specific requirements for manufactured homes, so add reference to Use Regulations:	

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	<p>In <i>Manufactured Mobile-Home Park, District MHP</i>, only one mobile home and its accessory uses and structures shall be permitted on each minimum lot area. Structures to be erected or land to be used shall be for some combination of the following uses.</p> <p><i>Manufactured homes used pursuant to this section, shall comply with the Flood Protection subsection of this Chapter found in Section 22-17-8A et seq.</i></p>	
<p>Article 15</p>	<p>Sign Regulations must be amended to Va. Code §§ 18.2-223, 18.2-224 for “going out of business sales”. Other amendments will be addressed separately. Recommendations follow:</p>	
<p>Sec. 22-15-4.1</p>	<p>Add Section to reflect Va. Code §§ 18.2-223, 18.2-224:</p> <p><i>Sec. 22-15-4.1 “Going out of business” and “Special” sales.¹</i></p> <p><i>(a) All persons must obtain a permit from the county in order to advertise or conduct a sale for the purpose of discontinuing a retail business, or to modify the word “sale” in any advertisement with the words “going out of business” or any other words which tend to insinuate that the retail business is to be discontinued and the merchandise liquidated.</i></p> <p><i>(b) The applicant shall submit an application for a permit to the county administrator, or his designee, which shall include the following:</i></p> <ol style="list-style-type: none"> <i>(1) A statement of the purpose of the sale (i.e. liquidation of assets, terminating retail business);</i> <i>(2) An inventory including the kind and quantity of all goods to be offered for sale during the sale;</i> <i>(3) A copy of any proposed advertisements which may be posted or published in connection with the special sale; and</i> <i>(4) A fee of \$65 for the processing of the permit, which shall not be refunded.</i> <p><i>(c) Upon receipt of the complete application and fee, the county administrator or his designee, shall issue a special sale permit which shall be valid for a maximum of sixty (60) days. An extension of the sale or additional sale shall require an additional permit application and fee as described above. A maximum of one permit beyond the initial sixty (60) day permit may be granted solely for the purpose of liquidating only those goods contained in the initial inventory list which remain unsold.</i></p> <p><i>(d) The permittee shall prominently display the permit number and effective dates of the special sale on any and all advertisements for such sale. The permittee may not advertise along with its special sale any goods not listed in the inventory provided to the county in its application.</i></p> <p><i>(e) The permittee may not commingle or add to the special sale any goods not listed in the inventory list provided to the county. Upon proof that the permittee has commingled or added goods not listed in the inventory list to the special sale, the county may revoke the special sale permit.</i></p>	

¹ For state law requiring the county to oversee and permit such sales, see Code of Va., §§ 18.2-223, 18.2-224.

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	<p>(f) <i>The county administrator’s designee shall inspect the advertisement and conducting of the special sale to insure it is being advertised and conducted in conformity with the permit.</i></p> <p>(g) <i>Advertising or conducting a special sale without a permit, as required by this section, shall be punishable as a Class 1 misdemeanor.</i></p>	
Sec. 22-16-8.	<p>A (a) Where in any zone, a conforming structure devoted to a non-conforming activity or a nonconforming structure is destroyed or damaged in any manner, whether wholly or partially, either may be repaired or restored provided such repair or restoration is started within twelve months from the date of damage or partial destruction. Such restoration shall not exceed 200% of its size in square footage when destroyed. Any such expansion exceeding 100% of the original structure shall conform with the yard requirements of this ordinance. <i>Any such repair or restoration must be carried out in compliance with the Uniform Statewide Building Code, Fluvanna County flood plain regulations, as required in the Code of Virginia § 15.2-2307.</i></p> <p>B. Reserved (b) <i>If a nonconforming structure is in an area under a federal disaster declaration and the structure has been damaged or destroyed as a direct result of the conditions that gave rise to the federal disaster declaration, then it may be repaired or restored for an additional two years after the time permitted in subsection (a) above.</i></p> <p>C. (c) Any mobile/<i>manufactured</i> home which was lawfully in existence in the county ...</p> <p>a. 1. The replacement mobile/<i>manufactured</i> home...</p> <p>b. 2. The replacement mobile/<i>manufactured</i> home...</p> <p>c. 3. The replacement mobile/<i>manufactured</i> home shall...the replacement mobile/<i>manufactured</i> home shall be... as the mobile/<i>manufactured</i> home being replaced;</p> <p>d. 4. The mobile/<i>manufactured</i> home being replaced...no later than <i>ninety (90)</i> days after...;</p> <p>e. 5. There shall be...such mobile/<i>manufactured</i> homes are being replaced-;</p> <p>f. 6. The replacement mobile/<i>manufactured</i> home shall be... <i>ninety (90)</i> days after removal of the mobile/<i>manufactured</i> home to be replaced.</p>	
	(b)	
Article 18	Extensive amendments were made to the authorizing legislation regarding the BZA and granting variances in 2015. Significant amendments must be made to the Fluvanna Code as follow:	Use “board” or “board of zoning appeals” for consistency.
Sec. 22-18-1.	<p>Add resident provision, in accordance with § 15.2-2308:</p> <p>(a) A board consisting of five (5) members shall be appointed by the Circuit Court of Fluvanna County. <i>Members of the board shall be residents of Fluvanna County.</i> Members of the board may receive such compensation as may be authorized by the governing body. Members shall be removable for cause by the appointing court after hearing held after at least fifteen (15) days’ notice...</p>	
Sec. 22-18-	Add new subsection to reflect new 2015 statute.	

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<p>1.1.</p>	<p>Sec. 22-18-1.1. Ex parte communications and proceedings.²</p> <p>(a) <i>The non-legal staff of the governing body may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law does occur, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication and the identity of the individuals involved in the communication. For the purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner or his agent or attorney are all invited.</i></p> <p>(b) <i>Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved under Virginia Code Section 15.2-2314, as soon as practicable thereafter, but no more than three business days after providing such materials to a member of the board. If the applicant, appellant or other person aggrieved under Virginia Code Section 15.2-2314 requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made in accordance with FOIA requirements in Virginia Code Section 2.2-3704. Any such materials furnished to a member of the board shall also be made available for public inspection as required by Virginia Code Section 2.2-3707(F).</i></p> <p>(c) <i>For the purposes of this section, “non-legal staff of the governing body” means any staff who is not in the office of the county attorney, or for the board, or who is appointed by special law. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff or any attorney where such communication is protected by attorney-client privilege or other similar privilege or protection of confidentiality.</i></p> <p>(d) <i>This section shall not apply to cases where an application for a special exception has been filed pursuant to this chapter.</i></p>	
<p>Sec. 22-18-2.</p>	<p>Amend text in accordance with Code of Va., § 15.2-2309.</p> <p>(a) To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this ordinance or of any ordinance</p>	

² As to state law provisions regarding board of zoning appeals ex parte communications and proceedings, see Code of Va., § 15.2-2308.1.

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adopted pursuant thereto.

(1) *The decision on such appeal shall be based on the board's judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct.*

(2) *At a hearing on an appeal, the administrative officer shall explain the basis for his determination after which the appellant has the burden to rebut such presumption of correctness by a preponderance of the evidence.*

(3) *The board shall consider any applicable ordinances, laws, and regulations in making its decision. For the purposes of this section, determination means any order, requirement, decision or determination made by an administrative officer.*

(4) *Any appeal of a determination to the board shall be in compliance with this section, notwithstanding any other provision of law, general or special.*

(b) ~~To authorize~~ *Notwithstanding any other provision of law, general or special, to grant upon appeal or original application in specific cases such a variance as defined by Virginia Code Section 15.2-2201 from the terms of the ordinance as will not be contrary to the public interest, when owing to special conditions, a literal enforcement of the provisions will result in unnecessary hardship; provided that the spirit of the ordinance shall be observed and substantial justice done, as follows: the burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that his application meets the standard for a variance as defined in § 15.2-2201 and the criteria set out in this section, as follows:*

1. ~~When a property owner can show that his~~ *Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonable restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and*

(i) the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of the ordinance or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the use or development of property immediately adjacent thereto, the strict application of the terms of the ordinance would effectively prohibit or unreasonably restrict the use of the property or where the board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience with the intended spirit and purpose of the ordinance.

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	<p><i>(ii) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area;</i></p> <p><i>(iii) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;</i></p> <p><i>(iv) the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and</i></p> <p><i>(v) the relief or remedy sought by the variance application is not available through a special exception process or the process for modification of a zoning ordinance at the time of the filing of the variance application.</i></p> <p>2. No such variance shall be authorized by the board unless it finds: (a) that the strict application of the ordinance would produce undue hardship; (b) that such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and (c) that the authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.</p> <p>—3. 2. No such variance shall be authorized considered except after notice and hearing as recorded...</p> <p>4. No variance shall be authorized unless the board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.</p> <p>—5. 3. In authorizing granting a variance, the board may impose...</p> <p>....</p> <p><i>(e) No provision of this section shall be construed as granting any board the power to rezone property or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the governing body.</i></p>	
<p>Sec. 22-18-4.</p>	<p>Amend to comply with amended statute Code of Va., § 15.2-2311.</p> <p><i>(b) An appeal to the board may be taken by any person aggrieved or by an officer, department, board or bureau of the county affected by such any decision of the zoning administrator or from any order, requirement, decision or determination made by any other administrative officer in the administration or enforcement of this article, any ordinance adopted pursuant to this article, or any modification of zoning requirements pursuant to this chapter.</i></p> <p><i>1. Any written notice of a zoning violation or a written order of the zoning administrator dated on or after July 1, 1993, shall include a statement informing the recipient that he may have a right to</i></p>	

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	<p><i>appeal the notice of a zoning violation or a written order within thirty (30) days in accordance with this section, and that the decision shall be final and unappealable if not appealed within 30 days. The zoning violation or written order shall include the applicable appeal fee and a reference to where additional information may be obtained regarding the filing of an appeal. The appeal period shall not commence until the statement is given. A written notice of a zoning violation or a written order of the zoning administrator that includes such statement sent by registered or certified mail to, or posted at, the last known address of the property owner as shown on the current real estate tax assessment books or records shall be deemed sufficient notice to the property owner and shall satisfy the notice requirements of this section.</i></p> <p>2. Such appeal shall be taken within thirty (30) days after the decision appealed from by filing with the zoning administrator, and with the board, a notice of appeal specifying the grounds thereof. Pursuant to Section 15.2-2311 of the Code of Virginia, the zoning administrator shall attach to any written notice of a zoning violation or any written order a statement informing the recipient that he may have a right to an appeal within thirty days, and that the zoning administrator's decision shall become final and unappealable if not filed within thirty days.</p> <p>3. Upon the filing of the appeal, The the zoning administrator shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken.</p> <p>4. A decision by the board on appeal shall be binding upon the owner of the property which is the subject of such appeal only if the owner of such property has been provided notice of the zoning violation or written order of the zoning administrator. The owner's actual notice of such notice of zoning violation or written order or active participation in the appeal hearing shall waive the owner's right to challenge the validity of the board's decision due to failure of the owner to receive the notice of zoning violation or written order.</p> <p>5. An appeal shall stay all proceedings in furtherance...</p> <p>6. In no event shall a written order, requirement...The sixty-day limitation period shall not apply in any case where, with the concurrence of the attorney for the governing body, modification is required to correct clerical or other nondiscretionary errors.</p> <p>(c) <i>In any appeal taken pursuant to this section, if the board's attempt to reach a decision results in a tie vote, the matter may be carried over until the next scheduled meeting at the request of the person filing the appeal.</i></p>	
<p>Sec. 22-18-5.</p>	<p>(a) Appeals and applications for variance requiring an advertised public hearing shall be accompanied by a filing fee as determined by a fee schedule adopted by resolution of the governing body. <i>The fee for filing an appeal shall not exceed the costs of advertising the appeal for public hearing and reasonable costs, as provided in Section 15.2-2311(A) of the Code of Virginia.</i> (Ord. 9-21-05).</p>	

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	<p>(b) <i>All other procedural requirements of Section 15.2-2312 of the Code of Virginia shall be observed by the board of zoning appeals. Appeals and applications for variance requiring an advertised public hearing shall be accompanied by a filing fee as determined by a fee schedule adopted by resolution of the governing body. (Ord. 9-21-05)</i></p> <p>(c) <i>For the conduct of any hearing, a quorum shall not be less than three members of the board and the board shall offer an equal amount of time in a hearing on the case to the applicant, appellant or other person aggrieved, and the staff of the local governing body, pursuant to Section 15.2-2308 of the Code of Virginia.</i></p>	
<p>Sec. 22-18-7.</p>	<p>(d) If, upon the hearing, it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a commissioner to take such evidence as it may direct and report the same to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made. The Court may reverse or affirm, wholly or partly, or may modify the decision brought up for review.</p>	
<p>Sec. 22-18-7.1</p>	<p>Add new subsection to reflect presumptions and burdens in Circuit Court review of BZA appeals:</p> <p>Sec. 22-18-7.1. Presumptions and burdens of proof.</p> <p>(a) <i>In the case of an appeal from the board of zoning appeals to the circuit court of an order, requirement, decision or determination of a zoning administrator or other administrative officer in the administration or enforcement of any ordinance or provision, or any modification of zoning requirements, the findings and conclusions of the board of zoning appeals on questions of fact shall be presumed to be correct. The appealing party may rebut that presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision. The court shall hear any arguments on questions of law de novo.</i></p> <p>(b) <i>In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted an application for a variance, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut the presumption by proving a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision.</i></p> <p>(c) <i>In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted application for a special exception, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut that presumption by showing to the satisfaction of the court that the board of zoning appeals applied erroneous principles of law, or where the discretion of the board of zoning appeals is involved, the decision of the board (i) was plainly wrong, (ii) was in</i></p>	

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	<p><i>violation of the purpose and intent of the zoning ordinance, and (iii) is not fairly debatable.</i></p> <p><i>(d) In the case of an appeal from the board of zoning appeals to the circuit court of a decision of the board, any party may introduce evidence in the proceedings in the court in accordance with the Rules of Evidence of the Supreme Court of Virginia.</i></p>	
Art. 22	Article 22 Definitions	
	<p>This should only be a single unit for ≤ 8 residents + 1+ staff</p> <p>ASSISTED LIVING FACILITY: ... Such facility shall be deemed a single unit for the purpose of calculating density <i>when and as required by the Code of Virginia Section 15.2-2291.</i></p>	<p>Consider revisions of “automobile graveyard,” “contractor’s storage yard,” “junk,” “junkyard,” “lumberyard” and “salvage/scrap yard” to make more broadly applicable.</p>
	<p>Fluvanna’s definitions of DAYCARE CENTER and FAMILY DAYCARE HOME are outdated. This area is highly regulated, so Fluvanna’s definitions should reflect state definitions as follows:</p> <p>DAYCARE CENTER: See CHILD DAY CENTER, CHILD DAY PROGRAM, FAMILY DAY HOME. A facility operated for the purpose of providing care, protection and guidance to ten (10) or more individuals during only part of a 24-hour day. This term includes nursery schools, preschools, daycare centers, and other similar uses but excludes public and private educational facilities or any facility offering care to individuals for a full 24-hour period.</p> <p><i>CHILD DAY CENTER: A child day program offered to (i) two or more children under the age of 13 in a facility that is not the residence of the provider or of any of the children in care of (ii) 13 or more children at any location. See also CHILD DAY PROGRAM, FAMILY DAY HOME.</i></p> <p><i>CHILD DAY PROGRAM: A regularly operating service arrangement for children where, during the absence of apparent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of 13 for less than a 24-hour period. See also CHILD DAY CENTER, FAMILY DAY HOME.</i></p> <p>FAMILY DAYCARE HOME: See CHILD DAY CENTER, CHILD DAY PROGRAM, FAMILY DAY HOME. A single-family dwelling in which more than five (5) but less than thirteen (13) individuals are received for care, protection, and guidance during only part of twenty-four (24) hour day. Individuals related by blood, legal adoption, or marriage to the person who maintains the home shall not be counted towards this total. The care of five (5) or fewer individuals for portions of a day shall be considered as a home occupation.</p> <p><i>FAMILY DAY HOME: A child day program offered in the residence of the provider or the home of any of the</i></p>	

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	<p><i>children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider’s own children and any children who reside in the home, when at least one (1) child receives care for compensation. Family day homes serving six (6) through twelve (12) children, exclusive of the provider’s own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider’s own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all grandchildren of the provider shall not be required to be licensed. See also CHILD DAY CENTER, CHILD DAY PROGRAM.</i></p>	
	<p>Update MEDIA, ADULT to reflect DVD, Blu-Ray: MEDIA, ADULT: Magazines, books, videotapes, movies, <i>DVDs or Blu-Ray</i>, CD-ROMS or other devices...</p>	
	<p>Update NURSING HOME to reflect Va. Code § 32.1-123. NURSING HOME: Any place or institution, other than a hospital, for the aged, infirm, senile, chronically ill, or convalescent established to render domiciliary care, custodial care, treatment or lodging to three (3) or more nonrelated persons. <i>or facility, or any identifiable component of any facility, other than a hospital, licensed pursuant to the Code of Virginia, Section 32.1-123, in which the primary function is the provision, on a continuing basis, of nursing and health-related services for the treatment and inpatient care of two or more nonrelated individuals, including, but not limited to, facilities known as convalescent homes, skilled nursing facilities, skilled care facilities, intermediate care facilities, extended care facilities, and nursing or nursing care facilities.</i></p>	
	<p>UTILITIES: add “information” to reflect internet, consistent with Va. Code: UTILITY, MAJOR: Facilities for the ... including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, and <i>information and</i> communication facilities. UTILITY, MINOR: Facilities for... meters, and <i>information and</i> communication lines.</p>	
	<p>VARIANCE: A variance is a relaxation of the terms <i>reasonable deviation from the provisions of the zoning ordinance regulating the size or area of a lot or parcel of land, or the size, area, bulk or location of a building or structure when the strict application of the ordinance would result in unnecessary or unreasonable hardship to the property owner, and such need for a variance would not be shared generally by other properties, and provided where such variance will</i> is not be contrary to the <i>intended spirit and purpose of the ordinance, and would result in substantial justice being done. It shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning.</i></p>	

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	<p>public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for height, area, and size of structure of size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by the variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or adjoining zoning districts.</p>	
<p>Sec. 22-23-7.</p>	<p>Update: B. The pavement of vehicular travel lanes, driveways, or alleys <i>shall be</i> designed to permit vehicular travel... D. Safe and convenient pedestrian and bicycle access to, from, and within the site shall be provided. (1) In the B-1, B-C, I-1, and I-2 zoning districts... per Section 22-23-6(BB) 22-23-6(6). G. All drainage structures and facilities shall be adequate to provide efficient and complete drainage of surface waters from the site into adequate channels. They shall comply with the standards and applicable provisions of the Virginia Erosion and Sedimentation Sediment Control Handbook of the Virginia Department of Environmental Quality, the Drainage Manual of the Virginia Department of Transportation, and the regulations of the Virginia Department of Environmental Quality. H. All public water supply and sewerage systems shall comply with the provisions hereof, <i>and obtain with</i> all applicable approvals <i>and permits of</i> from Fluvanna County and the <i>relevant Virginia Boards and Departments.</i> Department of Health. I. Provisions <i>shall be made</i> for the adequate disposition of surface water in accordance with design criteria and... J. Provisions and schedule <i>shall be made</i> for approval of adequate control of erosion and sedimentation, in accordance with the Fluvanna County Erosion and Sedimentation Control program, <i>Chapter 6 of this Code.</i></p>	
<p>Sec. 22-25-4.</p>	<p>*There is no Figure 2. Amend to clarify: (E)E. Full Cutoff Angle <i>shall mean</i> The the angle formed by a line drawn from the light source and a line perpendicular to the ground from the light source, beyond which no light is emitted. Refer to example graphics. (Refer to Figure 2)*</p>	
<p>Sec. 22-25-6.</p>	<p>*There is no Figure 1. Amend to clarify and standardize form: (D)D. Gasoline Station/Convenience Store Aprons and Canopies. (1)1. The lighting <i>lighting</i> fixture bulbs shall be recessed into a canopy ceiling so that the bottom of the fixture is flush with the ceiling and light is restrained to no more than 85 degrees from vertical. as shown in Figure 1.* (2) 2. ...</p>	

**2015 Fluvanna County Code Update – Substantive Updates to Chapter 22 Zoning.
Review by Planning Commission.**

~~(3) 3-~~

~~(4) 4....~~

~~(5) Spillover light, vertical or horizontal, from parking area luminaires onto public roads and property in residential...~~

~~(6) The lighting of roofs or portions thereof is prohibited.~~

~~5- (E) All Parking Lots, Loading and Display Areas. This lighting requirement applies to multi-family, educational, institutional, public, commercial business and retail, wholesaling, and limited and general industrial use categories identified within the Zoning Ordinance.~~

~~(1)a- Lighting for all parking, display and loading areas...~~

~~(2)b- Maximum ...~~

~~6- (F) Spillover light, vertical or horizontal, from parking area luminaires onto public roads and property in residential...~~

~~7- (G) The lighting of roofs or portions thereof is prohibited.~~

The Fluvanna County Planning Commission resolves to propose an amendment and reenactment of the Fluvanna County subdivision ordinance entitled "AN ORDINANCE TO AMEND AND REENACT CHAPTER 19, ARTICLES 1, 3, 6, 7, AND 8 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 19-1-3, 19-3-4, 19-3-5, 19-3-6, 19-3-6.3, 19-6-3, 19-7-6, 19-8-1, 19-8-4, 19-8-5, AND 19-8-7. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY SUBDIVISION ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED."

The public purpose for such amendment is to conform the subdivision ordinance to the current enabling legislation, as amended.

BE IT ORDAINED BY THE PLANNING COMMISSION OF FLUVANNA COUNTY, VIRGINIA, that the Fluvanna County Code be, and it is hereby, amended and reenacted as follows:

**Chapter 19
SUBDIVISIONS**

Article 1. General Provisions

.....

Sec. 19-1-3. Plat required.¹

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.

¹ For similar state law provision, see Code of Va., § 15.2-2254.

- (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 3. Process

.....

Sec. 19-3-4. Preliminary plat.²

For any minor or major subdivision, after receiving the Subdivision Agent's comments on a sketch plan, the subdivider shall submit a preliminary plat that satisfies the requirements of Article 4 of this chapter to the Subdivision Agent.

- (a) For every minor or major subdivision, the subdivider shall submit, to the Subdivision Agent, copies of a preliminary plat in a number sufficient to allow review by all appropriate agencies as applicable and as determined by the Subdivision Agent. Within ten days the Agent shall review the preliminary plat application for completeness, and if it is incomplete, so notify the subdivider, specifying instructions for its completion. No preliminary plat shall be deemed to be officially submitted for approval unless and until the Subdivision Agent finds it to be complete. Upon his determination that such preliminary plat application is complete, the Subdivision Agent shall retain copies for his review, forward copies to all agencies whose comments are necessary for consideration of the plat.
- (b) For any minor subdivision, the Subdivision Agent shall approve or disapprove a complete preliminary plat within thirty days of its submission. In the case of disapproval, the Subdivision Agent shall inform the subdivider in writing of the reasons for disapproval and the changes required to obtain approval.
- (c) For any major subdivision, the Subdivision Agent shall review the preliminary plat and approve or disapprove the preliminary plat within forty-five days of its submission. In the case of disapproval, the Subdivision Agent shall inform the subdivider in writing of the reasons for disapproval and the changes required to obtain approval.

Sec. 19-3-5. Authority to construct improvements.

The subdivider may install the monuments, roads and other improvements proposed on the plat only after approval of a preliminary plat. Preliminary plat approval shall be effective for five years *provided the subdivider submits a final subdivision plat for all or a portion of the*

² For state law authorizing counties to require a preliminary plat, see Code of Va., § 15.2-2260.

For state law regarding preliminary plat approval, see Code of Va., §§ 15.2-2258, 15.2-2259.

property within one year of such approval and thereafter diligently pursues approval of the final subdivision plat.

“Diligent pursuit of approval” means that the subdivider has incurred extensive obligations or substantial expenses relating to the submitted final subdivision plat or modifications thereto. However, no sooner than three years following such preliminary subdivision plat approval, and upon ninety (90) days’ written notice by certified mail to the subdivider, the commission or other agent may revoke such approval upon a specific finding of fact that the subdivider has not diligently pursued approval of the final subdivision plat.

~~if the subdivider has begun and diligently pursued construction during that period.~~
Otherwise the

After five years from the date of the last recorded plat, unless the preliminary plat indicates phased implementation consistent with Section 19-7-6 of this chapter, the preliminary plat shall become null, and void after five years unless the preliminary plat indicates phased implementation consistent with 19-7-6 of this chapter. The foregoing notwithstanding, the installation of any improvements after the approval of a preliminary plat shall be at the sole risk of the subdivider and shall not entitle the subdivider to the approval of any final plat which is not otherwise approvable.

Sec. 19-3-6. Final plat.

All final plats shall be reviewed and acted upon as required by Virginia Code § 15.2-2259 and this chapter.

.....

Article 6. Final Plats

.....

Sec. 19-3-6.3 Recordation.

An approved plat shall be filed for recordation within six months after final approval. Such approval shall be withdrawn and the plat marked void and returned to the approving official if the approved plat is not filed for recordation within six months, subject to the exception for facilities to be dedicated to public use in Section ~~15.2-2241(8)~~ 15.2-2241.A(8) of the Code of Virginia.

.....

Sec. 19-6-3. Final plat information.

The final plat shall clearly show:

- (a) Name of proposed subdivision;
- (b) Name, address and telephone number of subdivider;
- (c) Name, address, telephone number, and seal of surveyor or engineer;

- (d) Graphic scale, title, date, and north arrow;
- (e) Scaled vicinity map showing the location of the parcel to be subdivided and its relationship to the surrounding roads;
- (f) Locations of proposed driveway connections onto public streets;
- (g) Boundaries of the parcel to be subdivided with all bearings and distances indicated;
- (h) Tax parcel number, zoning district, source of title, and location of the last instrument in the chain of title for all parcels to be subdivided;
- (i) Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every road centerline, subdivision boundary line and lot line;
- (j) All rights-of-way, easements, or areas to be dedicated, reserved, or used for any purpose other than single-family detached dwellings. Common or shared easements shall be provided for public service corporations and other service providers in accordance with the requirements of Section ~~15.2-2241(6)~~ 15.2-2241.A(6) of the Code of Virginia; and
- (k) Sufficient data to demonstrate compliance with the approved preliminary plat.

.....

Article 7. Subdivision Design Standards

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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)~~ 15.2-2241.A(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)

.....

Article 8. Required Improvements

Sec. 19-8-1. Streets.³

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 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."

³ For state law as to streets in subdivisions, see Code of Va., § 15.2-2241.A.

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	Gravcl (#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. 19-8-4. Storm drainage.⁴

Proper and adequate storm drainage systems shall be installed as required by the Virginia Department of Transportation and/or Chapter 6: *Erosion and Sedimentation Control* 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 *fifty* (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 (6) feet, shall be reserved where necessary, and shall be shown on the plat.

⁴ For state law as to storm drainage, see Code of Va., § 15.2-2241.A(3), (4).

- (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.⁵

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 (1/2) inch in diameter and *twenty-four (24)* inches long, and shall be set flush with the finished grade. (Ord. 8-1-12)

.....

Section 19-8-7. Utilities.⁶

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.

⁵ For state law as to monuments, see Code of Va., § 15.2-2241.A(7).

⁶ For state law as to utilities, see Code of Va., § 15.2-2241.A(6).

- (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)

**2015 Fluvanna County Code Update – Clerical Updates to Chapter 19 Subdivisions.
Review by Planning Commission.**

*Note: FN = Footnote, “Code Reference” is to Virginia Code.

	Public Purpose: Amend and Re-enact the Code to conform to enabling state and federal legislation.
	Chapter 19: Subdivisions Clerical Amendments
Fluvanna Code §§	Update
Sec. 19-1-3.	Add FN: <i>for similar state law provision, see Code of Va., § 15.2-2254.</i>
Sec. 19-3-4.	Add FN: <i>for state law authorizing county to require a preliminary plat, see Code of Va., § 15.2-2260. For state law regarding preliminary plat approval, see Code of Va., §§ 15.2-2258, 15.2-2259.</i>
Sec. 19-3-6.3	Correct code reference: “Section 15.2-2241.A(8).”
Sec. 19-6-3(j)	Correct code reference in (j): “Section 15.2-2241.A(6).”
Sec. 19-7-6.	Correct code reference: “Section 15.2-2241.A(5).”
Sec. 19-8-1.	Add FN: <i>for state law as to streets in subdivisions, see Code of Va., § 15.2-2241.A.</i>
Sec. 19-8-4.	Add FN: <i>for state law as to storm drainage, see Code of Va., § 15.2-2241.A(3),(4).</i>
Sec. 19-8-5.	Add FN: <i>for state law as to monuments, see Code of Va., § 15.2-2241.A(7).</i>
Sec. 19-8-7.	Add FN: <i>for state law as to utilities, see Code of Va., § 15.2-2241.A(6).</i>

2015 Fluvanna County Code Update – Substantive Updates to Chapter 19 Subdivisions.
 Review by Planning Commission.

	Public Purpose: Amend and Re-enact the Code to conform to enabling state and federal legislation.
	Chapter 19: Subdivisions Substantive Amendments
Fluvanna Code §§	Mandatory Update
Sec. 19-3-5.	<p>Update to reflect amendment to Va. Code § 15.2-2260.F.,G.</p> <p>The subdivider may install the monuments, roads and other improvements proposed on the plat only after approval of a preliminary plat. Preliminary plat approval shall be effective for five years <i>provided the subdivider submits a final subdivision plat for all or a portion of the property within one year of such approval and thereafter diligently pursues approval of the final subdivision plat.</i></p> <p><i>“Diligent pursuit of approval” means that the subdivider has incurred extensive obligations or substantial expenses relating to the submitted final subdivision plat or modifications thereto. However, no sooner than three years following such preliminary subdivision plat approval, and upon 90 days’ written notice by certified mail to the subdivider, the commission or other agent may revoke such approval upon a specific finding of facts that the subdivider has not diligently pursued approval of the final subdivision plat.</i></p> <p>if the subdivider has begun and diligently pursued construction during that period. Otherwise the</p> <p>After five years from the date of the last recorded plat, unless the preliminary plat indicates phased implementation consistent with 19-7-6 of this chapter, the preliminary plat shall become null and void after five years unless the preliminary plat indicates phased implementation consistent with 19-7-6 of this chapter. The foregoing notwithstanding, the installation of any improvements after the approval of a preliminary plat shall be at the sole risk of the subdivider and shall not entitle the subdivider to the approval of any final plat which is not otherwise approvable.</p>
Sec. 19-3-6.	<p>Add text:</p> <p><i>All final plats shall be reviewed and acted upon as required by Virginia Code § 15.2-2259 and this chapter.</i></p>

The Fluvanna County Planning Commission resolves to propose an amendment and reenactment of the Fluvanna County subdivision ordinance entitled “AN ORDINANCE TO AMEND AND REENACT CHAPTER 19, ARTICLES 1, 3, 6, 7, AND 8 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 19-1-3, 19-3-4, 19-3-5, 19-3-6, 19-3-6.3, 19-6-3, 19-7-6, 19-8-1, 19-8-4, 19-8-5, AND 19-8-7. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY SUBDIVISION ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED.”

The public purpose for such amendment is to conform the subdivision ordinance to the current enabling legislation, as amended.

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**Chapter 19
SUBDIVISIONS**

Article 1. General Provisions.

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- (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.

¹ For similar state law provision, see Code of Va., § 15.2-2254.

- (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 3. Process.

.....

Sec. 19-3-4. Preliminary plat.²

For any minor or major subdivision, after receiving the Subdivision Agent’s comments on a sketch plan, the subdivider shall submit a preliminary plat that satisfies the requirements of Article 4 of this chapter to the Subdivision Agent.

- (a) For every minor or major subdivision, the subdivider shall submit, to the Subdivision Agent, copies of a preliminary plat in a number sufficient to allow review by all appropriate agencies as applicable and as determined by the Subdivision Agent. Within ten days the Agent shall review the preliminary plat application for completeness, and if it is incomplete, so notify the subdivider, specifying instructions for its completion. No preliminary plat shall be deemed to be officially submitted for approval unless and until the Subdivision Agent finds it to be complete. Upon his determination that such preliminary plat application is complete, the Subdivision Agent shall retain copies for his review, forward copies to all agencies whose comments are necessary for consideration of the plat.
- (b) For any minor subdivision, the Subdivision Agent shall approve or disapprove a complete preliminary plat within thirty days of its submission. In the case of disapproval, the Subdivision Agent shall inform the subdivider in writing of the reasons for disapproval and the changes required to obtain approval.
- (c) For any major subdivision, the Subdivision Agent shall review the preliminary plat and approve or disapprove the preliminary plat within forty-five days of its submission. In the case of disapproval, the Subdivision Agent shall inform the subdivider in writing of the reasons for disapproval and the changes required to obtain approval.

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The subdivider may install the monuments, roads and other improvements proposed on the plat only after approval of a preliminary plat. Preliminary plat approval shall be effective for five years *provided the subdivider submits a final subdivision plat for all or a portion of the*

² For state law authorizing counties to require a preliminary plat, see Code of Va., § 15.2-2260.

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property within one year of such approval and thereafter diligently pursues approval of the final subdivision plat.

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~~if the subdivider has begun and diligently pursued construction during that period. Otherwise the~~

After five years from the date of the last recorded plat, unless the preliminary plat indicates phased implementation consistent with Section 19-7-6 of this chapter, the preliminary plat shall become null. ~~and void after five years unless the preliminary plat indicates phased implementation consistent with 19-7-6 of this chapter.~~ The foregoing notwithstanding, the installation of any improvements after the approval of a preliminary plat shall be at the sole risk of the subdivider and shall not entitle the subdivider to the approval of any final plat which is not otherwise approvable.

Sec. 19-3-6. Final plat.

All final plats shall be reviewed and acted upon as required by Virginia Code § 15.2-2259 and this chapter.

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Article 6. Final Plats.

.....

Sec. 19-3-6.3. Recordation.

An approved plat shall be filed for recordation within six months after final approval. Such approval shall be withdrawn and the plat marked void and returned to the approving official if the approved plat is not filed for recordation within six months, subject to the exception for facilities to be dedicated to public use in Section ~~15.2-2241(8)~~ 15.2-2241.A(8) of the Code of Virginia.

.....

Sec. 19-6-3. Final plat information.

The final plat shall clearly show:

- (a) Name of proposed subdivision;
- (b) Name, address and telephone number of subdivider;
- (c) Name, address, telephone number, and seal of surveyor or engineer;

- (d) Graphic scale, title, date, and north arrow;
- (e) Scaled vicinity map showing the location of the parcel to be subdivided and its relationship to the surrounding roads;
- (f) Locations of proposed driveway connections onto public streets;
- (g) Boundaries of the parcel to be subdivided with all bearings and distances indicated;
- (h) Tax parcel number, zoning district, source of title, and location of the last instrument in the chain of title for all parcels to be subdivided;
- (i) Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every road centerline, subdivision boundary line and lot line;
- (j) All rights-of-way, easements, or areas to be dedicated, reserved, or used for any purpose other than single-family detached dwellings. Common or shared easements shall be provided for public service corporations and other service providers in accordance with the requirements of Section ~~15.2-2241(6)~~ 15.2-2241.A(6) of the Code of Virginia; and
- (k) Sufficient data to demonstrate compliance with the approved preliminary plat.

.....

Article 7. Subdivision Design Standards.

.....

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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)~~ 15.2-2241.A(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)

.....

Article 8. Required Improvements.

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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 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."

³ For state law as to streets in subdivisions, see Code of Va., § 15.2-2241.A.

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. 19-8-4. Storm drainage.⁴

Proper and adequate storm drainage systems shall be installed as required by the Virginia Department of Transportation and/or Chapter 6: *Erosion and Sedimentation Control* 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 *fifty (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 (6) feet, shall be reserved where necessary, and shall be shown on the plat.

⁴ For state law as to storm drainage, see Code of Va., § 15.2-2241.A(3), (4).

- (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.⁵

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 (*1/2*) inch in diameter and *twenty-four (24)* inches long, and shall be set flush with the finished grade. (Ord. 8-1-12)

.....

Section 19-8-7. Utilities.⁶

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.

⁵ For state law as to monuments, see Code of Va., § 15.2-2241.A(7).

⁶ For state law as to utilities, see Code of Va., § 15.2-2241.A(6).

(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)

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Relocation of Rivanna/501 Polling Place				
MOTION(s):	I move to approve the relocation of the Rivanna District 501 polling precinct from the LMOA Clubhouse Building to the Lake Monticello Firehouse, Maple Room; advertise in local newspaper as required by state code section: 24.2-306.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Catherine Hobbs, Electoral Board Chair				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>Renovation of LMOA Clubhouse precludes use of the facility as a polling place.</p> <p>Due to the impending construction and renovation project at the Lake Monticello Club House, the Electoral Board, feels reluctantly compelled to request that the Board of Supervisors begin the process of relocating the polling place for the 501/Rivanna precinct. The LMOA administration has indicated that they believe there will be a lot of disruption due to construction in the coming year. Though they have not provided a detailed construction schedule, they have indicated the space we currently use will almost definitely not be available during the primary elections and, if there are delays, it may not be available during the general election either. The Presidential Primary is scheduled for March 1, 2016. If called by either or both major political parties, the regular primary election for all other offices is scheduled for June 14th. Under almost any other circumstance, the Electoral Board would greatly prefer to avoid relocating a polling place during a Presidential Election year because we would rather not have to redirect irregular voters, those who may vote during Presidential elections, to an unfamiliar location. However, given that the familiar space may be unavailable, we believe it is best to relocate it immediately in order that we can publicize the change during the primaries to give the greatest possible notice of the relocation.</p> <p>The Electoral Board is authorized to make a recommendation to the Board of Supervisors and to do the ground work and due diligence in investigating possible locations. The authority to officially designate a new polling place location falls to the Board of Supervisors, however.</p> <p>The Electoral Board called a special meeting on November 12th to consider the needed relocation. We considered Effort Baptist Church, Lake Christian Church, and</p>				

	<p>the Maple Room in the Lake Monticello Volunteer Fire Squad Building. After much thoughtful discussion, we voted unanimously to recommend that the polling place be relocated to the Lake Monticello Volunteer Fire Squad Building. We think that location best balances the needs for traffic safety, sufficient parking, minimizing disruption to ordinary activities in the location, and familiarity for voters. Though Effort Baptist has sufficient parking, we strongly believe that disruption to the private school and before and after school daycare programs there could pose a safety risk to children being dropped off and picked up from school/daycare there.</p> <p>Additionally, we have strong concerns about managing traffic flow at the intersection of Rt. 53 and Lake Monticello road which is regularly congested and dangerous on ordinary work days. Having been a voting location previously for many of our Rivanna/501 voters, the Lake Monticello Fire Squad Building will be familiar to many voters and the stop light at the Slice Road intersection will help manage traffic flow safely. While parking there is not as plentiful as it is at either church, there are more available spaces there as there are at our Palmyra/101 and Fork Union/301 polling places. We have broached the subject with the Fire Squad's leadership and know that they were going to consider the matter during there November 17th meeting. They have concurred with our request.</p>				
FISCAL IMPACT:	Minimal				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					XX

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 2015

AGENDA TITLE:	Task Order #2 - Surveying Services for the Zion Crossroads Water & Sewer System				
MOTION(s):	I move the Board of Supervisors approve Task Order #2 between the County of Fluvanna, Virginia, and Bowman Consulting Group, LTD. to complete the Aerial Surveying for the Zion Crossroads Water & Sewer System totaling \$34,560, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>To engage Bowman Consulting Group, LTD. to complete the surveying for the Water and Sewer System at Zion Crossroads in Fluvanna County. The design and other initial related services have already been awarded to Dewberry Engineers Inc.</p> <p><u>Timeline of Prior Events</u></p> <ul style="list-style-type: none"> - Mar 2015: Preliminary Engineering Report presented to BOS by RK&K; - Nov 2015: Design/Construction Services Contract approved by BOS for Dewberry Engineers Inc. 				
FISCAL IMPACT:	<p><u>Project Funding Approvals To Date</u></p> <p style="padding-left: 40px;">\$575,000 Approved in FY14 CIP (Cash)</p> <p style="padding-left: 40px;">\$ 46,000 Approved RK&K PER Services</p> <p style="padding-left: 40px;">\$430,695 Approved Task Orders with Dewberry</p> <p style="padding-left: 40px;">-----</p> <p style="padding-left: 40px;">\$ 98,305 Remaining Funds Available</p> <p>Debt Approved in FY15 CIP -- \$4,075,000 (pending issuance)</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Task Order Project Agreement with: Exhibit 1 – Fee Proposal Exhibit 2 – Bowman Original Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		X

This Project Agreement #2 (the Project Agreement”) made this ____ day of _____, 201__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Bowman Consulting Group, LTD.(“A/E”) (the “Consultant”), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed;

Whereas the Agreement was automatically renewed on September 6th, 2014, and again on September 6th, 2015 and the current renewal term of the Agreement ends on September 5, 2016 and may be renewed by the County pursuant to the Agreement;

The Contractor did not notify the County of an increase in hourly rates and the hourly rates identified in the Agreement control;

Whereas, the County desires that the Contractor complete surveying work related to the Zion Crossroads Water & Sewer System Design/Services (the “Services”) as specifically described in Exhibit 1 attached hereto and incorporated herein by reference as a material part of this Project Agreement; and

Whereas, the Consultant desires to accept the work and complete the Services and all work necessary and related thereto (collectively the “Task Order”).

For good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement.

The County’s project manager for technical inquiries relating to this Project Agreement shall be:

Mr. Wayne Stephens
Director of Public Works
197 Main Street

Palmyra, VA 22963
Phone: (434) 591-1925
E-mail: wstephens@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement including exhibits hereto;
- (ii) The Agreement including exhibits thereto; and
- (iii) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iii) above, and (ii) shall control over (iii).

ARTICLE IV: FEES

The Contractor shall receive flat fees of:

EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$8,700.00) for that portion of the Services described as Area 1 Option 2, #3 Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours), as more specifically described in Exhibit 1 hereto;

TWELVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$12,700.00) for that portion of the Services described as Area 1 Option 2, #4 Topographic Survey/Aerial Option 2 – (2 foot contours), as more specifically described in Exhibit 1 hereto;

SIX THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$6,760.00) for that portion of the Services described as Area 3 Option 2, #11 Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours), as more specifically described in Exhibit 1 hereto; and

SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$6,400.00) for that portion of the Services described as Area 3 Option 2, #4 Topographic Survey/Aerial Option 2 – (2 foot contours), as more specifically described in Exhibit 1 hereto;

each of the above being a subpart of the Task Order, which flat fees shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Contractor to the County until the subpart of the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County. The

Contractor may invoice the County as work on each subpart of the Task Order or may wait to invoice the County until the entire Task Order is complete. The Contractor will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work by the County. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such task order shall be completed to the sole satisfaction of the County on or before the 1st day of February, 2015. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant

Bowman Consulting Group, LTD.
ATTN: Kenneth M. Baybutt
460 McLaws Circle, Suite 120
Williamsburg, VA 23185
Telephone (757) 229-1776
FAX (757) 229-4683

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after

deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

In witness whereof the undersigned duly authorized representatives have executed this Agreement on the dates set forth beside their respective signatures.

Bowman Consulting Group, LTD.	County:
	Fluvanna County
By: _____ Date: _____	By: _____ Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Approved as to form:	

Fluvanna County Attorney

November 13, 2015

J. Wayne Stephens, PE
Fluvanna County
197 Main Street, PO Box 540
Palmyra, VA 22963

**Re: Fluvanna County Aerial Mapping along State Route 250 from the intersection of Route 15 at Zion Crossroads traveling west to the county line (the “Project”)
Proposal to provide Surveying services (the “Proposal”)**

Dear Mr. Stephens:

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group, Ltd. (“BCG”) and Fluvanna County (the “Client”).

Bowman Consulting Group has the resources and experience to make your project a success. In addition to Surveying services, BCG also provides Engineering, 3D Laser Scanning, Planning, Environmental, Transportation, and Landscape Architecture services to clients across the nation.

The project is located Fluvanna County, Virginia. It is our understanding the project consists of aerial mapping along State Route 250 from the intersection of Route 15 at Zion Crossroads traveling west to the county line Area 1 and Area 2 and south along Route 15 to the terminus of Area 3.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Area 1, Option 1:

- Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1’ contours):**
Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 12 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18” rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$9,400.00

2. **Topographic Survey/Aerial Option 1 - (1 foot contours):**

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 1-foot contour intervals and selected spot elevations. The proposed corridor is delineated on the attached PDF (1000' x 16,400' mapping corridor, approx. 376.5 acres). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$15,700.00

Area 1, Option 2:

3. **Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):**

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 10 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$8,700.00

4. **Topographic Survey/Aerial Option 2 - (2 foot contours):**

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 2-foot contour intervals and selected spot elevations. The proposed corridor is delineated on the attached PDF (1000' x 16,400' mapping corridor, approx. 376.5 acres). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will

be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$12,700.00

Area 2, Option 1:

5. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 12 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$9,400.00

6. Topographic Survey/Aerial Option 2 - (1 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 1-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (*1000' x 15,100' mapping corridor, approx. 346.6 acres*). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$14,600.00

Area 2, Option 2:

7. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 10 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$8,500.00

8. Topographic Survey/Aerial Option 2 - (2 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 2-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (*1000' x 15,100' mapping corridor, approx. 346.6 acres*). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$11,800.00

Area 3, Option 1:

9. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 8 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings.

This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$6,760.00

10. Topographic Survey/Aerial Option 2 - (1 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 1-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (*1000' x 5,950' mapping corridor, approx. 136.6 acres*). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$7,600.00

Area 3, Option 2:

11. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 8 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting.

All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$6,760.00

12. Topographic Survey/Aerial Option 2 - (2 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 2-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (1000' x 5,280' mapping corridor, approx. 121.2 acres). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$6,400.00

SUMMARY MATRIX

Task	Description	Fee	Fee Type	Qty	Total
Area 1 Option 1					
1	Establish Horizontal & Vertical Geodetic Control	\$9,400.00	Lump Sum	1	\$9,400.00
2	Topographic Survey / Aerial	\$15,700.00	Lump Sum	1	\$15,700.00
Total Estimated Fee Area 1 Option 1					\$25,100.00
Area 1 Option 2					
3	Establish Horizontal & Vertical Geodetic Control	\$8,700.00	Lump Sum	1	\$8,700.00
4	Topographic Survey / Aerial	\$12,700.00	Lump Sum	1	\$12,700.00
Total Estimated Fee Area 1 Option 2					\$21,400.00
Area 2 Option 1					
5	Establish Horizontal & Vertical Geodetic Control	\$9,400.00	Lump Sum	1	\$9,400.00
6	Topographic Survey / Aerial	\$14,600.00	Lump Sum	1	\$14,600.00
Total Estimated Fee Area 2 Option 1					\$24,000.00
Area 2 Option 2					
7	Establish Horizontal & Vertical Geodetic Control	\$8,500.00	Lump Sum	1	\$8,500.00
8	Topographic Survey / Aerial	\$11,800.00	Lump Sum	1	\$11,800.00
Total Estimated Fee Area 2 Option 2					\$20,300.00
Area 3 Option 1					
9	Establish Horizontal & Vertical Geodetic Control	\$6,760.00	Lump Sum	1	\$6,760.00
10	Topographic Survey / Aerial	\$7,600.00	Lump Sum	1	\$7,600.00
Total Estimated Fee Area 3 Option 1					\$14,360.00
Area 3 Option 2					
11	Establish Horizontal & Vertical Geodetic Control	\$6,760.00	Lump Sum	1	\$6,760.00
12	Topographic Survey / Aerial	\$6,400.00	Lump Sum	1	\$6,400.00
Total Estimated Fee Area 3 Option 2					\$13,160.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Work requiring less than 4-hour survey party day at the site, unless performed at the discretion of BCG.
- Re-stakes of all types.
- Work area not cleared of trash, building materials, vehicles, earth, etc.
- Both horizontal and/or vertical control points destroyed so as to require resetting necessary control for the job.
- Work requiring overtime when requested by you. Under these conditions, hourly rates will be at 1.5 times the quoted hourly rates charged. Sundays and holidays will be billed at 2.0 times the appropriate rate. All overtime is subject to the availability of personnel.
- Any additional work requested that is not specifically covered in the above scope of work.
- Cut sheets will be delivered by close of business the day following completion of stakeout.
- Client is responsible to provide traffic control, if needed.
- A minimum 48-hour notification is required for all stakeout requests.

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Right of Way establishment
- Property Research and Locations
- Field Annotate of aerial topography by others.
- Obscured area topography
- Property owner right of entry notifications
- Utility As-built Survey
- All Archaeological Survey
- All Environmental Reports and/or Permitting
- ALTA/ACSM Land Title Survey
- Bio-Retention Filters
- Boundary Survey
- Construction Administration Services
- Color Renderings
- Exhibits other than described herein
- Final Building Location
- Final Cost Estimates
- Geotechnical Report
- Hardscape Design and Layout
- Monitoring and/or Testing
- Off-site Design services other than those described
- Permits
- Record Plats
- Services other than described herein
- Site Design
- Submission Fees
- Topography Survey other than items listed
- Tree Survey

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by BCG in the interest of the Project and will be invoiced at the actual cost to BCG plus fifteen percent (15%) for handling and indirect costs.

Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to BCG:

- Obtaining any required property owner right of entry notifications

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, BCG will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman Consulting Group's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference. You should read these standard terms and conditions and assure yourself that you understand them prior to accepting this proposal or authorizing BCG to proceed with the performance of the services described herein.

In the event you wish to accept this proposal, please execute, initial all pages and return one executed original to this office. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of Fluvanna County.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.
650A Nelms Circle
Fredericksburg, VA 22406

Richard Fralin, LS, PLS
Survey Team Leader

Charles Powell, LS
Principal

Fluvanna County hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project.

FLUVANNA COUNTY

By: _____
(Signature)
Printed Name: _____
Title: _____
Date: _____

Bowman CONSULTING

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal (the "Proposal") from Bowman Consulting Group, Ltd., a Virginia Corporation ("BCG") to Fluvanna County the "Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project") and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and the Client.

1. Scope of Services: BCG will provide the services expressly described in the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to the Client that describes the revision to the Scope (the "Change Order") and the increased fee associated therewith. The Client may approve a Change Order in writing, by electronic verification, or orally pursuant to Section 3 below.

2. Standard of Care: The standard of care for all services performed by BCG for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.

3. Client's Oral Decisions: The Client or any of its employees or agents with apparent authority may orally and with the express written consent of BCG: (a) make decisions relating to BCG's services under this Agreement, (b) authorize a Change Order and increased fee associated therewith, (c) direct BCG to forward information related to the Project to a third party, or (d) direct BCG to take any reasonable action in the interest of the Project. The Client may, from time to time, limit the authority of any or all persons to act orally on its behalf by providing seven (7) days notice to BCG. If BCG submits a Change Order by giving Notice to the Client then the Change Order shall be deemed accepted by Client unless the Client gives Notice to BCG that it rejects the Change Order not later than 10 business days after the Client receives the proposed Change Order.

4. Fees by Hourly Rate Schedule: If the Client requests BCG to perform services not included in the Proposal or an approved Change Order (including without limitation attending meetings and conferences on an as needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings

or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BCG may revise its Hourly Rate Schedule in January of each subsequent year.

5. Client Duties and Responsibilities: The Client shall inform BCG of any special criteria or requirements related to the Project or BCG's services and shall, in a timely manner and at its cost, furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. BCG shall bear no responsibility for errors, omissions or additional costs arising out of its reliance upon such information supplied by the Client. Some services included in the Scope may, in BCG's discretion, require a current title report and if so the Client shall timely and at its cost provide such a current title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the jurisdiction in which the Project is situated, the Client shall be responsible for timely preparation, submission and recordation of necessary deeds and for all fees associated with such deeds and plats. All off-site easements are the responsibility of the Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation, reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.

6. Exclusions from Scope: By way of illustration and not limitation BCG has no obligation or responsibility for the following unless specifically included in the Scope:

- a. Favorable or timely comment or action by any governmental entity.
- b. Taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services.

c. The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface.

d. Structural design (including but not limited to structural design of retaining wall(s) or of special drainage structure(s)).

7. Payment Terms: BCG will invoice the Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent that month for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions.

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date and the Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of the Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described in Section 8 below, or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 11 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. If BCG elects its rights under (a)(i) above BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void, and any future schedule for the performance of services shall require the approval of both Client and BCG.

(b) If Client disputes any invoices submitted to it the Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, then the Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice,

8. Retainer. Should (a) the Proposal require a Retainer or (b) BCG have exercised its right to require a Retainer prior to continuing work as provided in Section 7(a)(i) above, the Client shall deliver to BCG by

good check a retainer to be held by BCG as an advance against future billings (the "Retainer"). This Retainer is not intended as the regular source of payment for invoices issued under to this Agreement. Instead the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed BCG under this Agreement should Client fail to timely pay invoices in accordance with Paragraph 7. If the retainer is applied during the course of the Agreement Client agrees to promptly replenish the retainer upon request of BCG. Upon the conclusion of this Agreement, or its earlier termination, then (i) the portion of the Retainer, if any, that exceeds the amount owed BCG shall be returned to Client upon request, or (ii) any amount owed BCG in excess of the Retainer shall be paid immediately to BCG by Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.

9. Insurance. BCG and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on such coverage. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.

10. Potential Liability of BCG. The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement.

(a) Client agrees that should it wish to assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG the Client must give written notice to BCG not later than the first to occur of (i) the beginning of any corrective work or (ii) thirty days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and the Client shall insure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG

and of its officers, directors, partners, employees, agents, and consultants, to Client and anyone claiming through Client shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

(c) To the fullest extent permitted by law BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

11. Termination: Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party the provision of further services under this Agreement may be immediately terminated by the non-breaching party giving notice to the other party, and such notice may be given at any time after such material breach (including less than thirty (30) days after notice of termination for convenience). Client acknowledges that its failure to timely pay undisputed invoices is a material breach. After a termination for convenience the Client shall immediately following the termination date pay BCG for all services performed through the termination date; including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable. Following any termination BCG shall have the right to withhold from the Client the use or possession of drawings or documents prepared by BCG for the Client under this or any other agreement with the Client, until all outstanding invoices are paid in full. Following any termination by BCG following a material breach by Client BCG shall have the right to withdraw any plans, applications or other documents filed with any governmental agency by BCG in its name on behalf of the Client.

12. Assignment: This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub consultants, or subcontractors, as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this agreement.

13. Ownership of Documents and other Rights of BCG: (a) All reports, plans, specifications, computer

files, field data, notes and other documents and instruments prepared by BCG as instruments of service shall remain the property of BCG up until such time as all monies due to BCG have been paid in full. At such time as all monies due to BCG have been paid in full, the Client may take possession of plans, documents and specifications prepared under this Agreement. If requested by BCG the Client (and Client's new design professional if applicable) shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate. If the Client or a party acting on the Client's behalf modifies the plans and specifications or reuses them on a different project the Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with plans, information and specifications in an electronic or digital format ("Electronic Data") the Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data. The Client and BCG shall jointly retain all common law, statutory, and other reserved rights, including the copyright to all reports, plans, specifications, computer files, field data, notes and other documents prepared by BCG.

(b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

14. Covenants Benefiting Third Parties: BCG and Client acknowledge that from time to time third parties may request BCG to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's sole discretion, and if BCG decides to so execute a Requested Covenant the language, terms and conditions of such Requested Covenant must be acceptable to BCG, at BCG's sole discretion.

15. Applicable Law: This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to conflicts of laws principles thereof.

16. Severability: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

17. Entire Agreement and Modification: This Agreement and the attachments hereto contains the entire agreement of BCG and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof. Except for Change Orders authorized by Client either orally or by electronic verification this agreement may be amended, modified, or supplemented, but only in writing signed by all parties hereto. Signature by email transmission is permitted hereunder.

18. Waivers: The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and unless that writing provides otherwise shall waive only one instance of that condition or breach.

19. Notices: Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received when given in person or by a courier or a courier service, (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile, or (c) five business days after being deposited in the mail, certified or registered postage prepaid:

If to Client, addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal;

If to BCG, to the address set forth in the proposal; provided that for any notice given by Client pursuant to Paragraphs 10 or 11 a copy shall be sent to:

Bowman Consulting Group, Ltd.
3863 Centerview Drive; Suite 300
Chantilly, Virginia 20151
Facsimile number: (703) 481-1490
Attn: Robert A. Hickey
Email: rhickey@bowmancg.com

Or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

20. No Third Party Beneficiaries: This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

21. Headings, Counterparts, Certain Rules of Construction: The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include", "including", or "includes" shall be deemed to be followed by the phrase "without limitation". The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of the Client and to bind the Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

22. Early Bid Documents. The Client acknowledges that if it requests submission of early bid documents to contractors for bid purposes prior to full completion of construction documents by BCG and all other design disciplines, or prior to governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions, additions and corrections to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies.

23. Estimates: Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG's judgment as a design professional familiar with the construction industry. Estimates do not represent a guarantee that proposals, bids or the construction cost will not vary from the estimates prepared by BCG. Client acknowledges that BCG has no control over contractors as to cost, timing or quantity matters, and further acknowledges that if Client desires greater accuracy as to construction costs it has the opportunity to employ an independent cost estimator.

24. Use of Work Prepared by Others: If the Scope requires BCG to use work prepared by other parties (e.g. drawings, surveys, computations, calculations, specifications) then unless otherwise disclosed by the Client in writing to BCG the Client warrants and represents that the Client has obtained the full and unconditioned prior written consent from such other party. If the Client discloses that it has not obtained such prior consent then the Client, at its expense, shall use its best efforts to obtain such consent, which consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. Unless the Scope specifically provides otherwise, BCG shall

not be responsible for the accuracy, completeness, or correctness of work prepared by others.

25. Construction Means and Methods: Client acknowledges that BCG shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or any other person or entity performing work for the Project.

26. Shop Drawing Review: If specifically included in the Scope BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features. Client shall provide BCG with sufficient time in BCG's professional judgment to permit adequate review.

27. Plan and Permit Processing: If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If the Client requests BCG to expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing other such services, these services will be performed by BCG at Client's request and as hourly rate services under Section 4 above. Except as described otherwise in the Scope, preparation and processing of permit applications (including but not limited to building permit applications, grading permit applications, bond applications, entrance permit applications, etc.) will be performed at the Client's request and treated as hourly rate services under Section 4 above.

28. Building Plan Coordination: If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, the Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services hereunder. If the Client fails to so provide building plans to BCG then BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services

and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order subject to an additional fee.

Bowman

CONSULTING

SCHEDULE "A"

BOWMAN CONSULTING GROUP, LTD SCHEDULE OF RATES FOR REPROGRAPHIC, PLOTTING, COURIER, AND ARCHIVE RETRIEVAL SERVICES

Reprographic and Plotting Services

Blueprinting	\$0.34/sq.ft.	Bond Paper CAD Plots	\$5.75/sq.ft.
Digital Paper Copying	\$0.34/sq.ft.	Vellum CAD Plots	\$6.50/sq.ft.
Mylar or Vellum Copying	\$3.00/sq.ft.	Mylar CAD Plots	\$7.00/sq.ft.
B&W Photo Copies	\$0.34/sq.ft.	Color CAD Plots	\$8.50/sq.ft.
Color Photo Copies	\$0.50/sq.ft.	Surcharge for folded sets	\$10.00/Set

Copying of Plans or Plots that have been archived in storage are subject to minimum archive retrieval fee of \$50 plus applicable reprographic and/or plotting fees set forth above.

Outsourced courier service (i.e. Federal Express, DHL, etc.) per the Proposal and Terms & Conditions.

In house courier services are \$2.00 per mile (one way) subject to a minimum \$20.00 charge for standard delivery during our normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

BOWMAN CONSULTING GROUP, LTD.

Exhibit 1

**SCHEDULE "B"
2015 SCHEDULE OF HOURLY RATES**

Expert Research, Prep & Testimony.....	\$285.00/hour	Staff Soil Scientist.....	\$120.00/hour
Principal.....	\$230.00/hour	Staff Geologist.....	\$120.00/hour
Department Executive.....	\$190.00/hour	Soil Technician.....	\$65.00/hour
Branch Manager.....	\$190.00/hour	Senior Environmental Scientist.....	\$130.00/hour
Department Manager.....	\$170.00/hour	Environmental Scientist 1.....	\$120.00/hour
Senior Project Manager.....	\$160.00/hour	Environmental Scientist 2.....	\$110.00/hour
Project Manager.....	\$130.00/hour	Environmental Scientist 3.....	\$95.00/hour
Assistant Project Manager.....	\$117.00/hour	Senior Geologist.....	\$160.00/hour
Licensed Surveyor.....	\$130.00/hour	Senior Traffic Engineer.....	\$175.00/hour
Engineer 1.....	\$120.00/hour	Traffic Engineer 1.....	\$150.00/hour
Engineer 2.....	\$110.00/hour	Traffic Engineer 2.....	\$135.00/hour
Engineer 3.....	\$95.00/hour	Traffic Engineer 3.....	\$110.00/hour
Land Planner 1.....	\$120.00/hour	Traffic Technician.....	\$95.00/hour
Land Planner 2.....	\$110.00/hour	Traffic Counter.....	\$40.00/hour
Land Planner 3.....	\$95.00/hour	Right of Way Specialist 1.....	\$150.00/hour
Designer 1.....	\$100.00/hour	Right of Way Specialist 2.....	\$120.00/hour
Designer 2.....	\$85.00/hour	Right of Way Specialist 3.....	\$95.00/hour
Designer 3.....	\$75.00/hour	Right of Way Technician.....	\$65.00/hour
Computer Tech 1.....	\$110.00/hour	Utility Coordinator.....	\$130.00/hour
Computer Tech 2.....	\$85.00/hour	Survey Field Crew.....	\$135.00/hour
Computer Tech 3.....	\$65.00/hour	Survey Field Crew-1man.....	\$100.00/hour
Landscape Architect 1.....	\$105.00/hour	Field Coordinator.....	\$125.00/hour
Landscape Architect 2.....	\$95.00/hour	Clerical.....	\$60.00/hour
Landscape Architect 3.....	\$80.00/hour		
Junior Landscape Architect.....	\$64.00/hour		
Certified Arborist.....	\$130.00/hour		
CADD Drafter 1.....	\$100.00/hour		
CADD Drafter 2.....	\$85.00/hour		
CADD Drafter 3.....	\$70.00/hour		
CADD Drafter 4.....	\$60.00/hour		
Senior GIS Specialist.....	\$160.00/hour		
GIS Technician.....	\$110.00/hour		
Senior Soil Scientist.....	\$190.00/hour		



Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address: Same as Proposal
 If Different, Please Provide.....

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Transmit Invoices Via: Mail Hardcopies to the Billing Address Above
 Transmit Electronic Copies to: _____

Offer ACH Direct Deposit: Yes, Contact: _____
 Not Sure, Contact our Office
 Not at this Time

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the "Contract") dated this 5th day of September, 2013 is between the COUNTY OF FLUVANNA (the "COUNTY"), a political subdivision of the Commonwealth of Virginia and BOWMAN CONSULTING GROUP, LTD. ("A/E"), a Virginia corporation, and is binding among and between these parties as of the date of the COUNTY's signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

ATTN: Kenneth M. Baybutt
Bowman Consulting Group, Ltd.
460 McLaws Circle
Suite 120
Williamsburg, VA 23185
Telephone: (757) 229-1776
Facsimile: (757) 229-4683

2. On May 20, 2013, the COUNTY issued Request for Proposals #2013-01 (the "RFP") for qualified professional architectural and engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Attachment 1. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP are incorporated herein by reference. Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services. The purposes, functions, criteria and general requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract, to include the RFP and all of the terms of the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 8 to 21 of Attachment 1 hereto; (ii) the original submittal by the A/E to the RFP; and (iii) all Project Agreements executed under this Contract. In the event of any conflict between the terms of the original submittal by the A/E to the RFP and this Contract, the terms of this Contract shall control.

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a purchase order issued to the A/E.
3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Attachment 2, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Attachment 2 shall control for all Project Agreements entered into within two (2) years of the date that the COUNTY signs this Contract. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY's project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with

the provisions of Virginia Code Section 2.2-4301, the project fee of any single project under this Contract shall not exceed \$100,000.00 and the sum of all projects performed under this Contract in one contract term shall not exceed \$500,000.00.

4. Additional Terms: The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors included as pages 8 to 21 of the RFP, being Attachment 1 hereto, are specifically incorporated herein by reference. Where any of the General Terms Conditions and Instructions to Bidders and Contractors conflicts with any of the specific terms of this Contract, this Contract shall control.

5. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period, or until the cumulative total project fees under this Contract reach the maximum cost set forth in paragraph 3 above, whichever is earlier. This Agreement shall automatically renew thereafter for four (4) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract, or until the cumulative total project fees in any term under this Contract reach the maximum cost set forth in paragraph 3 above, whichever is earlier. After the initial term and one renewal term, the A/E's hourly rates set forth in Attachment 2 may be increased by no more than two and one half percent (2.5%) over the prior year per renewal year. The A/E must provide written notice to the COUNTY of any such increase prior to the automatic renewal date for the same to be effective in the upcoming renewal year. If no such notice is provided prior to the automatic renewal, then the hourly rates for that renewal term shall be the same as the hourly rates for the immediately preceding term.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

A/E:
Bowman Consulting Group, Ltd.

COUNTY:
County of Fluvanna, a political subdivision of the
Commonwealth of Virginia

By: Kenneth M. Baybutt Date: 9/5/13 By: SMN Date: 9/4/13
Name: Kenneth M. Baybutt Name: Steven M. Nichols
Title: Branch Manager Title: County Administrator
Fluvanna County

APPROVED AS TO FORM:

Kristina M. Hofmann
Fluvanna County Attorney
By Kristina M. Hofmann,
Assistant County Attorney 3

**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSAL #2013-01
GENERAL PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES**

ISSUE DATE: May 20, 2013

DUE DATE: June 6, 2013

TIME: 2:00 P.M.

RFP #: 2013-01

ISSUING DEPARTMENT: County of Fluvanna, Virginia
Finance Department
Attn: Joe Rodish, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963

PROCUREMENT CONTACT: Joe Rodish
Purchasing Officer
Phone: (434) 591-1930 ext. 1124
Email: jrodish@fluvannacounty.org

TECHNICAL INQUIRIES: Joe Rodish
Purchasing Officer
Phone: (434) 591-1930 ext. 1124
Email: jrodish@fluvannacounty.org

The Fluvanna County Board of Supervisors invites qualified firms to submit sealed proposals for Professional General Engineering & Architectural Services for potential projects for Fluvanna County, VA. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Public Procurement Act.

Sealed proposals, One (1) original and four (4) copies, should be submitted by 2:00 P.M. local prevailing time on Thursday, June 6th, 2013 to the Fluvanna County Finance Office located at: 132 Main Street, Palmyra, Virginia 22963. Proposals submitted after this date and time will not be accepted. Proposals shall be evaluated for the purpose of selecting the most qualified Offeror(s) as described by the evaluation criteria.

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I. Introduction

- a. The Fluvanna County Board of Supervisors invites qualified firms to submit sealed proposals for Professional General Engineering & Architectural Services for potential projects for Fluvanna County, VA. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Public Procurement Act. Sealed proposals, One (1) original and four (4) copies, should be submitted by 2:00 P.M. local prevailing time on Thursday, June 6th, 2013 to the Fluvanna County Finance Office located at: 132 Main Street, Palmyra, Virginia 22963.
- b. Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications regarding this Request for Proposal must be made in writing to:
 - i. Joe Rodish, Purchasing Officer
County of Fluvanna, Virginia
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1930 ext. 1124
jrodish@fluvannacounty.org

II. Background

- a. Fluvanna County, also referred to herein as "the County" is located in Central Virginia at the foothills of the Blue Ridge Mountains. The County serves an area of 290 square miles with a population of approximately 26,000. The County Seat is located in the Town of Palmyra with its County Administration Building located at 132 Main Street. The County's fiscal year begins on July 1 and ends on June 30.
- b. The County uses the traditional board form of government with a County Administrator. The County is governed by an elected five member Board of Supervisors.
- c. The Professional Engineering & Architectural Firm's principal contact with the County of Fluvanna will be the Director of Public Works, or a designated representative, who will coordinate with the Professional Engineering & Architectural Firm to provide assistance to the County on an as needed basis.
 - i. Wayne Stephens, Director of Public Works
197 Main Street
P.O. Box 540
Palmyra, Virginia 22963
Phone number: (434) 591-1925
Fax Number: (434) 591-1924
E-mail: wstephens@fluvannacounty.org

III. Purpose

- a. The County desires to engage the services of qualified Professional Engineering & Architectural Firm(s) to perform a variety of Professional Engineering & Architectural Services using a Task Order approach. Task Orders shall be issued by the County Administrator as professional services are needed and may include civil engineering & design; architectural design; site planning; construction phase services; inspection services; and associated surveying, environmental, geotechnical, and architectural

services. The awarded firm(s) may also be expected to assist the County with review of 3rd party plans and specifications, as needed.

IV. Scope of Work

- a. The County is seeking written proposals relating to Professional Engineering & Architectural Services for multiple projects. Typical projects may include but are not limited to: evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects.

V. Proposal Format

- a. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- b. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- c. **Cover Letter** - Provide a cover letter cover letter that confirms the Offeror's understanding; of this Request for Proposal and a general understanding of the project.
- d. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should:
 - i. Designate a Project Manager and indicate office location.
 - ii. Include the organization chart, functional discipline, and responsibilities of project team members.
- e. **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- f. **Demonstrated History of Successful Projects** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents.
 - i. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement

may be made without submission of a resume of the proposed replacement for approval by The County.

- g. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- h. **Project Approach - Offeror's Project and Management Approach:**
 - i. The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach to typical projects. The Offeror should discuss in detail the proposed management and project approach for performing any project awarded during the term of the Agreement.
- i. **Representative Projects:**
 - i. This section of the Offeror's Proposal should list and describe representative clients currently served focusing on general engineering projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- j. **Effective Cost Control** - Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
 - i. Describe the Offeror's cost control methodology
 - ii. Describe the approach for reducing project costs
 - iii. Describe the documentation, tracking and reporting system
 - iv. Describe the program for quality control.
- k. **References:**
 - i. Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

VI. Submittal Instructions

- a. Each Offeror shall submit one (1) original and four (4) copies of its proposal.
 - i. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
 - ii. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-

references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

iii. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.

b. Offerors shall not submit estimated man-hours or cost for services with their proposals.

VII. Evaluation & Selection Criteria

a. All proposals received shall be evaluated based upon the evaluation criteria listed below.

- i. Project team qualifications and experience (25 pts.)
- ii. Offeror's project and management approach (20 pts.)
- iii. Representative projects (10 pts.)
- iv. Ability to control project costs (25 pts.)
- v. References (5 pts.)
- vi. Proximity and availability to Fluvanna County (15 pts.)

b. Fluvanna County may arrange for discussions with Offerors submitting proposals for the purpose of obtaining additional information or clarification if needed.

c. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.

d. Based on the consensus rankings, the highest ranked Offeror(s) will be invited to engage in discussions with the Selection Committee that may include, but are not necessarily limited to:

- i. Explanations of the proposed approach
- ii. Work plan
- iii. Non-binding cost estimates
- iv. Qualifications of the Offeror(s)

e. Fluvanna County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of Fluvanna County, Fluvanna County reserves the right to reject the proposal

VIII. Timeline

- | | | |
|--------------------------------|-----------------|------------|
| a. Request for Proposal issued | | 05/13/2013 |
| b. Proposals due by | | 06/06/2013 |
| c. Selected Firm/s Interviewed | (Approximately) | 06/20/2013 |
| d. Contract Award | (Approximately) | 07/04/2013 |

IX. Contract Award

- a. Awards shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County.
- b. In accordance with §2.2-4301.3.a of the Code of Virginia, the agreement shall be for an initial one (1) year term from the date of execution. Upon mutual consent, the County shall have the option to renew the contract up to four (4) additional one (1) year terms contingent upon need and availability of funds.
- c. Under the terms of agreement(s) made pursuant to this RFP, no individual Task Order fee shall exceed \$100,000. The aggregate total of fees for all Task Orders issued during the any term of the A/E Contract shall not exceed \$500,000.
- d. The Owner may, at its sole discretion, renew the Contract for an additional one-year Contract Term provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the next Contract Term shall begin one year from the date of the execution of this Contract, or previous renewal, or the date that the Owner notifies the A/E that the option to renew is being exercised, whichever occurs first. A new aggregate limit of \$500,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. Any unused amounts from the first Contract Term are forfeited and shall not carry forward to the next Contract Term. Subsequent renewals up to a maximum of four (4) one year renewals shall follow the same procedures. The maximum number of renewals is stated in §2.2-4301, *Competitive Negotiations*.
- e. The Offeror shall provide Fluvanna County with original documents, bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with Fluvanna County's word processing and AutoCAD hardware and software. All documents, including computer disks, shall become the property of Fluvanna County upon final payment of all fees to the Consultant as forth for in the contract. The County reserves the right to alter the documents and/or specifications for its purposes, but will provide a properly initialed revision block showing County responsibility for such changes.
- f. The County intends to enter into a contract with the selected firm(s). The County provides no guarantee of the amount of work to be assigned to the selected firm(s) and shall utilize other engineering firms for consulting work.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code § 2.2-4301 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.
 - b. **Bidder/Offeror/Vendor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".
 - c. **Contract:** Any contract to which the County will be a party.
 - d. **Contractor:** Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
 - f. County Administrator: The Fluvanna County Administrator.
 - g. County Attorney: The Fluvanna County Attorney.
 - h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
 - i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
 - j. His: Any references to "his" shall include his, her, their, or its as appropriate.
 - k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
 - l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.
9. **WITHDRAWAL OF BIDS:**
 - a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
 - c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
 - d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
 - e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
 - f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
 - g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. **RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
18. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
21. **VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
22. **CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. **OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations

or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first-class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
 - a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
 - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of previous Contracts or Services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
 - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
 - i. The number and scope of the conditions attached to the Bid;
 - j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
 - k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of non-responsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.
28. **AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsive Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
29. **EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
30. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 132 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
31. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or

Proposal If the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
 - c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
 - d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. **INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
39. **INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability	Medical Payment Comprehensive Collision
Public Liability	\$1,000,000		
Professional Liability	\$1,000,000		
Excess Liability	\$2,000,000	Aggregate Over	Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law		

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. **KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.
- The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.
41. **SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
42. **TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
43. **ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
44. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
45. **NO FINANCE CHARGES:** No finance charges shall be paid by the County.
46. **ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
47. **PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
 - c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
- 48. SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:
- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(ii) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
 - d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
 - e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- 49. RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.
- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public

necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. **TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
 - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.
57. **APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
58. **REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
59. **COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Pluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
60. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
61. **GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
 - f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
 - g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;

- ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
62. **PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.
63. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
64. **VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.
65. **CLAIMS PROCEDURE:**
- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
 - b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
 - c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
 - d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
 - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
 - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
66. **NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. - 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
68. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
69. **INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
70. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
71. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
72. **REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
73. **DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
74. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;

- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. **ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
76. **METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. *PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.*

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA
FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Type or Print Name & Title of Authorized Person

Signature of Authorized Person Submitting This Bid

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the _____ day of _____, 2013

Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

BOWMAN CONSULTING GROUP, LTD.

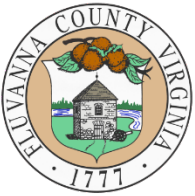
**SCHEDULE "B"
2013 SCHEDULE OF HOURLY RATES**

Expert Research, Prep & Testimony.....	\$285.00/hour	Senior Geologist.....	\$160.00/hour
Principal.....	\$230.00/hour	Staff Geologist.....	\$120.00/hour
Vice President – BDA....	\$230.00/hour	Soil Technician.....	\$ 65.00/hour
Branch Manager.....	\$190.00/hour	Certified Arborist.....	\$130.00/hour
Department Executive.....	\$190.00/hour	Senior GIS Specialist.....	\$160.00/hour
Department Manager.....	\$170.00/hour	GIS Technician.....	\$110.00/hour
Team Leader....	\$160.00/hour	Senior Environmental Scientist.....	\$130.00/hour
Senior Project Manager.....	\$160.00/hour	Environmental Scientist 1.....	\$120.00/hour
Project Coordinator....	\$130.00/hour	Environmental Scientist 2.....	\$110.00/hour
Project Manager.....	\$130.00/hour	Environmental Scientist 3.....	\$ 95.00/hour
Assistant Project Manager.....	\$117.00/hour	Senior Traffic Engineer.....	\$160.00/hour
Engineer 1.....	\$120.00/hour	Traffic Engineer 1.....	\$140.00/hour
Engineer 2.....	\$110.00/hour	Traffic Engineer 2.....	\$120.00/hour
Engineer 3.....	\$ 95.00/hour	Traffic Engineer 3.....	\$100.00/hour
Designer 1.....	\$100.00/hour	Traffic Technician.....	\$ 90.00/hour
Designer 2.....	\$ 85.00/hour	Traffic Counter.....	\$ 40.00/hour
Designer 3.....	\$ 75.00/hour	Right of Way Specialist 1.....	\$150.00/hour
Licensed Surveyor.....	\$130.00/hour	Right of Way Specialist 2.....	\$120.00/hour
Computer Tech 1.....	\$110.00/hour	Right of Way Specialist 3.....	\$ 95.00/hour
Computer Tech 2.....	\$ 85.00/hour	Right of Way Technician.....	\$ 65.00/hour
Computer Tech 3.....	\$ 65.00/hour	Architect III.....	\$ 80.00/hour
CADD Drafter 1.....	\$100.00/hour	Utility Coordinator.....	\$130.00/hour
CADD Drafter 2.....	\$ 85.00/hour	Survey Field Crew.....	\$135.00/hour
CADD Drafter 3.....	\$ 70.00/hour	Survey Field Crew-1man.....	\$100.00/hour
CADD Drafter 4.....	\$ 60.00/hour	Field Coordinator.....	\$125.00/hour
Land Planner 1.....	\$120.00/hour	3D Laser Scanning....	\$110.00/hour
Land Planner 2.....	\$110.00/hour	Scanning Office Technician	\$110.00/hour
Land Planner 3.....	\$ 95.00/hour	Clerical.....	\$ 60.00/hour
Landscape Architect 1.....	\$105.00/hour		
Landscape Architect 2.....	\$ 95.00/hour		
Landscape Architect 3.....	\$ 80.00/hour		
Junior Landscape Architect.....	\$ 64.00/hour		
Senior Soil Scientist.....	\$190.00/hour		
Staff Soil Scientist.....	\$120.00/hour		



Aerial Survey for Zion Crossroads Water & Sewer System Design

December 16, 2015



Finances Overview

Project Funding Approvals To Date

\$575,000	Approved in FY14 CIP (Cash)
\$ 46,000	Approved RK&K PER Services
\$430,695	Approved Task Orders with Dewberry

\$ 98,305	Remaining Funds Available
<u>\$34,560</u>	Cost of proposed Aerial Survey

A separate task order, for ground surveying, will be presented at a later date.



Questions?

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 2015

AGENDA TITLE:	Addendum to the Interjurisdictional Agreement Regarding the James River Water Pipeline				
MOTION(s):	<p>I move to ratify Addendum No. 1 to the October 1, 2013, "AGREEMENT BETWEEN LOUISA COUNTY, VIRGINIA, FLUVANNA COUNTY, VIRGINIA, THE LOUISA COUNTY WATER AUTHORITY AND THE JAMES RIVER WATER AUTHORITY REGARDING THE JAMES RIVER WATER PIPELINE," in order more clearly to express the intent of the parties, their respective rights and duties thereunder and to protect the public health, safety and general welfare of the citizens of Louisa and Fluvanna Counties.</p>				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	<p>This supplement to the Agreement of October 1, 2013, more clearly to expresses the intent of the parties, their respective rights and duties thereunder and to protect the public health, safety and general welfare of the citizens of Louisa and Fluvanna Counties. The terms of this Addendum shall not be deemed to amend the Agreement except as expressly stated herein, and the rights and obligations of the parties Agreement shall in all other respects be unchanged.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Clarifies rights and responsibilities.				
LEGISLATIVE HISTORY:	The Interjurisdictional Agreement was approved October 1, 2013, and signed by all parties.				
ENCLOSURES:	<ul style="list-style-type: none"> • Draft Addendum No. 1 • Interjurisdictional Agreement, Oct 1, 2013 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

ADDENDUM NO. 1 TO

**“AGREEMENT BETWEEN LOUISA COUNTY, VIRGINIA, FLUVANNA COUNTY,
VIRGINIA, THE LOUISA COUNTY WATER AUTHORITY AND THE JAMES RIVER
WATER AUTHORITY REGARDING THE JAMES RIVER WATER PIPELINE”
DATED OCTOBER 1, 2013**

November ____, 2015

The parties hereby agree to supplement the Agreement among them, dated October 1, 2013, as follows, in order more clearly to express the intent of the parties, their respective rights and duties thereunder and to protect the public health, safety and general welfare of the citizens of Louisa and Fluvanna Counties. The terms of this Addendum shall not be deemed to amend the Agreement except as expressly stated herein, and the rights and obligations of the parties to the Agreement shall in all other respects be unchanged.

1. Louisa County and LCWA will design and construct the system to be able to deliver not less than 400,000 gallons per day of treated water to Fluvanna County’s Zion Crossroads connection point. Louisa County and LCWA will make all reasonable efforts to complete construction of the project in an expeditious manner by December 31, 2018.

2. Treated water will be provided to Fluvanna County at LCWA’s standard rate for commercial customers.

3. LCWA agrees to provide additional treated water capacity reservation for Fluvanna County when requested, absent a valid utility-related reason why such capacity cannot be reserved.

4. If additional capacity is not available within the then-existing capabilities of the system, LCWA will consider Fluvanna County capital contributions for treatment plant and other system expansion(s) at the time of the request for such additional capacity reservations. Depending on the financial factors in such a transaction, rate reductions may be considered.

Witness the following signatures and seals.

FOR LOUISA COUNTY, VIRGINIA:

APPROVED NOV 16, 2015

Date: _____

Chairman, Board of Supervisors

FOR FLUVANNA COUNTY, VIRGINIA:

APPROVED NOV 18, 2015

Date: _____

Chairman, Board of Supervisors

FOR LOUISA COUNTY WATER AUTHORITY:

APPROVED NOV 18, 2015

Date: _____

Chairman, Board of Directors

FOR THE JAMES RIVER WATER AUTHORITY:

APPROVED DEC 1, 2015

Date: _____

Chairman, Board of Directors

APPROVED AS TO FORM:

Attorney for Louisa County

County Attorney for Fluvanna County

Louisa County Water Authority Attorney

James River Water Authority Attorney

**AN AGREEMENT BETWEEN LOUISA COUNTY, VIRGINIA, FLUVANNA COUNTY,
VIRGINIA, THE LOUISA COUNTY WATER AUTHORITY, AND THE JAMES RIVER
WATER AUTHORITY REGARDING THE JAMES RIVER WATER PIPELINE**

Dated as of October 1, 2013

AGREEMENT

This Agreement ("Agreement") is made and entered into this first day of October, 2013, by and between LOUISA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia with powers vested in its Board of Supervisors ("Louisa"), FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia with powers vested in its Board of Supervisors ("Fluvanna"), the LOUISA COUNTY WATER AUTHORITY, a political subdivision of the Commonwealth of Virginia and a water authority created under the Virginia Water And Waste Authorities Act with powers vested in its Board of Directors ("LCWA"), and the JAMES RIVER WATER AUTHORITY, a political subdivision of the Commonwealth of Virginia and a water authority created under the Virginia Water and Waste Authorities Act with powers vested in its Board ("JRWA").

WHEREAS, Louisa, Fluvanna, LCWA, and JRWA (each a "Party" and collectively "the Parties") mutually desire to enter into this Agreement for the purpose of delineating their respective rights and duties regarding a water pipeline (the "James River Pipeline" or "Pipeline") from a point on the James River near the Town of Columbia to a point in Louisa County;

WHEREAS, the Parties wish to work cooperatively to provide a reliable public water supply to the citizens of Louisa and Fluvanna Counties;

WHEREAS, the Parties recognize that the current Virginia Department of Environmental Quality ("DEQ") water withdrawal permit held by JRWA for the Brems Bluff area ("the Brems Bluff Permit") should be moved to an area near the Town of Columbia ("the Columbia Permit");

WHEREAS, the planning, design, acquisition of real property, and construction of the James River Pipeline will require, among other things, a great deal of planning, engineering work, and site acquisition;

WHEREAS, the cost of the James River Pipeline may run into the tens of millions of dollars, and bonds may be necessary; and

WHEREAS, LCWA and JRWA have authority to enter this Agreement with one another and with each of the Counties, under Va. Code §§ 15.2-5114(11), 15.2-5115, and 15.2-5147, Fluvanna and Louisa may enter into this agreement pursuant to Va. Code § 15.2-5147 as regarding the authorities, and with each other pursuant to Va. Code § 15.2-2148;

NOW THEREFORE, in consideration of \$10.00, cash in hand paid, as well as the mutual covenants, warranties, and agreements set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Covenants Of The Parties

Subject to the terms and conditions of this Agreement, the Parties mutually covenant and agree that:

1.1 Funding of Property Acquisition, Design, and Construction

(a) *JRWA.*

- i. JRWA agrees to fund, construct, operate, and maintain the James River intake and associated structures, the James River pipeline from the intake facility to a point near Route 6 west or north of the Columbia Community Planning Area (CPA), as the CPA is shown on the Fluvanna County Comprehensive Plan at the date of execution of this Agreement, as well as “T” connections and valves to allow Fluvanna and Louisa/LCWA connection to the JRWA system. The precise location of the point will be determined and agreed by the Parties at a later date based on engineering, planning, legal, and other considerations. JRWA will also bear the cost of the acquisition of all real property rights necessary to build the portion of the James River Pipeline that it will own, as laid out in Section 1.2(a), below.
- ii. JRWA may fund its portion of the cost of the activities set out in Section 1.1(a)(i), above, through any lawful means including by issuance of bonds, through a direct contribution from Fluvanna and Louisa, or charge a connection fee and/or periodic water reservation charge to Fluvanna and Louisa proportional to its flow reservation. The amount of the charge which will be fairly and reasonably calculated to amortize the cost of constructing, operating, and maintaining the portion of the James River Pipeline referenced in Section 1.1(a)(i), above. JRWA is encouraged to apply for grants, gifts, subsidized loans, and other sources of funding.
- iii. The fixed baseline operations and maintenance (“O&M”) costs of JRWA property, incurred in the absence or regardless of flow, will be split evenly between Fluvanna and Louisa/LCWA. The variable O&M costs which can be attributed to water flows will be proportionally split based on actual water flow to each party, regardless of each party’s actual customer location.

(b) *Fluvanna.*

- i. If, after the effective date of this Agreement but prior to the start of final design of the Pipeline, Fluvanna identifies a location on the Louisa portion of the James River Pipeline at which Fluvanna desires to make a “T” connection, Louisa agrees to construct such “T” connection and the necessary increased pipe capacity, including any associated design, construction, and acquisition costs, at no cost to Fluvanna. The precise location of the point will be determined and agreed by the Parties at a later date based on engineering, planning, legal, and other considerations.

- ii. In the event that Fluvanna decides to make additional connections to the James River Pipeline beyond the ones described in Sections 1.1(a)(i) and 1.1(b)(i) above, Fluvanna agrees to pay the incremental increase in costs of design, construction, and property acquisition up to the location of the additional “T” connections, plus the marginal cost of the additional “T” connections over the cost of a straight pipe, to that location.
 - iii. If, after design of the Pipeline has begun, Fluvanna identifies additional locations at which it desires to make a “T” connection to the James River Pipeline, Fluvanna agrees to pay Louisa/LCWA a fair and reasonable periodic reservation fee for the conveyance of the water to that point on the line. The amount of the fee will be fairly and reasonably calculated to amortize the incremental costs of design, construction, and property acquisition and ongoing O&M costs proportional to the flow capacity of the water reserved to Fluvanna.
- (c) *Louisa & LCWA.*
- i. Louisa and LCWA agree to fund, construct, operate, and maintain the James River Pipeline from a point near Route 6 west or north of the Columbia Community Planning Area (CPA), as the CPA is shown on the Fluvanna County Comprehensive Plan at the date of execution of this Agreement (*see* Section 1.1(a), above).
 - ii. Louisa and LCWA agree that they will fund and acquire all real property rights necessary to build the portion of the James River Pipeline that they will own, as laid out in Sections 1.2(a) and (b), below.
- (d) *Route of the Pipeline.* The Parties agree that Attachment A to this Agreement shows the general or approximate location of the James River Pipeline. The specific location will be determined by the Parties in accordance with engineering, planning, legal, and other considerations at a later date. The Party that is contemplated to have responsibility for O&M under this Agreement will have final responsibility for choosing the specific route of the Pipeline. The specific route must substantially conform to the general or approximate location shown on Attachment A unless otherwise specifically agreed by the Parties.

1.2 Ownership

- (a) *In General.* The Parties agree that they will each own such real and personal property as they each acquire or construct, subject to the limitations and specific procedures set forth in this subsection.
- (b) *Property of Louisa/LCWA.* All real and personal property to be acquired, constructed, operated, and maintained by either Louisa or LCWA under

this Agreement may be acquired, constructed, operated, maintained, and owned by either Louisa or LCWA under the terms of whatever operating agreement(s) may be operative between them.

1.3 Reservation of Capacity

- (a) *In General.* This Agreement contemplates that allocation of water between Fluvanna and Louisa will be in accordance with the needs of each county as established and agreed in the Columbia Permit water withdrawal application and DEQ's summary findings of need regarding the Columbia Permit.
- (b) *Temporary Reallocation.* Raw water capacity may be reallocated on a temporary basis. Costs and terms for such temporary reallocations will be fair and reasonable in accordance with law and will be determined by JRWA on request by any of the Parties.
- (c) *Bulk Purchases.* In lieu of or in addition to the procedures laid out in Section 1.2 above for allocation of ownership of the Pipeline, Fluvanna may purchase raw or finished water from Louisa/LCWA, or Louisa/LCWA may purchase raw or finished water from Fluvanna, at a mutually agreed bulk rate. Such rates will be fair and reasonable in accordance with law and will be determined by JRWA on request by any of the Parties.
- (d) *Future Expansion to Columbia Permit.* Unless otherwise agreed by the Parties, if at any time any Party seeks an expansion of the Columbia Permit, JRWA will make such application and be reimbursed by the Party or Parties seeking an expansion. The expansion in the withdrawal permitted by the Columbia Permit will then be reserved to the Party or Parties seeking the expansion.

1.4 Comprehensive Planning, Zoning, and Other Approvals.

- (a) *Fluvanna County Comprehensive Plan.* Fluvanna will take all necessary and legally permissible steps to determine consistency with and/or amend its Comprehensive Plan so as to make the James River Pipeline shown on Attachment A to this Agreement a feature whose general or approximate location, character, and extent are shown on its Comprehensive Plan in accordance with Va. Code Ann. § 15.2-2232 (2012). A determination of substantial conformance or appropriate amendments to the Fluvanna Comprehensive Plan will be completed by November 30, 2013.
- (b) *Fluvanna County Zoning Ordinance.* Fluvanna will take all necessary and legally permissible steps to ensure that the James River Pipeline and its facilities are and remain permitted under its Zoning Ordinance.

- (c) *Local Permits.* JRWA and Louisa/LCWA will obtain construction permits for their portions of the intake, supporting structures, and the James River Pipeline and will make all reasonable efforts to restore all property to its condition prior to the construction or maintenance of the Pipeline.
- (d) *Conservation Easements and Agricultural & Forestal Districts.* To the extent the James River Pipeline passes through an area that is subject to a County conservation easement or an agricultural and forestal district, all Parties agree to take all necessary and legally permissible steps necessary to permit the Pipeline in said area or district.
- (e) *Consent to Use of Property and Power of Eminent Domain.* By executing this Agreement, Fluvanna authorizes JRWA and LCWA to establish, construct, use and maintain the facilities contemplated in this Agreement, and to use the power of eminent domain within its jurisdiction for the purposes contemplated in this Agreement, as required by Va. Code Ann. § 15.2-5114(6) (2012).

1.5 Cooperation on State and Federal Regulatory Approvals.

- (a) *Withdrawal Permit.* JRWA agrees that it will apply for, and pay all costs associated with acquiring, the Columbia Permit. The Parties mutually agree that in pursuit of such permit, JRWA may relinquish the Bremo Bluff Permit. The Parties agree to take all reasonable and legally permissible steps to support JRWA's application.
- (b) *State Board of Health.* The Parties mutually agree to take all necessary and legally permissible steps to obtain the permit from the State Board of Health required by Va. Code Ann. § 32.1-172 (2011).
- (c) *Further Cooperation.* The Parties mutually agree to take all necessary and legally permissible steps to obtain any other local, state, or federal approvals necessary for the James River Pipeline and related facilities.

1.6 Litigation Cooperation.

- (a) *Third Parties.* Notwithstanding anything to the contrary contained in this Agreement, if any action or proceeding by any third party is instituted or threatened to be instituted challenging any transaction or action contemplated by this Agreement, the Parties will mutually use their reasonable best efforts to (i) contest, resist, or resolve any such proceeding or action and (ii) have vacated, lifted, reversed, or overturned any injunction adverse to the Parties or any one thereof resulting from such proceeding or action.
- (b) *Eminent Domain.* The Parties agree that they will mutually use all necessary and legally permissible means for the acquisition of property,

including, but not limited to, easement rights as contemplated in this Agreement at the lowest reasonable price.

- (c) *Obtaining Permits.* If litigation becomes reasonably necessary in order to obtain any of the permits necessary for the objects contemplated in this Agreement, the Parties will mutually use their reasonable best efforts and take all necessary and legally permissible steps to prosecute such litigation to a successful conclusion.

2. Representations And Warranties.

Each of the Parties represents and warranties to the other Parties as follows:

- (a) *Organization in Good Standing.* Each of the Parties is a political subdivision of the Commonwealth duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. In particular, and without limitation, Fluvanna, Louisa, and JRWA stipulate and agree that the rights and obligations of the Parties set forth in this Agreement are consistent with JRWA's purpose and powers as set forth in Paragraph 4 of its Articles of Incorporation.
- (b) *Authorization and Enforceability.* Each of the Parties has the full power and lawful authority, through its governing body, to execute this Agreement and perform its obligations contemplated herein and has duly and validly authorized the execution of this Agreement.

This Agreement constitutes the legal, valid, and binding obligation of each of the Parties, enforceable against each of the Parties in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization, or affecting creditor's rights generally.

- (c) *Noncontravention.* The Parties' performance of the obligations contemplated by this Agreement will not (i) require any further approvals or consents from any third party other than those approvals or consents mandated by law, ordinance, or regulation in effect as of the date of this Agreement; (ii) violate any law, ordinance, or regulation; or (iii) conflict with or result in a breach of, or constitute a default under, any contract, lease, permit, or other agreement or commitment to which any of the Parties is a party; except where the approvals, consents, violations, or conflicts would have no effect on the ability of any Party to fully consummate all terms of this Agreement.
- (d) *Budgets.* Each of the Parties is responsible for keeping its own budgets relating to this Agreement.

3. Termination.

- 3.1 This Agreement may be terminated only as follows:
- (a) By mutual written consent of all Parties;
 - (b) By any Party, if any state or federal approval necessary to its performance under the terms of this Agreement is refused by a final decision not subject to appeal following diligent pursuit thereof; or
 - (c) By any Party, upon a material breach by any other Party of any covenant, warranty, representation, agreement, or provisions of this Agreement that has not been (i) cured within 30 days after a non-breaching Party gives written notices of said breach to the breaching Party; or (ii) waived by the non-breaching Party.
- 3.2 The effect of termination of this Agreement will be as follows:
- (a) Each Party's right of termination under Section 3.1 of this Agreement is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies.
 - (b) If this Agreement is terminated pursuant to Section 3.1 of this Agreement, all further obligations of the Parties under this Agreement will terminate.

4. Remedies.

- 4.1 Specific Performance.
- (a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached.
 - (b) The Parties agree that, in the event that there is a disagreement between them regarding compliance with the terms and conditions of this Agreement, prior to filing any suit the disagreement will be submitted by the Parties to a neutral mediator for at least 60 days for assistance in reaching a resolution of the disagreement satisfactory to all Parties.
 - (c) Each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant, warranty, or obligation contained in this agreement, the non-breaching Parties will be entitled (in addition to any other remedy that may be available, whether in law or equity) to seek and obtain (i) a decree or order of specific performance to enforce the observation and performance of such covenant, warranty, or obligation, and (ii) an injunction restraining such breach or threatened breach.

5. Miscellaneous.

- 5.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior oral or written agreements, understandings, representations, and warranties, as well as courses of dealing among the Parties.
- 5.2 Amendment. This Agreement may be amended or modified only by a writing executed by all Parties.
- 5.3 Extension or Waiver of Performance. The Parties may jointly extend the time or waive the performance of any of the obligations of any other, waive any inaccuracies in the warranties or representations made by the other, or waive compliance with any of the covenants, conditions, or agreements contained in this Agreement, provided that any such extension or waiver must be in writing and signed by all other Parties in the case of a waiver, or by all Parties in the case of an extension.
- 5.4 Assignment or Delegation. No Party shall assign, delegate, or otherwise transfer any of its duties, rights, or obligations under this Agreement without the prior written consent of all other Parties.
- 5.5 Successors and Assigns; Binding Effect. This Agreement is binding on, and inures to the benefit of, the Parties and their respective successors and permitted assigns.
- 5.6 Governing Law. This Agreement is to be governed and construed under the laws of the Commonwealth of Virginia.
- 5.7 Notices. All notices provided in this Agreement must be in writing, and may be delivered in person; sent by U.S. registered and certified mail, return receipt requested; or sent by Federal Express or other nationally-recognized overnight courier from which a receipt may be obtained to the chief administrative officer and chief legal counsel of each of the other Parties.
- 5.8 Construction. In the event of any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Any reference to any federal, state, local, or foreign statute shall be deemed to refer to all statutes, rules, and regulations referenced therein or promulgated thereunder, unless the context requires otherwise.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context may require. The word "including" means included, without limitation.

- 5.9 Remedies. The remedies afforded in this Agreement are cumulative to each other and to all other remedies provided by law.
- 5.10 Time of the Essence. Where a specific date or time is stated in this Agreement, time is of the essence of this Agreement.
- 5.11 Waiver. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement will impair any such right, power, or remedy; nor shall it be construed as a waiver of or acquiescence in such breach or default, or any similar breach or default occurring later; nor shall any waiver of a single breach or default be deemed a waiver of any other breach or default occurring before or after the waiver.
- 5.12 Jurisdiction and Venue. Each Party irrevocably submits to the exclusive jurisdiction of the Circuit Courts for Louisa County and Fluvanna County, at the option of the plaintiff in such suit, and the appellate courts therefrom, for the purposes of any suit or action arising out of this Agreement.
- 5.13 Third-Party Beneficiaries. Nothing herein expressed or implied is intended or should be construed to confer on or give to any person other than the Parties any rights or remedies under or by reason of this Agreement.
- 5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[Signatures Appear on Next Page]

FOR LOUISA COUNTY, VIRGINIA:

[Signature]
Chairman, Board of Supervisors

Date: Oct 1, 2013

FOR FLUVANNA COUNTY, VIRGINIA:

[Signature]
Chairman, Board of Supervisors

Date: 02 Oct 2013

FOR THE LOUISA COUNTY WATER
AUTHORITY:

[Signature]
Chairman, Board of Directors

Date: 10.9.13

FOR THE JAMES RIVER WATER
AUTHORITY:

[Signature]
Chairman, Board of Directors

Date: 15 Oct 13



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 12/16/15

AGENDA TITLE:	FY16 Supplemental Budget Appropriation for Fork Union Community Center Roof Replacement CIP Project				
MOTION(s):	I move the Board of Supervisors approve a FY16 supplemental appropriation of \$55,000.00 for the Fork Union Community Center Roof Replacement CIP budget, from Unassigned Fund Balance.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Wayne Stephens, Public Works Director				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The current Capital Improvements Plan allocates \$62,620 for replacement of the membrane roof on the Fluvanna Community Center in Fork Union. In addition to hosting activities sponsored by the Department of Parks & Recreation and other organizations, the building also houses the County Extension Office and several Parks & Rec personnel. During detailed inspections pursuant to bidding out the roof project, we discovered that the extent of rot in the wooden roof sheathing was greater than initially estimated. Also, the parapet wall which surrounds the roof was found to be in a state of serious deterioration and disrepair and we determined that the building's gutters & downspouts were in need of replacement. Finally, we found several now-superfluous ventilation fans on the roof which should be removed. The extent of these repairs is well beyond the initial scope of the roof replacement project. However, prudence dictates that this work be completed at the same time. Delaying these additional repairs will both endanger the newly replaced roof and be more costly than combining the work in to a single project. Immediate approval of this funding is respectfully requested.</p> <ul style="list-style-type: none"> • Replacement of deteriorated roof sheathing and insulation \$5,500 • Repairs to parapet wall, entrance cladding and fascia \$44,000 • Replace gutters and downspouts \$3,500.00 • Deactivate and remove existing, unneeded roof fans \$ 2,000 				
FISCAL IMPACT:	Increase the FY16 Fork Union Community Center Roof Replacement CIP budget from \$62,620 to \$117,620 and will authorize staff to appropriate the additional revenue and expense.				

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16,2015

AGENDA TITLE:	Approval of the contract for Roof Replacement at the Fork Union Community Center				
MOTION(s):	I move the Board of Supervisors approve the agreement between Baker Roofing and the County of Fluvanna, to replace and repair the roof of the Fork Union Community Center Totaling \$105,879, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>In addition to hosting activities sponsored by the Department of Parks & Recreation and other organizations, the building also houses the County Extension Office and several Parks & Rec personnel.</p> <p>IFB was issued in October 2015 for the Roof Replacement. We received 4 bids from various qualified companies. Baker Roofing was found to be the least expensive responsible and responsive bid.</p> <p>This contract covers replacement of the Membrane roof, including Sheathing and insulation, as well as repairs to the Parapet Wall, entrance cladding and Facia.</p>				
FISCAL IMPACT:	\$62,620 Approved FY2015CIP. \$55,000 Requested Additional Funds.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contract with Exhibit 1 - IFB 2016-01 Exhibit 2 - Contractors response				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		X

COUNTY OF FLUVANNA, VIRGINIA

**CONTRACT FOR ROOF REPLACEMENT – FLUVANNA COUNTY COMMUNITY
CENTER BUILDING**

This Contract for Roof Replacement – Fluvanna County Community Center Building (the “**Contract**”), is made this ___ day of _____, 201__ between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Baker Roofing of Norfolk, LLC, a Virginia limited liability company, doing business as Baker Roofing Company and Baker Roofing of Richmond (“**Contractor**”).

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

I. SCOPE OF SERVICES: The Contractor shall provide all labor, service and materials to replace the roof at the Fluvanna County Community Center Building so as to meet or exceed the requirements of: (i) the Invitation for Bids dated October 22, 2015, IFB Number 2016-01, as amended by Addendum #1 and Addendum #2, dated October 30, 2015 and November 4, 2015, respectively, (collectively, as amended, the “**IFB**”), which is attached hereto and incorporated herein by reference as a material part of this Contract as **Exhibit 1**; and (ii) the Contractor’s Bid in response to the IFB (the “**Bid**”), which Bid is attached hereto and incorporated herein by reference as a material part of this Contract as **Exhibit 2**. The labor, services, materials and other requirements of the IFB and Bid are hereinafter collectively referred to as the “**Materials and Services**”. The Materials and Services must be furnished by Contractor in a good and workmanlike manner and so as to pass without exception in the trade. The Materials and Services include at minimum a 2 year warranty on all labor performed to complete project as well as a 20 year Manufacturer’s NDL Warranty; and such shall be in addition to any warranty required under the IFB or Bid.

II. COMPENSATION: The Contractor shall be paid a total of ONE-HUNDRED FIVE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$105,879.00) for the Materials and Services in accordance with the Bid Form, being a part of the Bid. If necessary and only upon written approval by the County to proceed, replacement of wet or deteriorated insulation (labor overhead and profit included) shall be completed at an additional cost of \$2.15 per square foot. If necessary and only upon written approval by the County to proceed, replacement of deteriorated wood deck (labor overhead and profit included) shall be completed at an additional cost of \$6.00 per square foot. All such payments shall be made in accordance with the Bid Form, and Section 47 “Payment” of the General Terms, defined below, and in no event shall Contractor be paid prior to the Completion Date, as defined below in Section IV.

III. OTHER CONTRACT TERMS: The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors included as pages 8 to 33 of the IFB (the “General Terms”), being a part of Exhibit 1 hereto, are specifically incorporated herein by reference as material terms of this Contract. Where any of the General Terms, the IFB or the Bid, directly conflict with any of the specific terms of this Contract, this Contract shall control.

IV. PERIOD OF PERFORMANCE: All Materials and Services are to be installed, operational and in compliance with this Contract, the IFB and the Bid to the satisfaction of the County within forty-nine (49) days after execution of this Contract by the County. The date that all Materials and Services are installed, including any optional work on the insulation or deteriorated wood deck, operational and in compliance with this Contract, the IFB and the Bid to the satisfaction of the County is the “**Completion Date**”.

V. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

With a Copy to:
Mr. Frederick W. Payne, Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

Contractor:

Baker Roofing of Richmond
ATTN: Glen Worthington, Sales Manager
1800 Battery Dantzler Road
Chester, VA 23836
Telephone (804) 425-5362
FAX (804) 425-5365

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

Witness the following duly authorized signatures and seals:

Baker Roofing of Norfolk LLC,
a Virginia limited liability company

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney

**COUNTY OF FLUVANNA, VIRGINIA
INVITATION FOR BIDS
ROOF REPLACEMENT – FLUVANNA COUNTY COMMUNITY CENTER BUILDING**

Issue Date: October 22, 2015
Due Date & Time: November 5, 2015 @ 2:00 p.m. local prevailing time
IFB #: 2016-01
Bid Opening Location: Fluvanna County Administration Building
132 Main Street, 2nd floor
Palmyra, VA 22963

Issuing Department: County of Fluvanna
Department of Public Works
197 Main Street
Palmyra, VA 22963

Technical Inquires/Procurement Contact:
Fluvanna County, Department of Finance
Cyndi Toler, Purchasing Officer
132 Main Street
Palmyra, VA 22963
Telephone: (434) 591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

Submittal Location: Fluvanna County Finance Department
Attn: Cyndi Toler, Purchasing Officer
132 Main Street
Palmyra, VA 22963

The Fluvanna County Board of Supervisors (hereinafter the "County") is requesting competitive sealed bids from qualified licensed and insured firms to remove, repair, and replace the roof on the Fluvanna Community Center located at 5725 James Madison Highway, Fork Union, VA 23055. The firm shall have the necessary expertise in roof replacement and repair to complete the scope of work outlined herein.

Bid documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 1st floor, Palmyra, VA 22963 or by clicking on the following link <http://www.fluvannacounty.org/services/finance/procurement/solicitations>. All bids that are delivered via mail must be addressed to the "Submittal Location" listed above. Any bids that are hand delivered must be turned into the "Submittal Location" listed above. Any bids that are turned in late will be rejected and returned unopened. Any bids sent in via facsimile, telephone, or email shall not be considered.

A pre-bid conference will be held on Thursday, the 29th day of October, 2015 at 11 a.m. at the Fluvanna Community Center located at 5725 James Madison Highway, Fork Union, VA 23055. Firms who cannot attend must make arrangements prior to this meeting to inspect the property.

All bids must be submitted no later than 2:00 p.m. on Thursday, November 5, 2015.

Exhibit 1

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I. PURPOSE

The purpose of this Invitation for Bid (also referred to herein as "IFB") is to seek competitive sealed bids from qualified firms to provide any and all work, services and materials necessary to remove, repair, and replace the roof on the Fluvanna Community Center located at 5725 James Madison Highway, Fork Union, VA 23055 in accordance with the Scope of Work below and the provisions of this Invitation for Bid (the "project").

II. SCOPE OF WORK

The Contractor shall provide all necessary labor, materials, tools, equipment, supervision, services, work or other necessary services to complete the following work on the project:

i. Roof Replacement

1. The existing roof composition is a modified bitumen roof, fiberglass insulation over a built up and gravel roof system with a wood deck substrate. It is the responsibility of the contractor to verify the roof core prior to bidding the project.
2. Load materials onto the roof and set up the necessary safety equipment.
3. Remove the existing modified roofs down to the original built up roof and dispose of properly.
4. Remove and replace any wet or deteriorated insulation. The replacement cost shall be based upon a per square foot price. All costs (materials, labor, overhead, and profit) associated with replacing any wet or deteriorated insulation shall be included into the square foot pricing.
 - a. The Contractor shall immediately notify the Owner of any deteriorated materials prior to replacement.
 - b. The Owner shall approve any additional work. Any additional work that is performed by the Contractor that has not been approved by the Owner shall not be paid and the Contractor will not be reimbursed.
5. Remove and replace any deteriorated wood deck. The replacement cost shall be based upon a per square foot price. All costs (materials, labor, overhead, and profit) associated with replacing the wood decking shall be included into the square foot pricing.
 - a. The Contractor shall immediately notify the Owner of any deteriorated materials prior to replacement.
 - b. The Owner shall approve any additional work. Any additional work that is performed by the Contractor that has not been approved by the Owner shall not be paid and the Contractor will not be reimbursed.
6. Remove the nonfunctioning roof fans and curbing.
7. Over the prepared roof sections mechanically fasten 1.5" polyisocyanurate insulation in accordance with the manufacturer's specifications.
8. Over the newly applied insulation apply a new .060 Mechanically Fastened Carlisle TPO Roof System.

9. Flash all walls, projections, and roof curbs in accordance with the manufacturer's specifications. The wall flashings are to be carried up and over the stone coping in preparation to receive a new metal termination of coping, drip edge or gravel stop.
10. Install new wooden nailer along the gutter edge and any area without a parapet wall in preparation to receive new metal edge. In areas where nailer is required for the metal coping, install as required.
11. Remove existing downspouts, gutters, and fascia and install new wooden fascia, painted both sides, to match the existing. Replace and prime any missing or rotten soffit. (New gutters and downspouts to be furnished and installed by others.).
12. Install new 24 gauge Kynar finished coping, gravel stop, drip edge and counter flashing where applicable. The coping color to be chosen by owner from the standard Kynar color chart.
13. Upon completion of the roof project remove all job related materials and debris.
14. At minimum, any and all manufacturer's warranties for supplies used in the project shall be assigned to and benefit the County, and a 2-year contractor's roofing warranty and a 20-year Carlisle manufacturer's NDL warranty shall be issued in the name of the County upon completion of work.
15. All work shall be performed in accordance with the means and methods required to maintain the manufacturer's 20-year roofing warranty.

ii. **Restoration**

1. Repair of Masonry Parapets - The front and sides have a low parapet; the masonry deterioration is primarily focused in the outer side of the parapets. The mortar has become dis-bonded and is being displaced out of the wall. The repair approach for this is to perform a full tuck pointing of the parapet front side, removal of all mortar to a 1" minimum depth and repointing using a historically appropriate mortar mix, color and texture matched to the original.
2. Repair of Cast Parapet Caps:
 - a. The cast concrete parapet caps show limited signs of deterioration, with at least ten (10) units needing repair and resurfacing. The repair method is to remove delaminated and deteriorated concrete, clean excavation and install a pinned concrete repair to reinstate the original profile of the cap.
 - b. All butt joints in coping caps will be re-caulked.

3. Repair of Area Based, Cracks at areas of stair cracked brick repair using ABCR process. Area Based Crack Repair includes:
 - a. Remove cracked brick and bed, head and top mortar.
 - b. Lay new (reclaimed) brick in full mortar bed, fully filled head and top joint
 - c. Inset ¼" stainless steel threaded rods 18" long centered on crack, every other bed joint to impart additional load transfer across weakened plane.
 - i. Rout mortar to 1" deep
 - ii. Tuck point first ¼" lift
 - iii. Pack in T Rod
 - iv. Point out to final face, strike
 - e. Install stainless steel stitch rods into the bed joints to allow proper load transfer across the wall crack, repoint all dis-bonded mortar and replace cracked bricks. There are 2 locations for this repair, both on the eastern most corner.

4. Repair and Repoint Cast Veneer Panels
 - a. There are cracked and settling cast stone veneer panels surrounding the main entry.

 - b. Repoint all joints in the panel assembly, including installing retrofit reinforcing ties across the cracks to provide added strength.

 - c. Carve a shallow (1") relief into the panel perpendicular to the crack, spaced at 12" apart, embed stainless steel rods fully embedded in epoxy and dress the repair and crack using a matching mortar (Conproco Mimic).

 - d. The joints and holes are to be repointed using a historically accurate lime based repair mortar.

 - e. After using Conproco Mimic for the repair / build out, overcoat using Conproco MimicTR as a finish coating.

 - f. Color selections to be approved by Owner.

III. ADDITIONAL REQUIREMENTS

1) The Contractor shall:

- a) Possess a valid Class "A" contractor's license with the appropriate specialty services as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform electrical services.
- b) Be responsible for providing quality roof and restoration services in accordance with industry standards, plans, directions and instructions as provided by the Issuing Department and the County.
- c) Assign a Supervisor to the project who shall be the main point of contact for the project.
- d) Assure and guaranty that all equipment, materials, and installation work shall conform to the Virginia Uniform Statewide Building Codes, OSHA, and this IFB.
- e) Agree to all of the provisions of the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors attached to this Invitation for Bid and further shall agree that any resulting contract awarded pursuant to this Invitation for Bid shall incorporate by reference as material provisions of such Contract the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors.

2) **SITE EXAMINATION.** Potential Bidder/s shall be afforded access to the site by the Owner with appropriate notice to Department of Public Works Staff. The Potential Bidder/s is responsible for conducting activities in a safe and orderly fashion, and in accordance with all applicable rules, regulations, codes, and standards. The Potential Bidder/s shall conduct such activities without interference or delay of other work being conducted by Fluvanna County staff.

3) **PROTECTION OF PERSON AND PROPERTY.** Contractor shall be responsible for initiating, maintaining and supervision of all safety precautions in connection with the work being performed.

4) **BUILDING PERMITS & INSPECTIONS**

a) The Contractor shall apply for all required building permits before starting the project.

b) Contractor shall notify Department of Public Works to arrange for inspections at agreed milestones and shall notify Department of Public Works for final inspection.

IV. **INCOPORATION INTO CONTRACT.** This IFB, the County's General Terms, Conditions and Instructions to Bidders and Contractors and the Contractor's response is incorporated into and made a part of any contract entered into based upon this IFB. Resulting contracts shall be in a form acceptable to the County in its sole discretion.

V. **SUBMITTAL INSTRUCTIONS**

1) Bids shall be signed by an authorized representative of the firm.

2) Bids shall be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content.

3) One (1) original and three (3) copies of each bid must be submitted to the County. No other distribution of the bid shall be made by the Bidder/s.

4) Each copy of the bid shall be bound or contained in a single volume where practical. All documentation submitted with the bid should be contained in that single volume. Elaborate brochures and other representation beyond that sufficient to present a complete and effective bid are neither required nor desired.

5) Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the bid. If publications are supplied by the Officer to respond to a requirement, the response should include reference to the document number and page number. Bids not providing this reference may be considered to have no reference material included in the additional documents.

6) Each firm submitting a bid shall provide an updated statement of qualifications. The following is the minimum to be considered a complete bid. The format required for the bid to be considered is to be presented and submitted in TABS AS NOTED BELOW:

- a) Expertise and experience of the firm related to the scope of services contained in this IFB. This section shall include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
- b) Financial responsibility of the firm. The firm shall agree to carry the required liability insurances that are listed under item number 39 of the "GENERAL TERMS,

CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS”
attached herein.

- c) The firm should include a street address of the office proposed to handle the work.
- d) Identification and statement of qualifications of the construction project team who will be assigned to the project for actual “hands on” work, as well as the principal assigned the project for oversight responsibilities.
- e) Provide your proposed project timeline/completion schedule.
- f) Bidder/s, are to submit lump sum cost bid for based on the scope of services and specifications contained herein except as otherwise direct herein. Any additional cost relating to completing the project shall be listed on the pricing sheet contained herein.
- g) All forms required to be submitted under this IFB.

VI. CONTRACT AWARD

- 1) The contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to this IFB, is most advantageous to the County, considering price and any other evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the County’s Code, the County’s Procurement Policies and Procedures and other applicable law.
- 2) Prices must be quoted on a “lump sum” basis, unless otherwise specified elsewhere in this IFB.

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse

Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from

prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
- p. State: The Commonwealth of Virginia.

3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer;

however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is

considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.

15. RESPONSE TO SOLICITATIONS: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;

- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
 - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of previous Contracts or Services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
 - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
 - i. The number and scope of the conditions attached to the Bid;

- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available

to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability
		Medical Payment
		Comprehensive

Public Liability	\$1,000,000	Collision
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party

substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

44. NO WAIVER: Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

45. NO FINANCE CHARGES: No finance charges shall be paid by the County.

46. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

47. PAYMENT: Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in

the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

- 57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
- 58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of

the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed

or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point.

The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FBI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PRICING SCHEDULE

BID FORM

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Item Description	Qty	UoM	Unit Price	Extended Price
Remove, repair, and replace the existing roofing structure on the Community Center Building	1	LSUM	\$	\$
Replace wet or deteriorated insulation (Labor, overhead, & profit included)		Sqft.	\$	\$
Replace deteriorated wood deck (Labor, overhead, & profit included)		Sqft.	\$	\$
Restoration repairs		LSUM	\$	\$
Number of Days to Complete Project:				

By

Signature

Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is

_____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is

_____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): **Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
____ (year) by _____ (Print Name),
____ (Print Title) on behalf of _____ (Name
of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____(year) by _____ (Print Name),
_____(Print Title) on behalf of _____ (Name
of Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____(year) by _____ (Print Name), a sole proprietor.
[SEAL]

Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



COUNTY OF FLUVANNA, VIRGINIA

IFB #2016-01

ADDENDUM #1

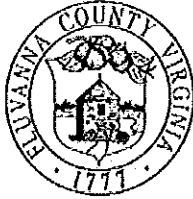
10/30/2015

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: IFB #2016-01
Title of Invitation for Bids: ROOF REPLACEMENT – FLUVANNA COUNTY
COMMUNITY CENTER BUILDING
Issue Date: October 22, 2015
Bid Due Date and Time: Revised to November 17, 2015 @ 2:00 p.m. local
prevailing time (pursuant to this Addendum #1)

The above IFB #2016-01 is hereby amended and modified as follows:

1. Page 1, Due Date & Time shall be changed to “November 17, 2015 @ 2:00 p.m. local prevailing time” and the last sentence on page one shall be changed to read “All bids must be submitted no later than 2:00 p.m. on Tuesday, November 17, 2015.”
2. The following are clarifications that amend and supplement Article II, Scope of Work, of the IFB:
 - a. The scope of work does not include masonry work on the rear (west) wall or on the chimney.
 - b. Before work begins, the County will remove the framed fabric awning over the building’s main entrance.
 - c. Except for the main front entrance concrete/cladding area, masonry repairs included in the services do not extend below the first 15 courses of brick beneath the capstones.
 - d. One roof fan, in the southwest corner, is functional and is to remain.
 - e. All other roof fans are to be removed and covered as follows: remove fan cover, install ½ plywood atop of roof curb, and encapsulate w/ the specified roofing. Before work begins, the County will task a licensed electrician to disconnect all roof fans except for #2d above.
 - f. The smaller upper roof (above the auditorium) has a soffit-like board made of 2x8, 2x10, and/or 2x12, with wood cornice on the inside corner joint. The scope of work shall include replacing (including prime & paint) any damaged, rotten, or missing materials. The replacement cost (labor, material, overhead, profit) shall



be based on a cost of \$ _____ per board foot. The cornice may be removed and not replaced if the inside corner joint is caulked.

- g. Installation of new gutters and downspouts is an optional service under the scope of work that the County may purchase in its sole discretion. Bidders may separately submit an estimate to furnish and install new gutters and downspouts.
- h. As part of the Bidders verification under Article II(i)(1) of the IFB, if desired by Bidder, and only after approval by the County, Bidders may make reasonable test cuts of the roof in a size and area acceptable to the County in the County's sole discretion.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

_____ Name of Firm

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____



COUNTY OF FLUVANNA, VIRGINIA

IFB #2016-01

ADDENDUM #2

11/04/2015

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: IFB #2016-01
 Title of Invitation for Bids: ROOF REPLACEMENT – FLUVANNA COUNTY
 COMMUNITY CENTER BUILDING
 Issue Date: November 04, 2015
 Bid Due Date and Time: November 17, 2015 @ 2:00 p.m. local prevailing time

The above IFB #2016-01 is hereby amended and modified as follows:

1. The existing brick parapet wall is missing weepholes at the level of through-wall flashing. Install HB #343 louvered vent weepholes (and/or approved equivalent) spaced every two feet of parapet flashing.
2. After repairs to capstones, overcoat the outer face of capstones using Conproco MimicTR (same product to be used on the cast veneer panels) per manufacturer's instructions.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
 Fluvanna County, Virginia
 132 Main Street
 Palmyra, VA 22963
 (434) 591-1930

_____ Name of Firm

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____



Baker Roofing of Richmond

Our mission is to provide our customers with the highest quality products, Installation and service by the "Best Team" in the Industry.

Norfolk
Richmond
Roanoke
Harrisonburg

County of Fluvanna

Community Center

Roof Replacement

IFB #2016-01

Baker Roofing of Richmond
1800 Battery Dantzler Road
Chester, VA 23836
Tel : 804-425-5362 fax: 804-425-5365

Exhibit 2



Baker Roofing of Richmond
Our mission is to provide our customers with the highest quality products, installation and service by the "Best Team" in the industry.

Norfolk
Richmond
Roanoke
Harrisonburg

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IDENTIFICATION AND STATEMENT OF QUALIFICATIONS.....TAB C
PROJECT TIMELINE.....TAB D
VENDOR DATA SHEETTAB E
ADDENDUMSTAB F

Baker Roofing of Richmond
1800 Battery Dantzler Road
Chester, VA 23836
Tel : 804-425-5362 fax: 804-425-5365



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Corporate Services (SE), Inc. 7401 Carmel Executive Park Drive Ste 320 Charlotte NC 28226	CONTACT NAME: Miltz Hines	PHONE (A/C, No, Ext): 704-200-9399	FAX (A/C, No): 704-973-9501
	E-MAIL ADDRESS: mitzl.hines@nfp.com		
INSURED BAKERVA Baker Roofing Company; Baker Roofing Richmond 1800 Dantzler Road Chester VA 23836	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Builders Premier Insurance Co		13036
	INSURER B: American Guarantee & Liability		26247
	INSURER C: Greenwich Insurance Company		22322
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1418881151 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Not Excluded GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PCP000173506	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phy Damage		PCA000558605	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		AUC6525043-03	7/1/2015	7/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	PWC100880305	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
A C	Lease/Rent Equip Installation Fltr Prof/Poll Liab		PCP000173506 0308-0810	7/1/2015 7/1/2015	7/1/2016 7/1/2016	Each Item Limit 500,000 Limit 750,000 Incl Mold - Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Bid Package: Fluvanna County Community Center.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Baker Roofing of Richmond

Our mission is to provide our customers with the highest quality products, installation and service by the "Best Team" in the industry.

Norfolk
Richmond
Roanoke
Harrisonburg

Fluvanna County Roof Replacement – Community Center

November 17, 2015

Address of the Firm Performing the Work

Baker Roofing
1800 Battery Dantzler Road
Chester, VA 23836

Phone: 804-425-5362
Fax: 804-425-5365

Glenn Worthington
Sales Manager
Baker Roofing Company
804-400-3534
gworthington@bakerroofing.com

Baker Roofing of Richmond
1800 Battery Dantzler Road
Chester, VA 23836
Tel : 804-425-5362 fax: 804-425-5365



Baker Roofing of Richmond

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Norfolk
Richmond
Roanoke
Harrisonburg

Fluvanna County Roof Replacement – Community Center

November 17, 2015

Identification and Statement of Qualifications

Baker Roofing
1800 Battery Dantzler Road
Chester, VA 23836

Phone: 804-425-5362
Fax: 804-425-5365

Branch Manager – 25 Years' Experience
Steve Pierce

Project Manager – 15 Years' Experience
Walker Ware

The crew will be determined upon awarding of the project
The crew will comprise of a Foreman, Lead Man, Mechanics and Laborers. The crew will be a 5 to 8 man crew depending on the project and schedule.

Glenn Worthington
Sales Manager
Baker Roofing Company
804-400-3534
gworthington@bakerroofing.com

Baker Roofing of Richmond
1800 Battery Dantzler Road
Chester, VA 23836
Tel : 804-425-5362 fax: 804-425-5365



Baker Roofing of Richmond

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Norfolk
Richmond
Roanoke
Harrisonburg

Fluvanna County Roof Replacement and Restoration –Community Center

November 17, 2015

Identification Time Line/Completion Schedule

The project will start three weeks or sooner upon receiving the executed contract.

Roof Replacement-The project is scheduled for 2 days of setting up, staging of safety and downloading of the project. There is 6 working days of roof removal and installation of the new roof. There is 6 days of flashing, wood fascia, and metal termination on this project. Total working days 14.

Restoration can be scheduled on the same time line for the preparation. The repairs require 40 degree temperature and rising to be completed. The restoration should be considered to be completed in the spring for best results. The Restoration repairs are scheduled for 21 working days based on optimum working conditions.

Baker Roofing of Richmond
1800 Battery Dantzler Road
Chester, VA 23836
Tel : 804-425-5362 fax: 804-425-5365

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: Glenn Worthington Phone: 804-400-3534 Cell

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

100 Years 0 Months

4. Vendor Information:

FIN or FBI Number: EIN-20-2559956 TIN 54-1136608 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

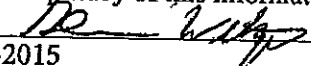
Company: <u>Regency Furniture</u>	Contact: <u>David Hu</u>
Phone: <u>703-782-3802</u>	Email:
Dates of Service: <u>12/14</u>	\$\$ Value: <u>\$1,100,000.00</u>

Company: <u>Corporate Facilities</u>	Contact: <u>Paul Hausleban</u>
Phone: <u>804-641-0923</u>	Email:
Dates of Service: <u>2014</u>	\$\$ Value: <u>\$309,475.00</u>

Company: <u>Old Dominion Coop</u>	Contact: <u>Jon Reed</u>
Phone: <u>804-314-6862</u>	Email:
Dates of Service: <u>6/13</u>	\$\$ Value: <u>\$110,000.00</u>

Company: <u>Douglas Development</u>	Contact: <u>Cindy King</u>
Phone: <u>804-874-6663</u>	Email:
Dates of Service: <u>4/15</u>	\$\$ Value: <u>\$210,800.00</u>

I certify the accuracy of this information.

Signed:  Title: Contract Manager Date: 11-16-2015

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PRICING SCHEDULE

BID FORM

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

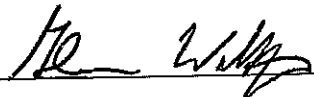
All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Item Description	Qty	UoM	Unit Price	Extended Price
Remove, repair, and replace the existing roofing structure on the Community Center Building	1	LSUM	\$6.32 Sq.Ft.	\$73,632.00
Replace wet or deteriorated insulation (Labor, overhead, & profit included)		Sqft.	\$ 2.15	\$ TBD
Replace deteriorated wood deck (Labor, overhead, & profit included)		Sqft.	\$ 6.00	\$ TBD
Restoration repairs		LSUM	\$	\$ 32,247.00
Number of Days to Complete Project:	28	Weather Permitting.		

Glenn Worthington

By



Signature

Contract Manager

Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is
S1450891.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is
_____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) Baker Roofing Company

Legal Name of Offeror/Bidder Baker Roofing Company

Date 11-16-15

Authorized Signature 

Print or Type Name and Title Glenn Worthington/Contract Manager

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Baker Roofing of Richmond, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 17th day of November, 2015.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Baker Roofing of Richmond

By: [Signature] (SEAL)
Signature

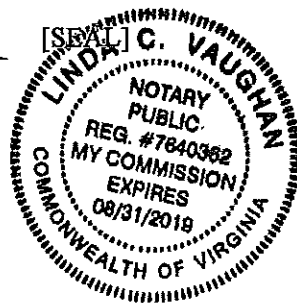
Print Name: Glenn Worthington

Print Title: Contract Manager

STATE OF Virginia
COUNTY/CITY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 17th day of November (month), 2015 (year) by Glenn Worthington (Print Name), Contract Manager (Print Title) on behalf of Baker Roofing of Richmond (Name of Entity).

[Signature]
Notary Public



My commission expires: August 31, 2019
Notary registration number: 7640362

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)
Signature

Print Name: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

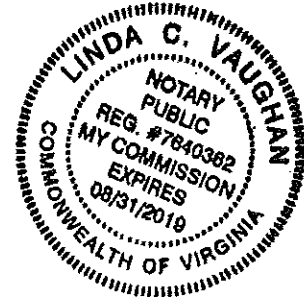
Name of Entity: Baker Roofing of Richmond
By: [Signature] (SEAL)
Signature
Print Name: Glenn Worthington
Print Title: Contract Manager

STATE OF Virginia
COUNTY/CITY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 7th day of November (month), 2015 (year) by Glenn Worthington (Print Name), Contract Manager (Print Title) on behalf of Baker Roofing of Richmond (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: August 31, 2019
Notary registration number: 7640362



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)
Signature

Print Name: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



COUNTY OF FLUVANNA, VIRGINIA

IFB #2016-01

ADDENDUM #1

10/30/2015

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: IFB #2016-01
Title of Invitation for Bids: ROOF REPLACEMENT – FLUVANNA COUNTY
COMMUNITY CENTER BUILDING
Issue Date: October 22, 2015
Bid Due Date and Time: Revised to November 17, 2015 @ 2:00 p.m. local
prevailing time (pursuant to this Addendum #1)

The above IFB #2016-01 is hereby amended and modified as follows:

1. Page 1, Due Date & Time shall be changed to “November 17, 2015 @ 2:00 p.m. local prevailing time” and the last sentence on page one shall be changed to read “All bids must be submitted no later than 2:00 p.m. on Tuesday, November 17, 2015.”
2. The following are clarifications that amend and supplement Article II, Scope of Work, of the IFB:
 - a. The scope of work does not include masonry work on the rear (west) wall or on the chimney.
 - b. Before work begins, the County will remove the framed fabric awning over the building’s main entrance.
 - c. Except for the main front entrance concrete/cladding area, masonry repairs included in the services do not extend below the first 15 courses of brick beneath the capstones.
 - d. One roof fan, in the southwest corner, is functional and is to remain.
 - e. All other roof fans are to be removed and covered as follows: remove fan cover, install ½ plywood atop of roof curb, and encapsulate w/ the specified roofing. Before work begins, the County will task a licensed electrician to disconnect all roof fans except for #2d above.
 - f. The smaller upper roof (above the auditorium) has a soffit-like board made of 2x8, 2x10, and/or 2x12, with wood cornice on the inside corner joint. The scope of work shall include replacing (including prime & paint) any damaged, rotten, or missing materials. The replacement cost (labor, material, overhead, profit) shall



be based on a cost of \$_____ per board foot. The cornice may be removed and not replaced if the inside corner joint is caulked.


- g. Installation of new gutters and downspouts is an optional service under the scope of work that the County may purchase in its sole discretion. Bidders may separately submit an estimate to furnish and install new gutters and downspouts.
- h. As part of the Bidders verification under Article II(i)(1) of the IFB, if desired by Bidder, and only after approval by the County, Bidders may make reasonable test cuts of the roof in a size and area acceptable to the County in the County's sole discretion.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Addenda 1 Recived 10-30-2015 Name of Firm Baker Roofing

BY: 
Glenn Worthington
Signature of duly authorized representative

Title: Contract Manager

Date: 11-16-2015



COUNTY OF FLUVANNA, VIRGINIA

IFB #2016-01

ADDENDUM #2

11/04/2015

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: IFB #2016-01
Title of Invitation for Bids: ROOF REPLACEMENT – FLUVANNA COUNTY
COMMUNITY CENTER BUILDING
Issue Date: November 04, 2015
Bid Due Date and Time: November 17, 2015 @ 2:00 p.m. local prevailing time

The above IFB #2016-01 is hereby amended and modified as follows:

1. The existing brick parapet wall is missing weepholes at the level of through-wall flashing. Install HB #343 louvered vent weepholes (and/or approved equivalent) spaced every two feet of parapet flashing.
2. After repairs to capstones, overcoat the outer face of capstones using Conproco MimicTR (same product to be used on the cast veneer panels) per manufacturer's instructions.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

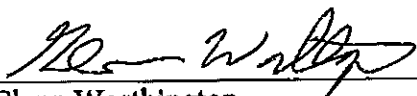
Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Addenda 2 Recived 11-4-2015

Name of Firm

Baker Roofing

BY:


Glenn Worthington

Signature of duly authorized representative

Title:

Contract Manager

Date:

11-16-2015

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Thomas Jefferson Area Community Criminal Justice Board Presentation				
MOTION(s):					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Neal Goodloe, Criminal Justice Coordinator/Planner				
RECOMMENDATION:					
TIMING:					
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Neal Goodloe

708 Graves Street, Charlottesville, Virginia 22912

E-mail: ngoodloe@oar-jacc.org Phone: (434)296-2441 Ext. 117

Experience

Criminal Justice Coordinator/Planner Thomas Jefferson District

**January 2015
to Present**

- Coordinate and support the work of the Community Criminal Justice Board.
- Assist the Evidence Based Decision Making Policy Team in advancing the use of research-based criminal justice practices throughout the District.
- Serve on the Citizens Advisory Board.
- Support cohesive data-gathering and data-sharing throughout the District, and assist in providing resources to help constituent members make data-driven policy and practice decisions.
- Support the broader implementation of evidence-based criminal justice practices at new EBDM sites across the Commonwealth.

Northpointe, Inc. Implementation Consultant

**May 2008 –
December
2014**

- Served as lead consultant for implementation of evidence-based assessment, case planning and case management projects in partnership with the Wisconsin DOC, Massachusetts DOC, Massachusetts Probation, Virginia DOC, South Carolina Department of Probation, Parole and Pardon Services, Her Majesty's Cayman Islands Prison Service and the District of Columbia DOC.
- Trained basic and advanced curricula in actuarial assessment, case planning and case management strategies to frontline correctional staff in both institutional and community corrections settings.
- Worked with agency leaders to develop business processes, policies and procedures in alignment with evidence-based practices.
- Helped agencies make the cultural shift often required to execute modern correctional practices.
- Worked with agencies to develop performance and outcome metrics, establish realistic, meaningful goals and benchmarks, learn from the data they were collecting, and apply that learning to their practice.

- Contributed to new software development, testing and refinement.
- Provided presentations regarding evidence-based practices, meaningful case planning and effective use of data at statewide, regional and national corrections conferences.

Virginia Department of Corrections **September 2003 - May 2008**
 Chief Probation Officer

- Responsible for leadership, management, and strategic planning for a mid-sized Virginia probation district office.
- Accountable for the work of 25 community corrections professionals supervising ~1,300 adult probationers and parolees, all felons.
- Responsible for responsibly spending down an annual budget of \$1.4 million.
- Introduced evidence-based practices into the work of the district as one of Virginia DOC's first EBP pilot sites, starting in 2005.
- Adopted the use of 4th generation actuarial risk and needs assessments, individualized case planning, and motivational interviewing as key aspects the district's daily practice.
- Entered into agreements with other agencies and service providers to share pertinent information regarding clients in common, to ensure coordination of care and supervision.
- Maintained positive relationships with judges, Commonwealth's Attorneys, the Public Defender's Office and other court officers.
- Helped redesign the District 9 office to enhance the safety of the physical space.
- Made hiring and promotional decisions regarding all district staff.

Virginia Department of Corrections **October 1999 – September 2003**
 Deputy Chief Probation Officer

- Responsible for day-to-day supervision for an office of probation and parole staff as second in command to the Chief.
- Served on the Charlottesville-Albemarle Drug Court Board.
- Trained new staff at the Academy for Staff Development.
- Served on hiring committees and participated in new staff training.
- Completed annual performance reviews, helped staff develop annual performance goals, and coached staff to accomplish their individual goals.

Virginia Department of Corrections **February 1995 - October 1999**
 Senior Probation Officer

- Provided direct supervision to a team of probation and parole officers.
- Supervised a caseload of over 300 low-risk offenders, focusing on home contacts as the primary supervision method.
- Served as adjunct trainer at the Academy for Staff Development, specializing in strategies to minimize officer liability exposure.
- Developed relationships with service providers to ensure effective provision of treatment services.

Virginia Department of Corrections **August 1985 - February 1995**

Probation and Parole Officer

- Provided front-line community supervision for a felony caseload of over 100 probationers and parolees.
- Assessed the risks and needs of clients, and made appropriate referrals to service providers.
- Prepared Presentence Reports for the Courts.
- Documented offender progress, wrote violation reports and testified in court.
- Worked with service providers to provide appropriate interventions for probationers and parolees.

Volunteers to the Court

September 1983 - May 2005

Program Coordinator

- Responsible for implementation of a community service program for intoxicated drivers referred by the Court.
- Developed the program from its inception, recruited participating community service sites, assigned participants to suitable sites, documented hours performed and reported compliance to the Court.

Florida Keys Marine Institute

November 1982 - July 1983

Instructor and Counselor

- Worked with youth at both an alternative high school and at a juvenile detention facility in Key West, Florida.
- Taught GED preparation classes, provided individual counseling and accompanied youth on field trips.

Education **University of Virginia**
BA in Sociology

September 1976 - May 1982

Virginia Commonwealth University
Master's Degree in Public Administration
(MPA)

September 1986 - May
1991

Thomas Jefferson Area Community Criminal Justice Board

Criminal Justice Planner's Report to the Fluvanna
County Board of Supervisors

CCJB Member Jurisdictions (and affiliated jails)

- Fluvanna County (CVRJ)
- Madison County (CVRJ)
- Orange County (CVRJ)
- Louisa County (CVRJ)
- Greene County (CVRJ)
- Goochland County (Henrico)
- Albemarle County (ACRJ)
- Nelson County (ACRJ)
- City of Charlottesville (ACRJ)

Demographics of CCJB Jurisdictions

2014 Demographics	VIRGINIA	Albemarle Co	Fluvanna Co	Goochland Co	Greene Co	Louisa Co	Madison Co	Nelson Co	Orange Co	Charlottesville
TotalPop	8,326,289	104,489	26,092	21,936	19,031	34,348	13,157	14,850	35,026	45,593
Age Under 18	22.4%	21.0%	21.2%	19.1%	24.3%	21.0%	21.0%	18.8%	21.9%	15.6%
18 and Older	77.6%	79.0%	78.8%	80.9%	75.7%	79.0%	79.0%	81.2%	78.1%	84.4%
Female	50.8%	52.2%	54.3%	50.6%	50.4%	50.6%	51.4%	51.4%	51.0%	51.7%
Male	49.2%	47.8%	45.7%	49.4%	49.6%	49.4%	48.6%	48.6%	49.0%	48.3%
White	71.9%	83.7%	82.6%	80.1%	90.0%	81.1%	88.6%	85.5%	84.0%	71.5%
Black	20.6%	10.5%	16.2%	18.2%	7.8%	17.7%	10.5%	13.3%	14.1%	20.3%
Other Race	7.6%	5.7%	1.2%	1.7%	2.2%	1.2%	0.9%	1.2%	1.9%	8.2%
Hispanic (of any race)	8.9%	5.7%	3.2%	2.4%	5.0%	2.5%	2.1%	3.5%	4.3%	4.9%

Violent Index Crime Rate by Jurisdiction (per 100,000 residents) CY10 – CY14

Albemarle Co	Violent Index Crime Rate	128.0	105.2	97.9	122.3	90.9	-29.0%
Fluvanna Co	Violent Index Crime Rate	73.8	50.0	65.4	80.8	76.7	3.9%
Goochland Co	Violent Index Crime Rate	96.5	149.0	74.9	18.5	127.6	32.2%
Greene Co	Violent Index Crime Rate	271.1	144.8	101.3	85.1	110.3	-59.3%
Louisa Co	Violent Index Crime Rate	129.2	95.8	128.5	129.6	195.1	51.0%
Madison Co	Violent Index Crime Rate	75.2	113.8	83.3	90.9	76.0	1.1%
Nelson Co	Violent Index Crime Rate	66.7	39.9	101.3	108.2	60.6	-9.1%
Orange Co	Violent Index Crime Rate	80.5	73.7	90.6	57.7	114.2	41.9%
Charlottesville	Violent Index Crime Rate	447.7	421.7	450.3	475.8	418.9	-6.4%
VIRGINIA	Violent Index Crime Rate	212.8	197.0	189.9	195.3	195.7	-8.0%

Property Index Crime Rate by Jurisdiction (per 100,000 Residents) CY10 – CY14

Albemarle Co	Property Index Crime Rate	1,794.6	1,638.8	1,441.5	1,600.0	1,522.6	-15.2%
Fluvanna Co	Property Index Crime Rate	1,017.3	815.1	792.9	773.8	839.3	-17.5%
Goochland Co	Property Index Crime Rate	836.1	991.7	983.7	772.2	706.6	-15.5%
Greene Co	Property Index Crime Rate	1,306.9	1,378.0	1,333.2	1,435.9	1,166.5	-10.7%
Louisa Co	Property Index Crime Rate	967.6	1,089.8	1,428.7	1,673.3	1,714.8	77.2%
Madison Co	Property Index Crime Rate	789.5	902.9	1,143.2	886.4	775.3	-1.8%
Nelson Co	Property Index Crime Rate	1,461.7	1,331.0	1,654.0	1,325.3	1,212.1	-17.1%
Orange Co	Property Index Crime Rate	1,010.6	1,108.9	1,093.5	1,170.4	1,176.3	16.4%
Charlottesville	Property Index Crime Rate	3,882.4	3,369.3	3,420.8	3,316.9	2,976.3	-23.3%
VIRGINIA	Property Index Crime Rate	2,307.0	2,234.3	2,143.3	2,039.4	1,912.4	-17.1%

Drug Arrest Rate by Jurisdiction (per 100,000 residents) CY10 - CY14

Albemarle Co	Drug Arrest Rate	331.4	295.5	191.0	212.6	333.4	0.6%
Fluvanna Co	Drug Arrest Rate	142.4	166.1	126.9	113.2	138.1	-3.0%
Goochland Co	Drug Arrest Rate	179.9	187.0	155.0	203.4	160.3	-10.9%
Greene Co	Drug Arrest Rate	209.2	187.0	209.8	258.6	230.8	10.3%
Louisa Co	Drug Arrest Rate	292.3	289.0	254.2	276.7	303.0	3.7%
Madison Co	Drug Arrest Rate	127.8	145.6	213.3	187.4	195.9	53.3%
Nelson Co	Drug Arrest Rate	222.4	198.6	217.1	262.4	246.1	10.7%
Orange Co	Drug Arrest Rate	408.1	227.5	291.9	271.5	411.7	0.9%
Charlottesville	Drug Arrest Rate	599.9	662.0	630.0	459.6	550.5	-8.2%
VIRGINIA	Drug Arrest Rate	492.6	515.5	532.6	550.3	514.2	4.4%

Domestic Violence Victimization Rate by Jurisdiction (per 1,000 Residents) CY10 - 14

Albemarle Co	Domestic Violence Victimization Ra	5.0	5.5	5.4	5.0	5.0	0.0%
Fluvanna Co	Domestic Violence Victimization Ra	4.1	5.2	5.2	4.0	4.9	19.5%
Goochland Co	Domestic Violence Victimization Ra	2.0	3.0	2.5	2.0	3.1	55.0%
Greene Co	Domestic Violence Victimization Ra	7.5	7.5	8.0	7.0	5.0	-33.3%
Louisa Co	Domestic Violence Victimization Ra	5.8	5.6	5.3	5.7	5.8	0.0%
Madison Co	Domestic Violence Victimization Ra	6.7	7.0	5.8	6.8	4.7	-29.9%
Nelson Co	Domestic Violence Victimization Ra	4.7	4.9	5.8	4.4	4.1	-12.8%
Orange Co	Domestic Violence Victimization Ra	2.5	2.2	2.5	2.2	3.0	20.0%
Charlottesville	Domestic Violence Victimization Ra	8.3	9.3	8.1	7.2	7.1	-14.5%
VIRGINIA	Domestic Violence Victimization Ra	6.6	6.5	6.2	5.9	5.8	-12.1%

CVRJ Population Trends (End of Month Averages FY08 – FY15)

FY	Pretrial	Sentenced Pending					Total LR	Federal	SR Felons	Total Jail Population
		Charges	LR Felons	Misdemeanants	Ordinance					
FY2008	63.3	62.4	29.9	42.2	0.0	197.8	144.0	42.9	384.7	
FY2009	76.4	61.4	28.3	53.4	0.0	219.5	101.9	58.1	379.4	
FY2010	61.4	58.1	31.3	60.1	0.0	210.9	91.1	70.9	372.9	
FY2011	68.9	56.9	35.5	50.3	0.0	211.7	90.7	55.9	358.2	
FY2012	72.8	56.6	38.2	51.4	0.0	219.0	85.8	77.0	381.9	
FY2013	82.8	53.8	41.5	40.9	0.0	219.2	79.5	72.3	371.0	
FY2014	106.0	38.0	34.0	40.5	0.0	219.0	70.7	80.3	370.0	
FY2015	121.8	46.3	28.5	37.0	0.0	233.5	63.7	91.8	389.0	

ACRJ Population Trends (End of Month Averages FY08 – FY15)

FY	Pretrial	Sentenced Pending					Total LR	Federal	SR Felons	Total Jail Population
		Charges	LR Felons	Misdemeanants	Ordinance					
FY2008	155.1	132.5	44.4	43.3	1.5	376.8	12.0	135.3	524.1	
FY2009	169.9	129.8	46.7	51.0	2.6	399.9	13.8	124.9	538.6	
FY2010	178.6	132.2	45.5	52.0	4.0	412.2	12.4	118.7	543.4	
FY2011	165.5	106.8	57.9	57.6	3.8	391.7	14.7	135.5	541.9	
FY2012	153.3	96.8	46.4	59.6	7.7	363.9	9.9	140.8	514.6	
FY2013	141.0	81.6	37.0	43.6	5.6	308.8	9.3	111.9	430.0	
FY2014	177.1	56.9	47.3	49.5	2.6	333.4	7.6	68.7	409.7	
FY2015	182.9	69.9	40.2	47.8	3.1	343.9	11.3	99.0	454.1	

CVRJ Cost by Jurisdiction (FY16)

- Louisa - \$2,582,578
- Orange - \$1,219,406
- Fluvanna - \$1,053,178
- Greene - \$970,201
- Madison - \$734,965

- Total CVRJ Budget: \$12.8 million

What is Known?

- Pretrial holds and State-Responsible inmates (including Probation Violators) are the primary drivers of the inmate population at CVRJ.
- A commensurate loss of revenue from Federal inmates impacts costs to the counties.
- CVRJ-affiliated courts rely significantly on secured bonds (representing 48% of bond decisions in FY15, compared to 7% released on a PR/unsecured bond).
- 336 inmates were held at CVRJ in excess of 30 days in CY14
- 245 inmates were held in excess of 60 days.
- 181 inmates were held in excess of 90 days.
- Payments associated with the cost of housing prisoners at other jails due to overcrowding are projected to run \$919,800 in FY16 (at a rate of \$36 per day for an average of 70 inmates per day).

What is Currently Unknown?

- What is the actuarial risk profile of the jail (by county)?
- What is the median length of stay, by crime type and recidivism risk level (per county)?
- What percentage of bed days are consumed by pretrial holds unable to make the cash/surety bond set (per county)?
- What percentage of bed days are consumed by probation violators (per county)?
- What percentage of the jail population is suffering from mental illness (by county and by CSB service area)?
- What is the recidivism rate for former inmates (by county)?
- What are the primary treatment needs of inmates, and how can they best be met? What percentage are getting treatment now?
- What is the best use of the reentry wing currently under construction? How can it create the greatest return on taxpayer investment?

Evidence-Based Decision-Making

- Actuarial support is useful at each key decision point in which money is being spent and liberty interests are at stake.
- Judges, prosecutors, and defense attorneys currently have access to actuarial science when considering bond (VPRAI), and in the sentencing of felons (Sentencing Guidelines).
- Probation officers employ evidence-based decision-making tools (OST and COMPAS) in assigning an appropriate supervision level (risk) and in making well-targeted treatment referrals (need).
- Currently, CVRJ does not possess actuarial tools to support decision-making regarding housing and treatment. Assessing inmates for recidivism risk and specific treatment needs could increase the effectiveness of reentry programming. Recidivism risk can also inform the jail classification process, so that low risk and high risk inmates are not comingled.
- Boards of Supervisors and the CCJB are in a position to utilize evidence-based practices in decision-making with regard to resource allocation, development of new initiatives, and evaluation of programming.

How Can the Criminal Justice Planner Help?

- Work with CVRJ to provide member counties with relevant data.
- Provide research on proven correctional practices that have safely reduced the inmate population elsewhere.
- Write grants to support evidence-based programming (both at the jail and in the community).
- Serve on all Reentry Councils in the CCJB to coordinate inmates' successful return to their communities.
- Assist CVRJ in creating an actuarial risk and needs assessment protocol.
- Work with District 9 and District 26 Probation (felony supervision) and OAR (misdemeanor supervision) to reduce failure (both technical violations and new charges).
- Supply member counties with the latest in crime trends.
- Provide subject matter expertise where required to improve public safety and reduce cost

Questions?



Contact Information

Neal S. Goodloe, MPA

Criminal Justice Planner

Thomas Jefferson Area Community Criminal Justice Board

750 Harris Street, Suite 207

Charlottesville, VA 22903

(434)296-2441, Ext. 117

ngoodloe@oar-jacc.org

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 2015

AGENDA TITLE:	FY15 Comprehensive Annual Financial Report (CAFR)				
MOTION(s):					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, Finance Director				
PRESENTER(S):	Eric Dahl, Finance Director, and David Foley, Robinson, Famer, & Cox				
RECOMMENDATION:	Info Only				
TIMING:	N/A				
DISCUSSION:	Draft CAFR brief for BOS.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



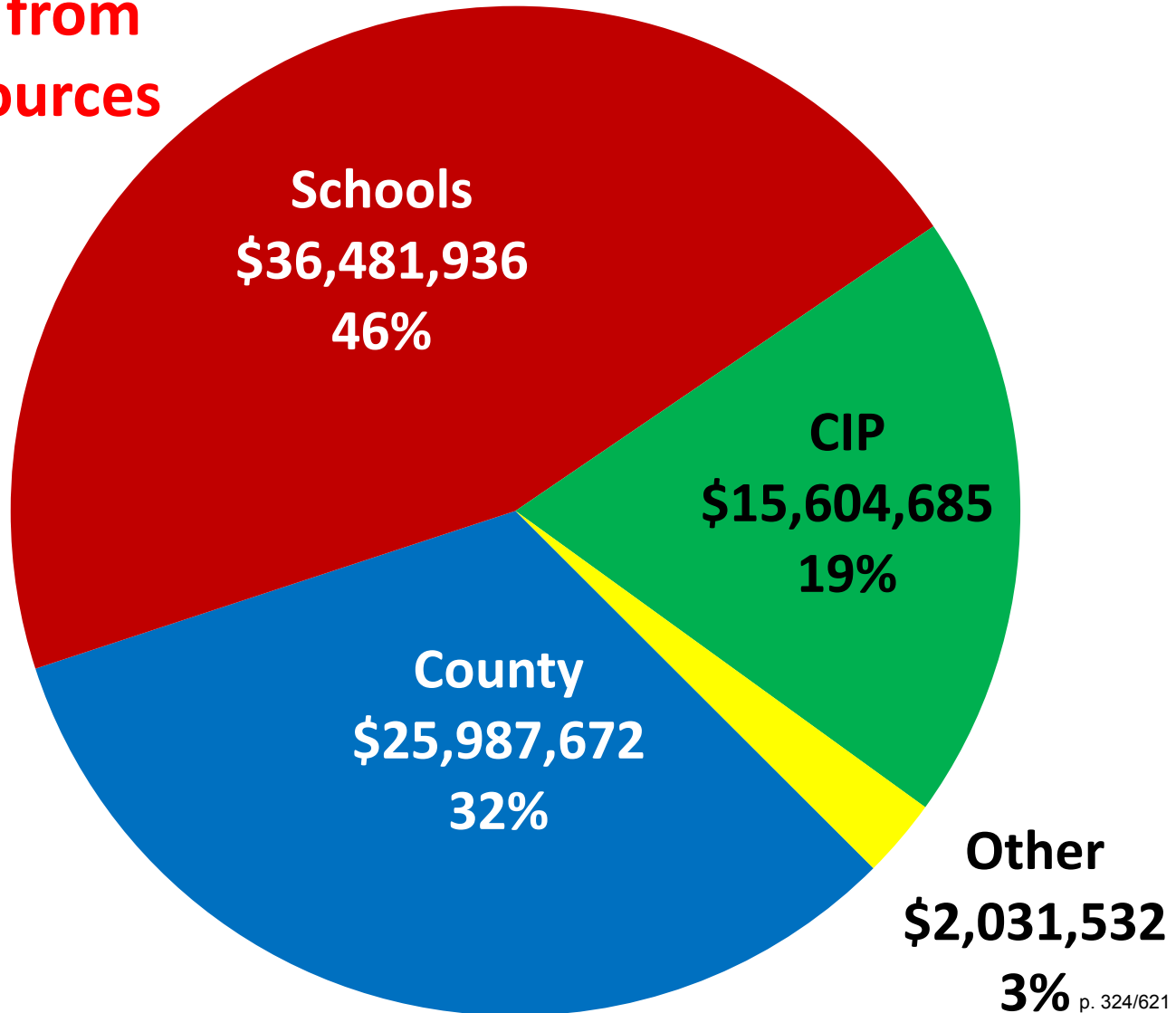
Budget Summary

Fiscal Year 2015



FY15 Adopted Budget (\$80,105,825)

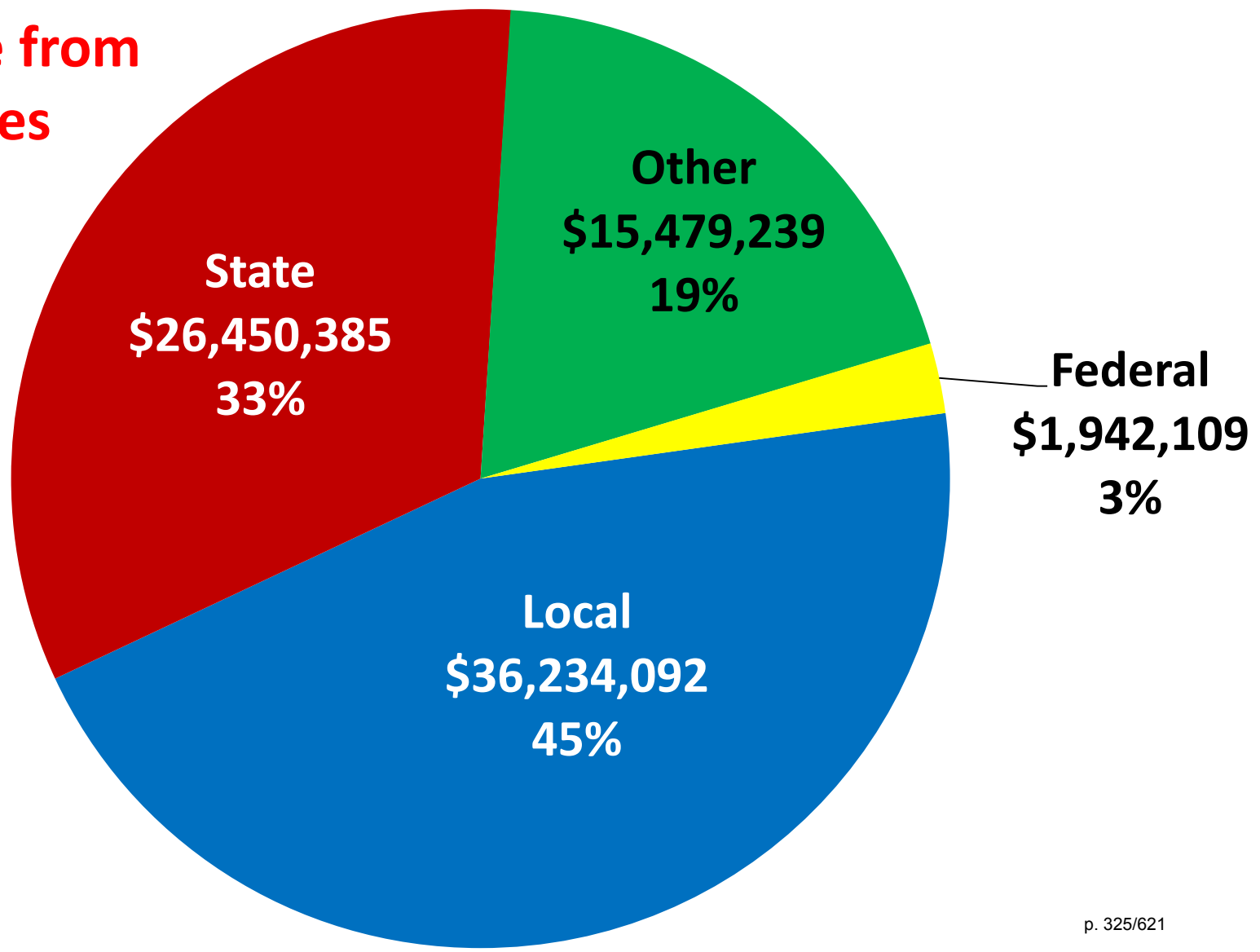
Expenditures from all revenue sources





FY15 Adopted Budget (\$80,105,825)

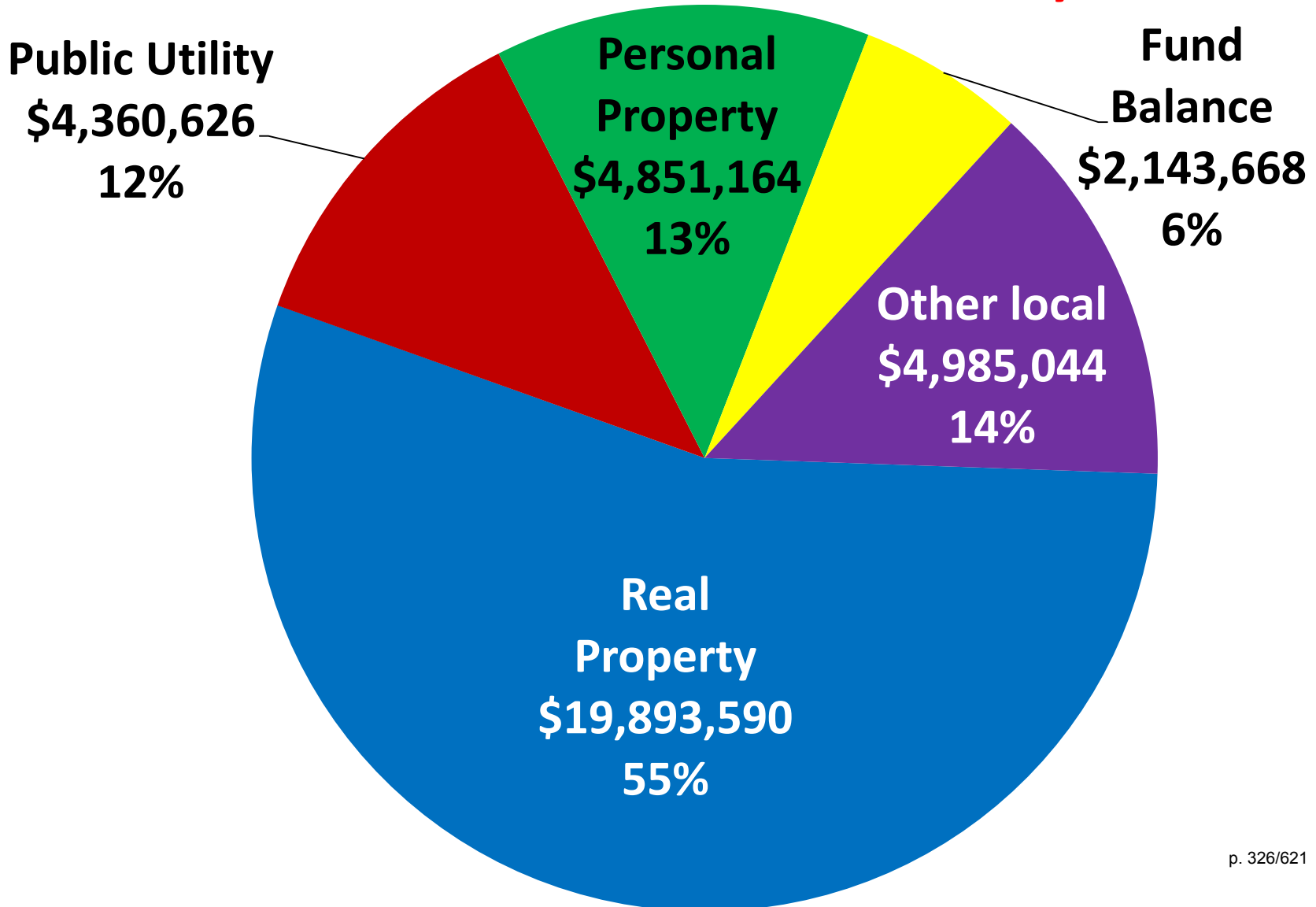
Revenue from all sources





FY15 Adopted Budget (Local dollars only)

Revenue from local sources only



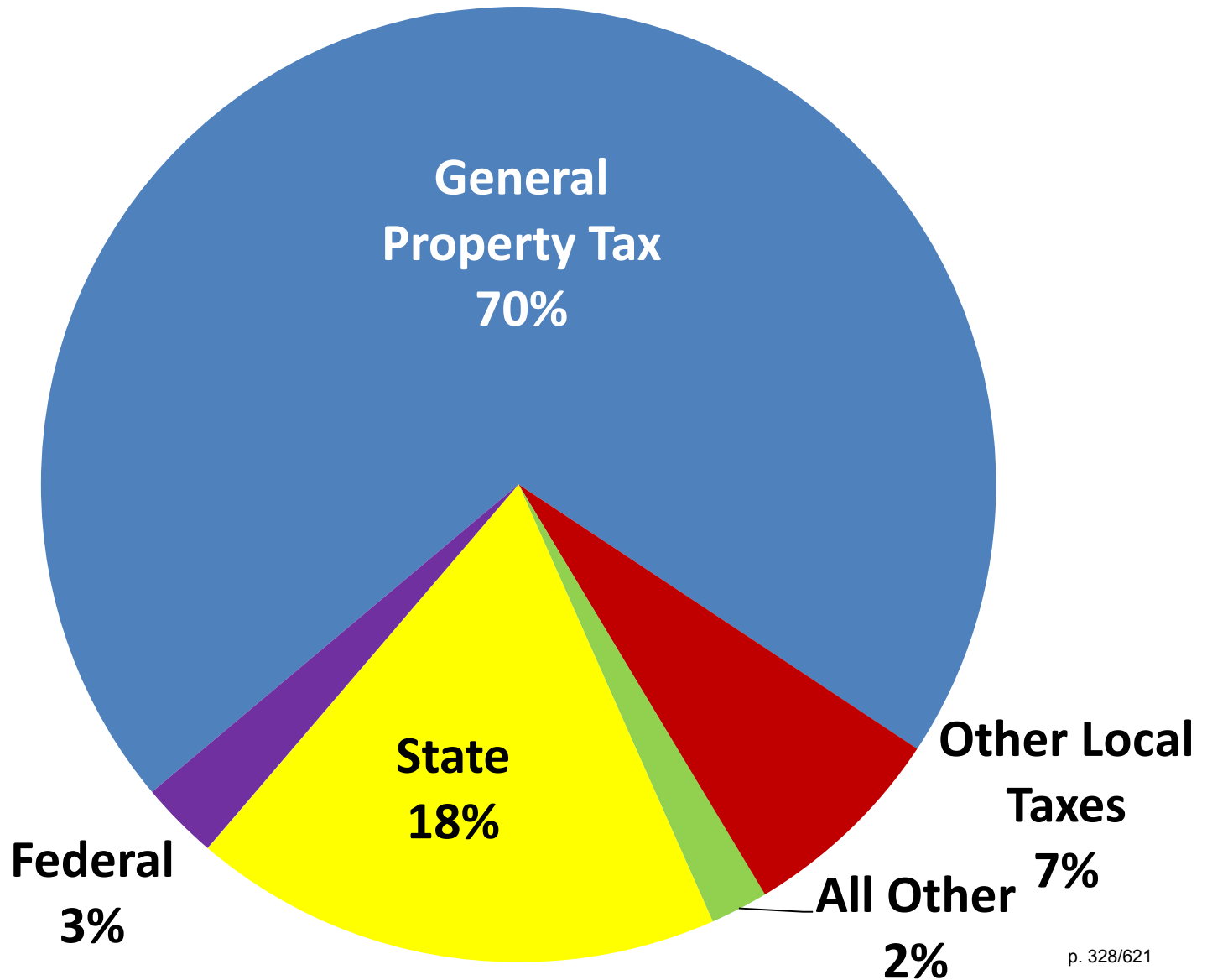


Comprehensive Annual Financial Report

Fiscal Year 2015



FY15 General Fund Revenues





FY15 General Fund Revenues

Revenue Source	FY14 Actual	FY15 Amended Budget	FY15 Actual	Percent of Total
General Property Taxes	\$28,437,543	\$29,495,468	\$30,390,483	70.4%
Other local taxes	2,957,767	2,951,273	3,052,599	7.1%
Permits and fees	271,315	281,600	328,492	0.8%
Fines and forfeitures	36,762	30,500	19,127	0.1%
Use of money	49,695	52,000	54,674	0.1%
Charges for services	234,970	216,850	240,937	0.6%
Miscellaneous	132,930	60,050	55,633	0.1%
Recovered Cost	198,556	176,543	149,284	0.3%
Commonwealth	7,902,338	8,104,101	7,729,139	17.9%
Federal	928,139	883,592	1,133,120	2.6%
Total	\$41,150,015	\$42,251,977	\$43,153,488	100.0%



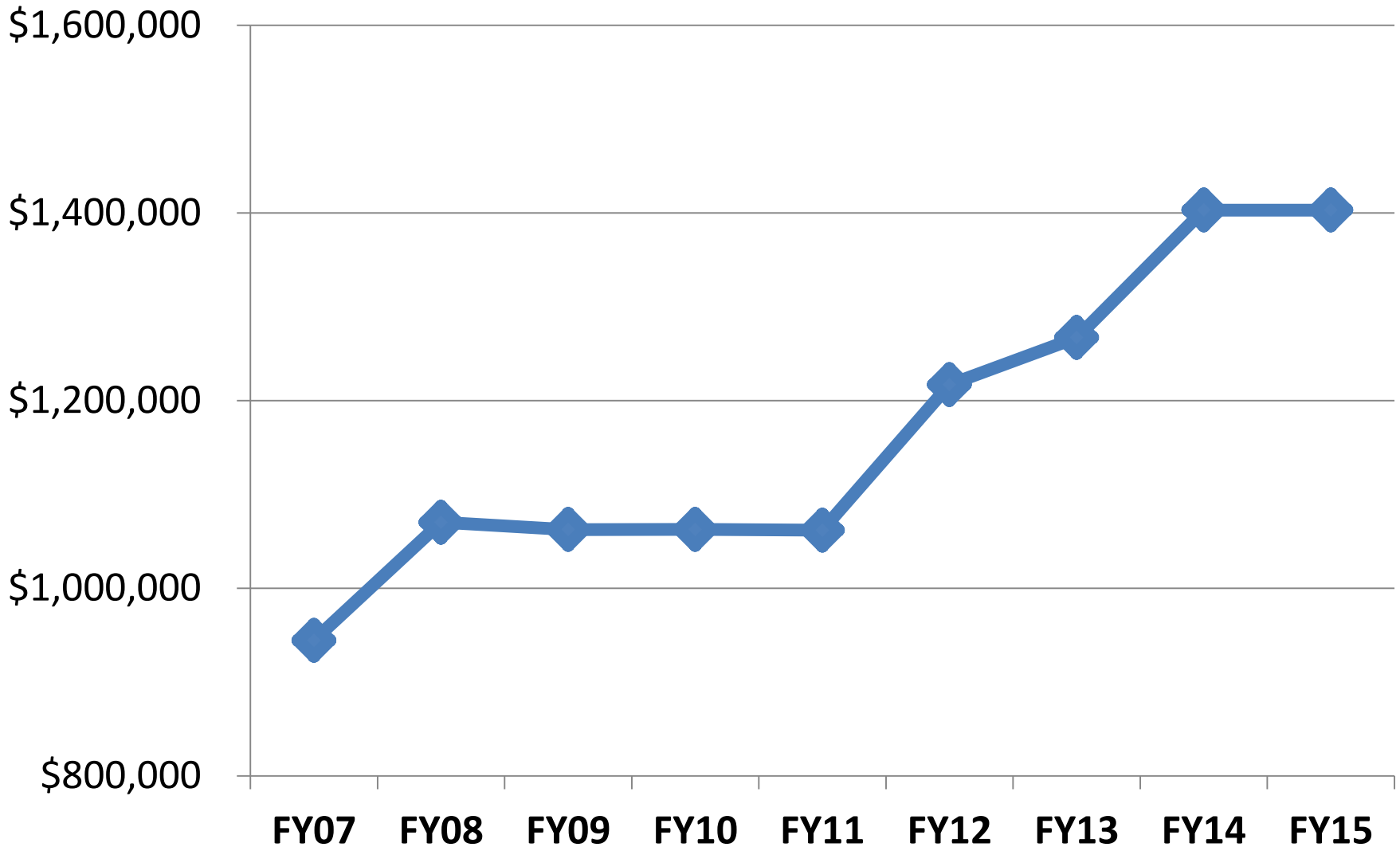
FY15 Top 4 Local Revenues

Source	FY13	FY14	FY15
Real Estate Taxes	\$18,389,722	\$19,002,826	\$20,289,353
Personal Property Taxes	4,714,910	4,825,586	4,949,139
Public Service Corporation	3,379,009	4,259,048	4,653,744
Local Sales Taxes	1,267,142	1,403,062	1,413,860

~72% of General Fund

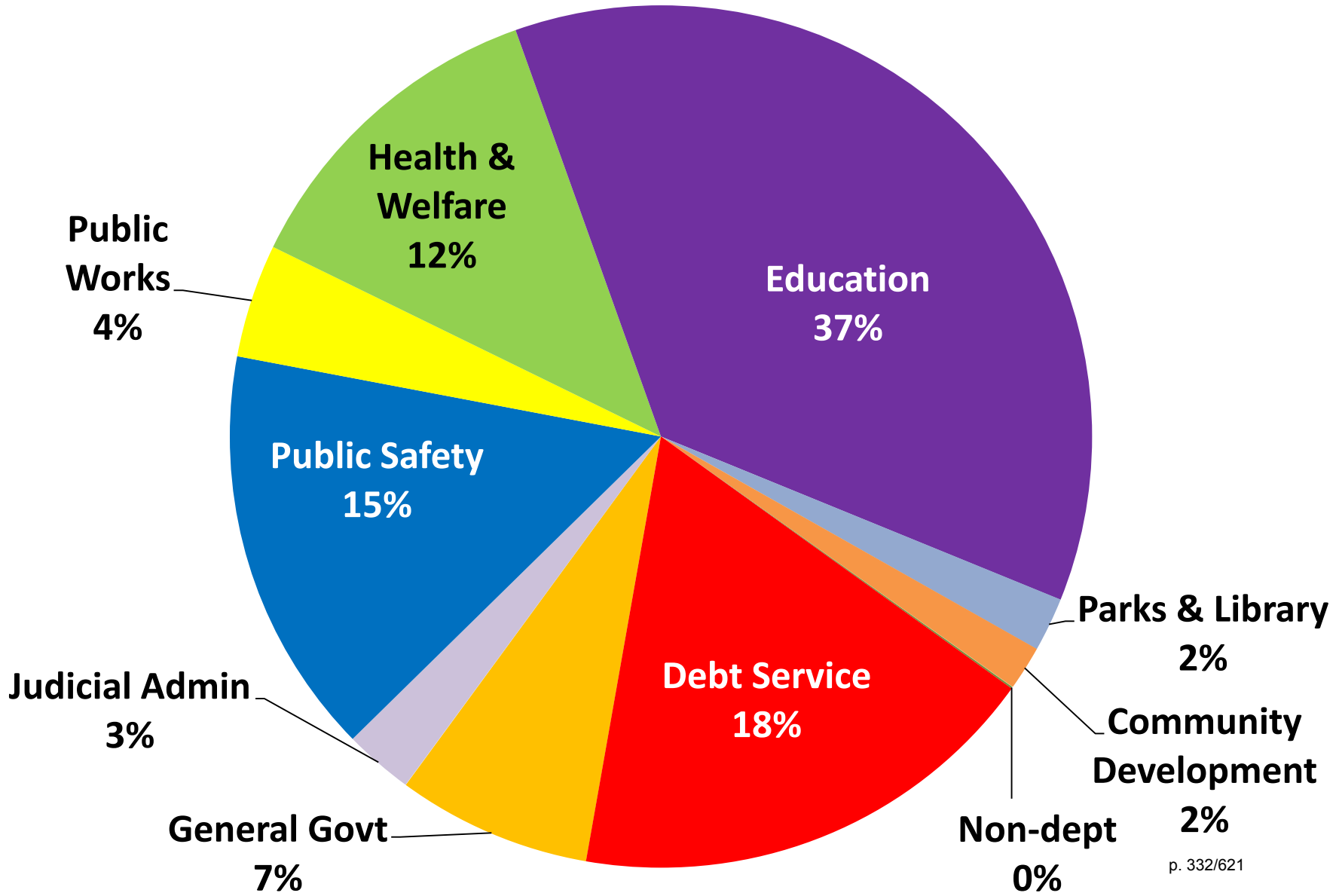


Sales Tax Revenues - FY07 to FY15





FY15 General Fund Expenditures





FY15 General Fund Expenditures

Purpose	FY14 Actual	FY15 Amended Budget	FY15 Actual	Percent of Total
General Govt	\$2,332,960	\$3,020,733	\$2,910,378	7.3%
Judicial Admin	1,043,554	1,072,882	1,033,414	2.5%
Public Safety	5,686,520	6,272,955	6,112,889	15.3%
Public Works	1,749,588	1,795,780	1,697,865	4.3%
Health & Welfare	4,961,275	5,372,265	4,900,555	12.3%
Education	13,858,333	15,259,191	14,622,154	36.5%
Parks, Rec. & Library	739,612	813,116	805,852	2.0%
Comm. Development	607,597	683,883	665,223	1.7%
Non-departmental	18,742	180,585	26,199	0.1%
Debt Service	7,212,782	7,624,095	7,124,758	17.9%
Total	\$38,210,963	\$42,095,485	\$39,899,287	100.0%



FY15 General Fund Results

Year Ended June 30, 2015	
Revenue	\$43,153,488
Expenditures	<u>(39,899,287)</u>
Excess of revenues over expenditures	3,254,201
Transfers out (CIP & Sewer)	<u>(3,193,717)</u>
Change in fund balance	60,484
Fund balance beginning of year	21,785,016
Fund balance at end of year	\$21,845,500

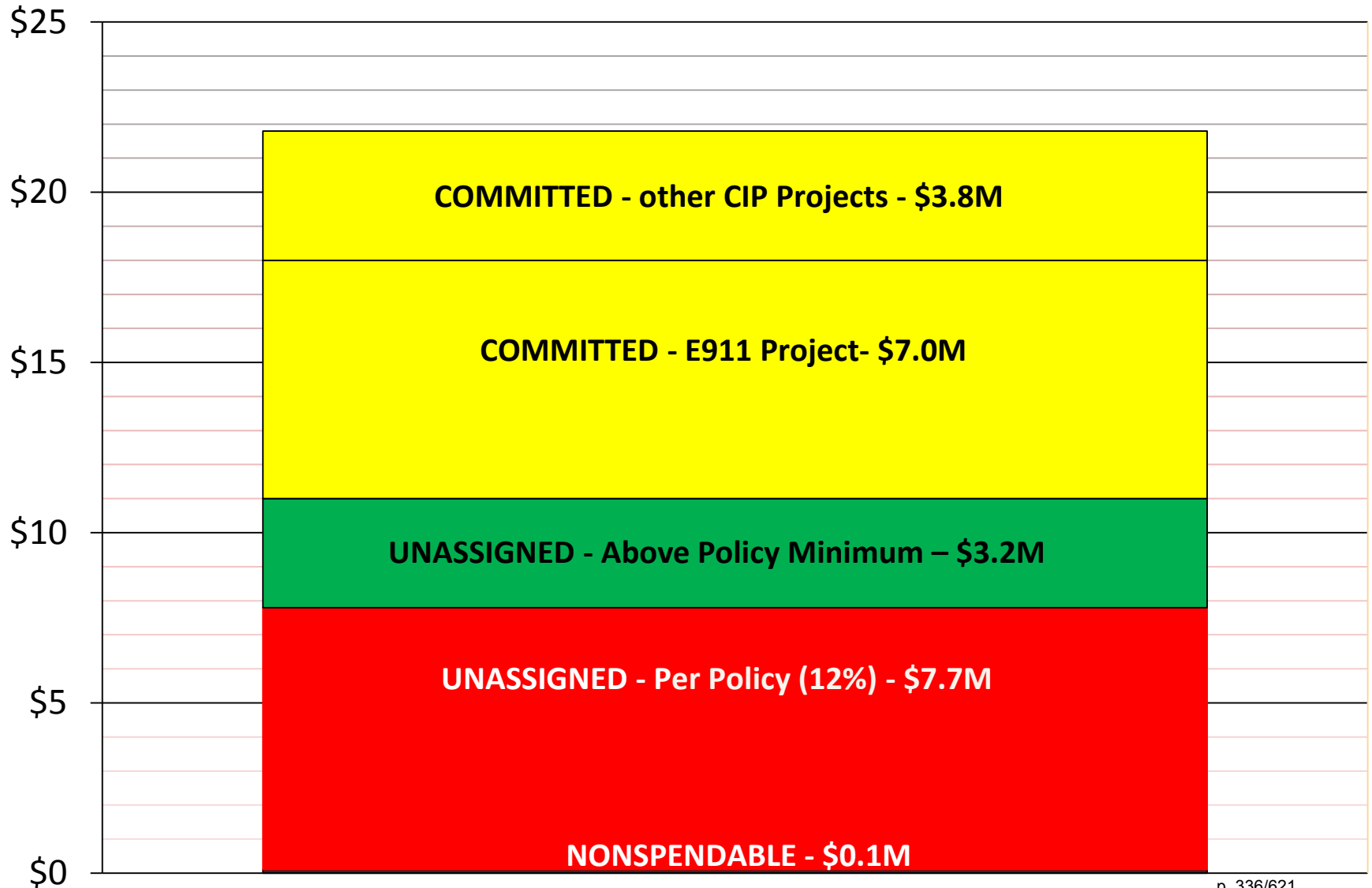


General Fund Balance June 30, 2015

As of June 30, 2015	
Non-spendable (Prepaid expenses, N.R.)	\$133,933
Committed (e.g., CIP Projects)	10,737,302
Assigned (Prior obligations)	0
Unassigned	<u>10,974,265</u>
Total	\$21,845,500
Unassigned Fund Balance Target per Policy	\$7,734,220
Excess Above Target	\$3,240,045



Fund Balance (in Millions)



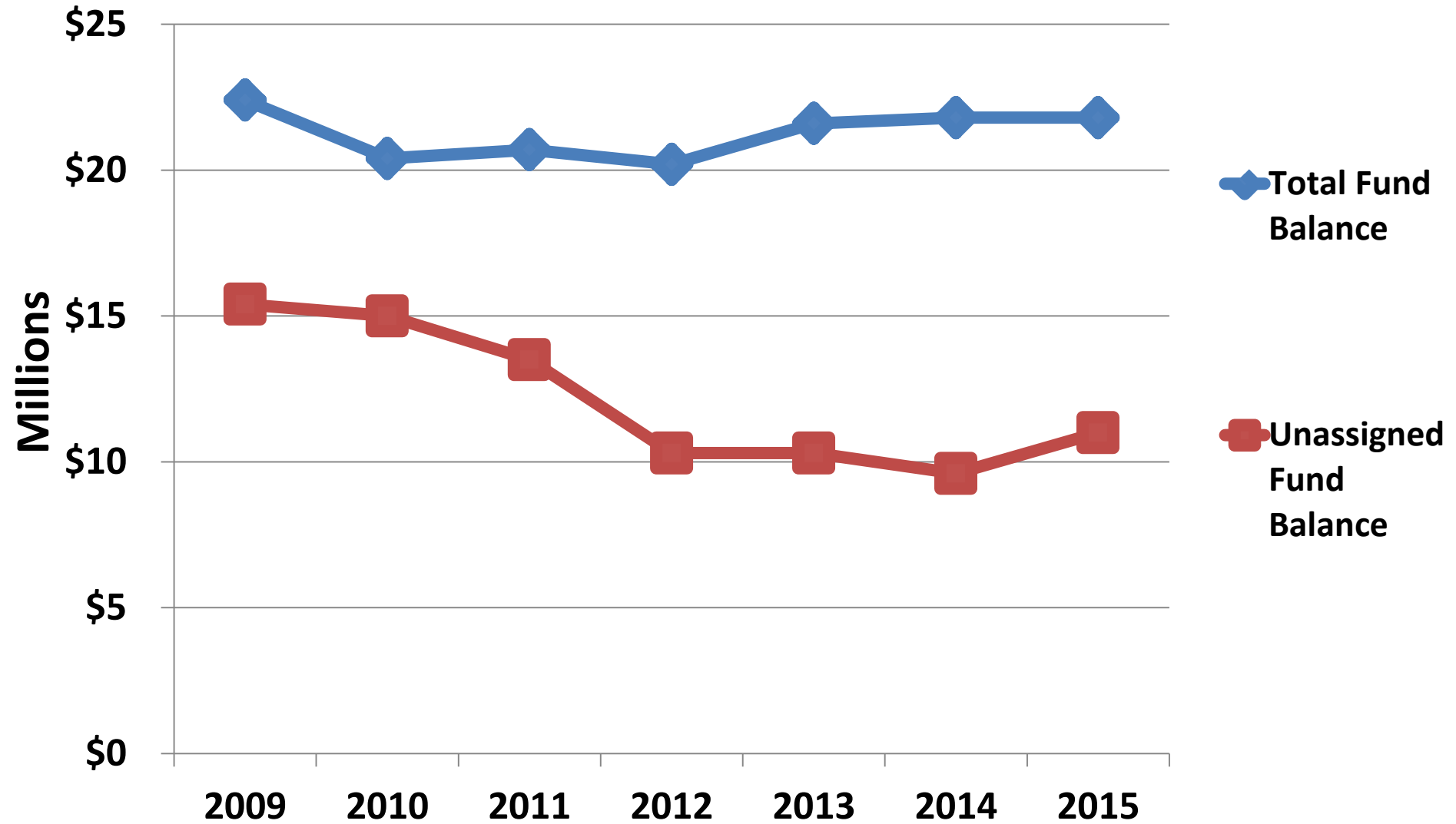


Funds Committed to CIP Projects (6/30/15)

Original Budget Year	Project	Project Funds Remaining
FY12	Replacement of Co Bldg HVAC	224,043
FY12	E911 Radio	6,979,682
FY12	Round About @ Rt 15 & 53	244,700
FY12	Old HS WW treatment plant PH I-FY12	27,450
FY13	County Reserve	148,494
FY13	School Reserve	251,001
FY14	Pleasant Grove Amphitheater	5,000
FY14	Hydrogeologic Study	19,595
FY14	Water/Sewer Zion Crossroads	529,000
FY14	Building Assessment	21,860
FY14	Sheriff Reserve for Vehicles	82,580
FY14	Schools MUNIS Financial Systems	70,474
FY14	Recoat Central WW Treatment Plant	70,000
FY14	Carysbrook Renovation	153,978
FY14	Courthouse Security System	144
FY15	Fork Union Community Center Roof	62,620
FY15	MACAA Building Improvements	582
FY15	County Vehicle Replacement	28,251
FY15	Sheriff's Office Mobile Computers	6,717
FY15	F&R Personal Protective Equipment	1,215
FY15	F&R Vehicle Replacement & Rechasis	21,288
FY15	School Buses	36,120
FY15	Schools Wireless Technology Upgrades	125,595
FY15	Schools Safety & Security Upgrades	77,273
FY15	Convenience Center Road & Trailer	22,000
FY15	School Transportation & Facility Vehicles	17
FY16	County VoIP Phone System	144,925
FY16	FSCO Evidentiary Camera Project	66,000
FY16	Server Consolidation & Disaster Recovery	82,905
FY16	Phillips MRx Wireless Link Upgrade	35,180
FY16	F&R Vehicle Replacement & Rechasis	310,000
FY16	MACAA & Carysbrook Building Improvements	75,000
FY16	Asbestos Abatement & Floor Replacement	43,500
FY16	Foundation & Drainage Repairs	150,000
FY16	Schools Floor Covering Replacement	100,000
FY16	Sheriff Reserve for Vehicles	93,750
FY16	School Buses	384,238
FY16	School Transportation & Facility Vehicles	25,000
TOTAL		10,720,077



General Fund Balance - FY09 to FY15



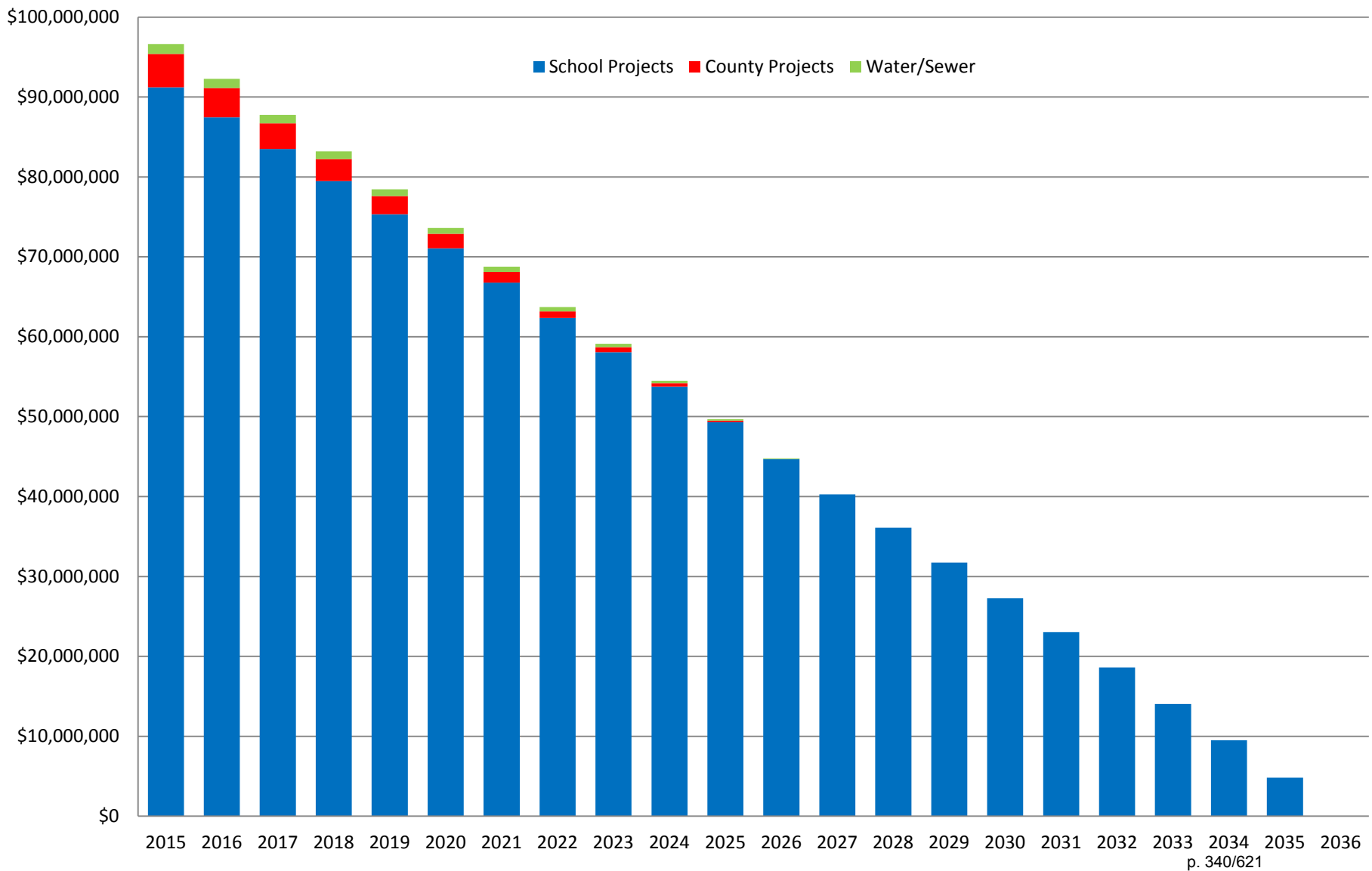


Debt & Capital Leases - June 30, 2015

General Obligation Bonds	\$89,055,945
Literary Fund Loans	2,168,958
State Moral Obligation Bonds	3,520,000
Capital Leases	638,273
Water/Sewer Bonds	1,249,965
Total	\$96,633,141



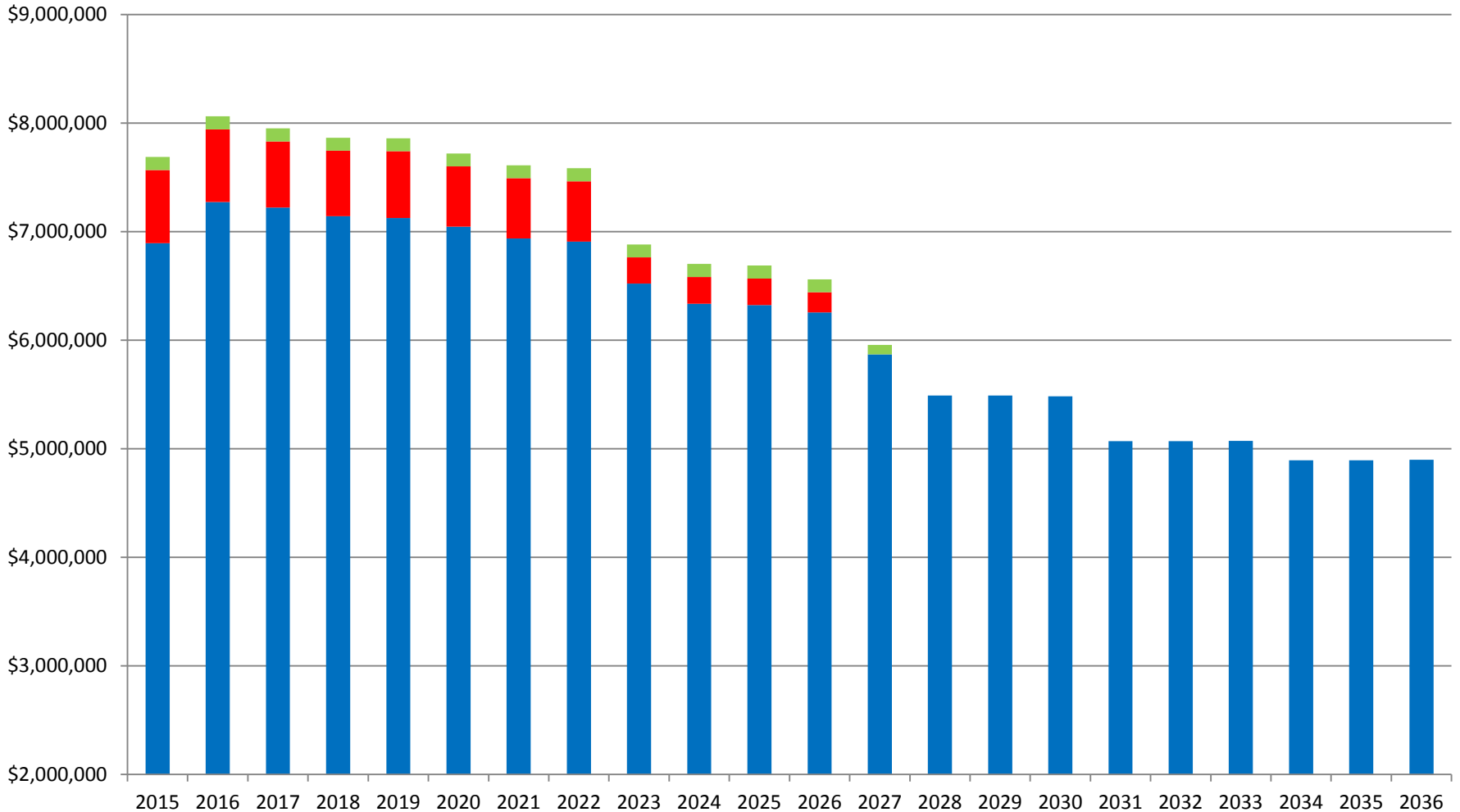
Total Debt (at end of FY)





Annual Debt Service

■ School Projects ■ County Projects ■ Enterprise



Debt Service as of June 30, 2015



Robinson, Farmer, Cox Associates

- **Audit Opinion**
- **Management Letter**
- **Questions?**



**County of Fluvanna,
Virginia**

Comprehensive Annual Financial Report

**Fiscal Year Ended
June 30, 2015**

*A great place to live,
learn, work, and play!*

COUNTY OF FLUVANNA, VIRGINIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
YEAR ENDED JUNE 30, 2015

Prepared By:

Department of Finance
County of Fluvanna, Virginia
Eric Dahl
Director of Finance

COUNTY OF FLUVANNA, VIRGINIA

Comprehensive Annual Financial Report For The Fiscal Year Ended June 30, 2015

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

BOARD OF SUPERVISORS

Mozell H. Booker, Chair
Fork Union District

Robert Ullenbruch, Vice Chair
Palmyra District

Mike Sheridan
Columbia District

Donald W. Weaver
Cunningham District

Tony O'Brien
Rivanna District

STAFF

Steven M. Nichols
County Administrator
snichols@fluvannacounty.org

Kelly Belanger Harris
Clerk to the Board
kharris@fluvannacounty.org

December 7, 2015

To the Citizens of Fluvanna County, Virginia To the Honorable Members of the Board of Supervisors of Fluvanna County

We are pleased to submit to you the Comprehensive Annual Financial Report (CAFR) for the County of Fluvanna (the "County") for the fiscal year ended June 30, 2015. The *Code of Virginia* requires that local governments publish, within six months of the close of each fiscal year, a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with auditing standards generally accepted in the United States of America by a firm of licensed certified public accountants. This report has been prepared by the Department of Finance in accordance with the standards of financial reporting as prescribed by the Governmental Accounting Standards Board (GASB), the Financial Accounting Standards Board (FASB) where applicable, and the Auditor of Public Accounts (APA).

This report consists of management's representations concerning the finances of the County. Consequently, management assumes full responsibility for the completeness and fairness of presentation of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the County has established a comprehensive internal control framework that is designed to ensure compliance with applicable laws, regulations and County policies, to safeguard the County's assets, and to compile sufficient reliable information for the preparation of the County financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the County's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and accurate in all material respects, and presents fairly the financial position and results of operations of the various funds and component units of the County.

This report is intended to provide informative and relevant financial information for the citizens of the County, the Board of Supervisors (the Board), investors, creditors and other concerned readers. All are encouraged to contact the Department of Finance with any comments or questions concerning this report.

The County's financial statements have been audited by Robinson, Farmer, Cox, Associates, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the County for the fiscal year ended June 30, 2015, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

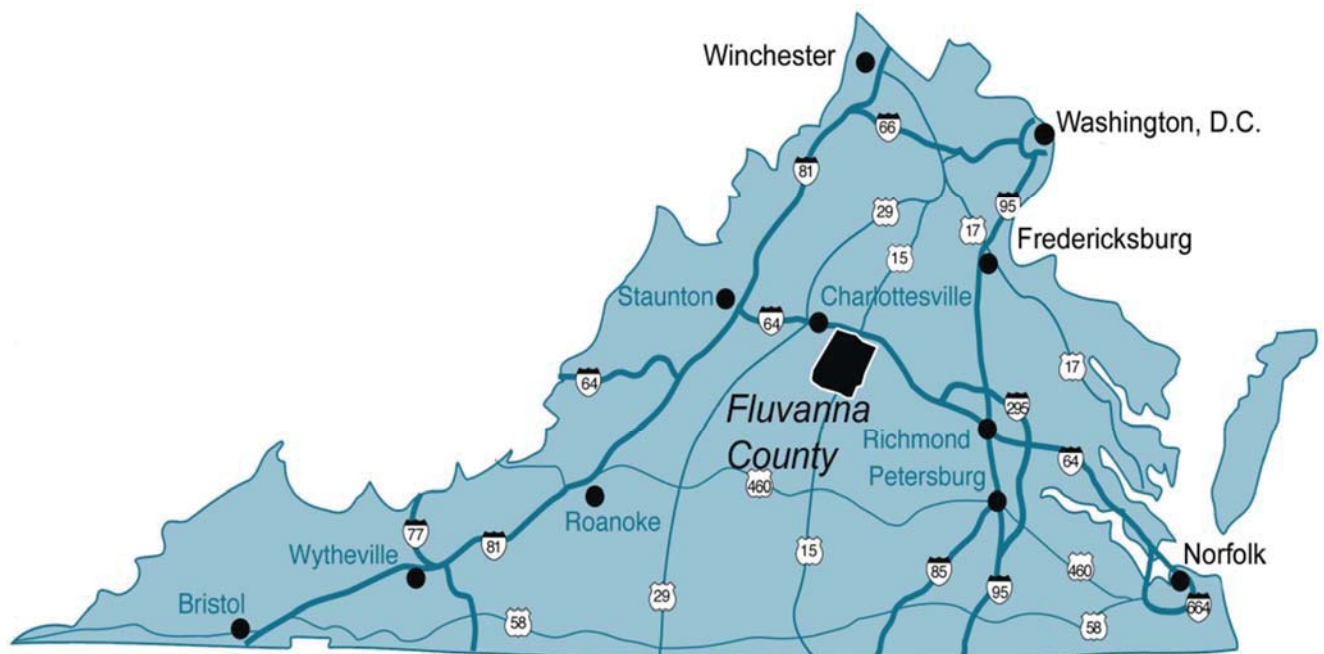
The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the County's financial statements for the fiscal year ended June 30, 2015 are fairly presented in all material respects, in conformity with GAAP. The auditors' report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the County's compliance with the financial and administrative requirements applicable to each of the County's major federal programs. These reports are available in the Compliance Section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The County's MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE COUNTY

The County was established in 1777 after several divisions from other counties with the final division from Albemarle County. Fluvanna County was once part of Henrico County, one of the original shires of the Virginia Colony. In 1727, Henrico County was divided and Fluvanna County became a part of Goochland County. Goochland County was divided in 1744 and Fluvanna became a part of Albemarle County. In 1777, Albemarle County was divided to create Fluvanna County. The County was named for the Fluvanna River, the name given to the James River west of Columbia. Fluvanna is Latin for "Anne's River" – in honor of Queen Anne of England. Palmyra was made the county seat in 1828 and remains the county seat today. It quickly became a thriving town after the courthouse was completed in 1830. While Palmyra has changed and modernized over the years, it still possesses an aura of tranquility.



PROFILE OF THE COUNTY (CONTINUED)

The County operates under the traditional board form of government as defined under Virginia law. The governing body of the County is the Board of Supervisors, which establishes policies for the administration of the County. The Board of Supervisors consists of five members representing the five electoral districts in the County: Columbia, Cunningham, Fork Union, Palmyra, and Rivanna. The Board of Supervisors appoints a County Administrator to serve as the administrative manager of the County. The County Administrator serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, and directs business and administrative procedures within the County government. The County has taxing powers subject to statewide restriction and tax limits.

Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, Virginia, and 25 miles southeast of Charlottesville, Virginia. The location of the County can be described as the Piedmont Plateau Physiographic Province and is characterized by gently rolling hills. The County encompasses a land area of 282 square miles. Two U.S. primary and two State primary routes traverse the County. The County is bounded, in effect, by Interstate 64 to the north and by the James River to the south. The Rivanna River, the Commonwealth's first designated "Scenic River", bisects the county and joins the James at the historic town of Columbia. Agriculture remains important in Fluvanna's economy. Two-thirds of the county's land is forested with most open land devoted to farming and grazing.

In addition to the elected Board of Supervisors, five constitutional officers are elected. These officers include the Clerk of the Circuit Court, the Sheriff, the Commonwealth's Attorney, the Treasurer, and the Commissioner of the Revenue. Two officials are elected to serve as County representatives on the Thomas Jefferson Soil & Water Conservation District Board. Five officials are elected to serve as the Fluvanna County School Board.

The departments of the Board of Supervisors, County Administrator, County Attorney, Commissioner of the Revenue, Treasurer, Information Technology, Finance, Registrar, and Human Resources constitute the general government administration of the County. The County Administrator, Constitutional officers, along with the Directors of the various departments, implement the laws and policies of the County by developing and executing the procedures that are necessary in order to provide general support services to County residents.

The Court system is made up of the Circuit Court, General District Court, Juvenile and Domestic Relations Court, Clerk of the Circuit Court, Court Services, and Commonwealth's Attorney. The public safety operations of the County include the Sheriff, Emergency Communications, Emergency Management, Fire and Rescue Squads, Animal Control, Building Inspections, Blue Ridge Juvenile Detention, and Central Virginia Regional Jail.

Public Works category is comprised of the departments of facilities, utilities, and public works which administers capital projects of the County and oversees solid waste management, sewer, and the Fork Union Sanitary District.

The Department of Social Services determines eligibility for public assistance programs, which are mandated by federal and state law. The Community Services Board provides mental health, mental retardation, and substance abuse services. In addition, it provides adult services, group home services, and supervised living services. Fluvanna is served by the Thomas Jefferson Health District along with Charlottesville, and Albemarle, Greene, Louisa, and Nelson counties.

Parks and Recreation provides and promotes leisure services including park activities, educational and hobby programs, senior citizen activities, youth programs, adult athletic leagues, special events, and other activities for County residents. The Fluvanna County Library provides public library service to the County.

PROFILE OF THE COUNTY (CONTINUED)

The Planning and Zoning Department provides numerous services that relate to the well-being and orderly development of the community. Primary areas of responsibility include the Comprehensive Plan, current and long range planning, and code enforcement. This Department also maintains the geographic information system (GIS) for developing, maintaining, and distributing geographic related data sets and applications. The Economic Development Department has responsibility for attracting and retaining high quality business and industry.

The County provides education through its own school system administered by the Fluvanna County School Board (the School Board). The County promotes commerce through the Economic Development Authority of Fluvanna County, Virginia (the EDA). These agencies have been classified as discretely presented component units in the financial reporting entity because they are legally separate entities for which the County is financially accountable. The EDA has the power to issue tax-exempt industrial development revenue bonds on behalf of qualifying enterprises wishing to utilize that form of financing, as well as to finance County facilities. Those bonds do not constitute a debt or pledge of the faith and credit of the County, but represent limited obligations of the EDA payable solely from the revenue and receipts derived from the projects funded with the proceeds.

The School Board administers its own appropriations within the categories defined by the Commonwealth of Virginia. The Board of Supervisors' financial accountability over the School Board is also limited to approving transfers to the education funds and authorizing school debt issuances. The Fluvanna County Public Schools is the single largest service provided by the County. The elected School Board is composed of five members who represent the five electoral districts. The School Board appoints a Superintendent to administer the policies of the School Board. The school system is comprised of one high school, one middle school, and three elementary schools. The combined enrollment as of June 2015 totaled 3,547 students. The Fluvanna High School Completion Rate is 91.2% (VA On-Time Graduation Rate) with 72% of graduates seeking higher education.

Virginia law requires the County to maintain a balanced budget in each fiscal year. The annual budget serves as the foundation of the County's financial planning and control. These budgetary controls ensure compliance with provisions embodied in the annual appropriated budget approved by the Board of Supervisors. Activities of the general fund and capital projects fund are included in the annual appropriated budget. All agencies and departments of the County are required to submit requests for appropriation to the County Administrator by the date established in the budget calendar. The County Administrator uses these requests as the starting point for developing a proposed budget. Then, the County Administrator presents the proposed budget to the Board who begin a series of work sessions. The Board is required to hold a public hearing on the proposed budget and to adopt a final budget by no later than June 30th, the close of the County's fiscal year, as required by 15.2-2503, Code of Virginia of 1950, as amended. A budget is not required for fiduciary funds. The appropriated budget is prepared by fund and function (e.g., public safety) with the appropriations resolution adopted by the Board placing legal restrictions on expenditures at the fund and function level.

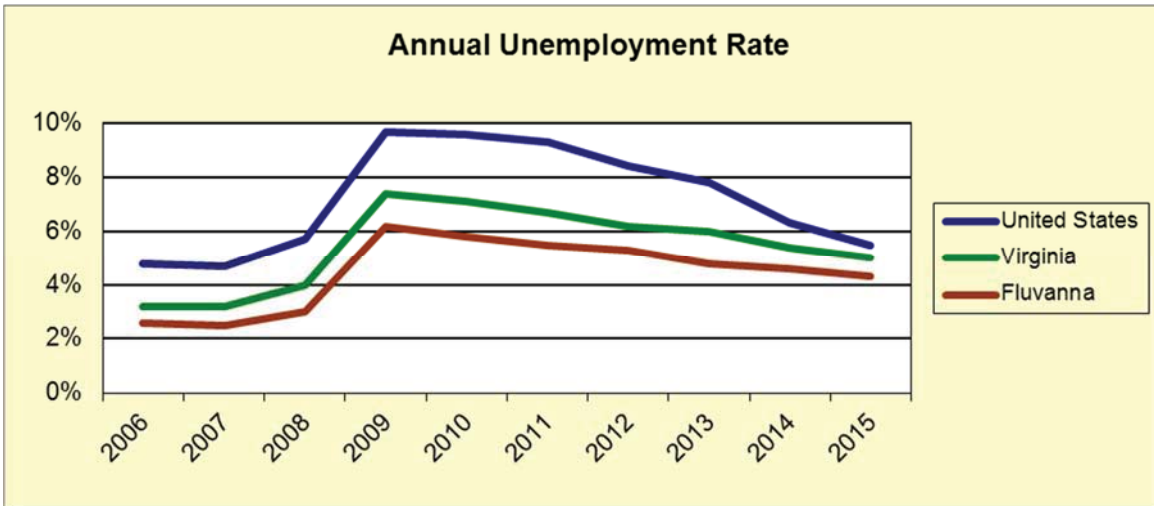
When necessary, the Board of Supervisors approves amendments to the adopted budget in accordance with 15.2-2507, Code of Virginia of 1950, as amended. Budgetary compliance is monitored and reported at the department level. The budget is implemented through appropriations that the Board makes annually, with supplemental appropriations made as required. These appropriations, except those to incur mandated expenditures, may be greater or less than contemplated in the budget.

FACTORS AFFECTING FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Fluvanna County operates.

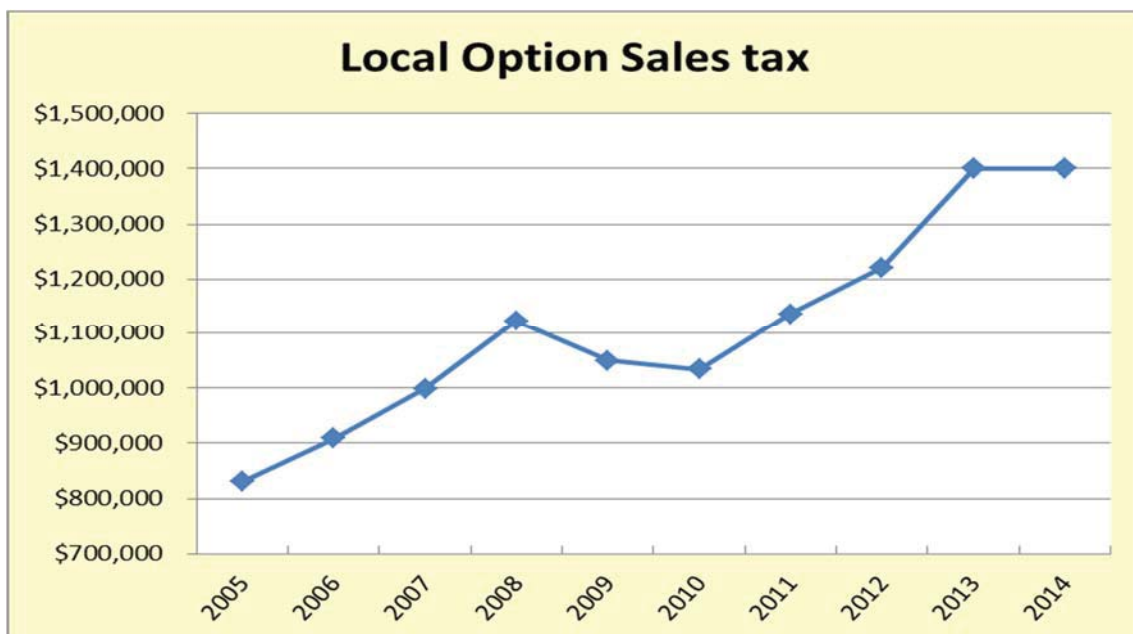
Local Economy

Based on available economic data, the local unemployment rate was 4.3% at June 30, 2015, 0.3% lower than the 4.6% at June 30, 2014. The local unemployment rate compares favorably to the state and national rate of 5.0% and 5.5%, respectively. The predominant industries are government, education, administrative and support services, health care, and retail trade. As seen in the chart below, while unemployment in Fluvanna County continues to compare favorably to the state and national numbers, unemployment remains higher than at pre-recession levels.



Source: Virginia Employment Commission, Local Area Unemployment Statistics

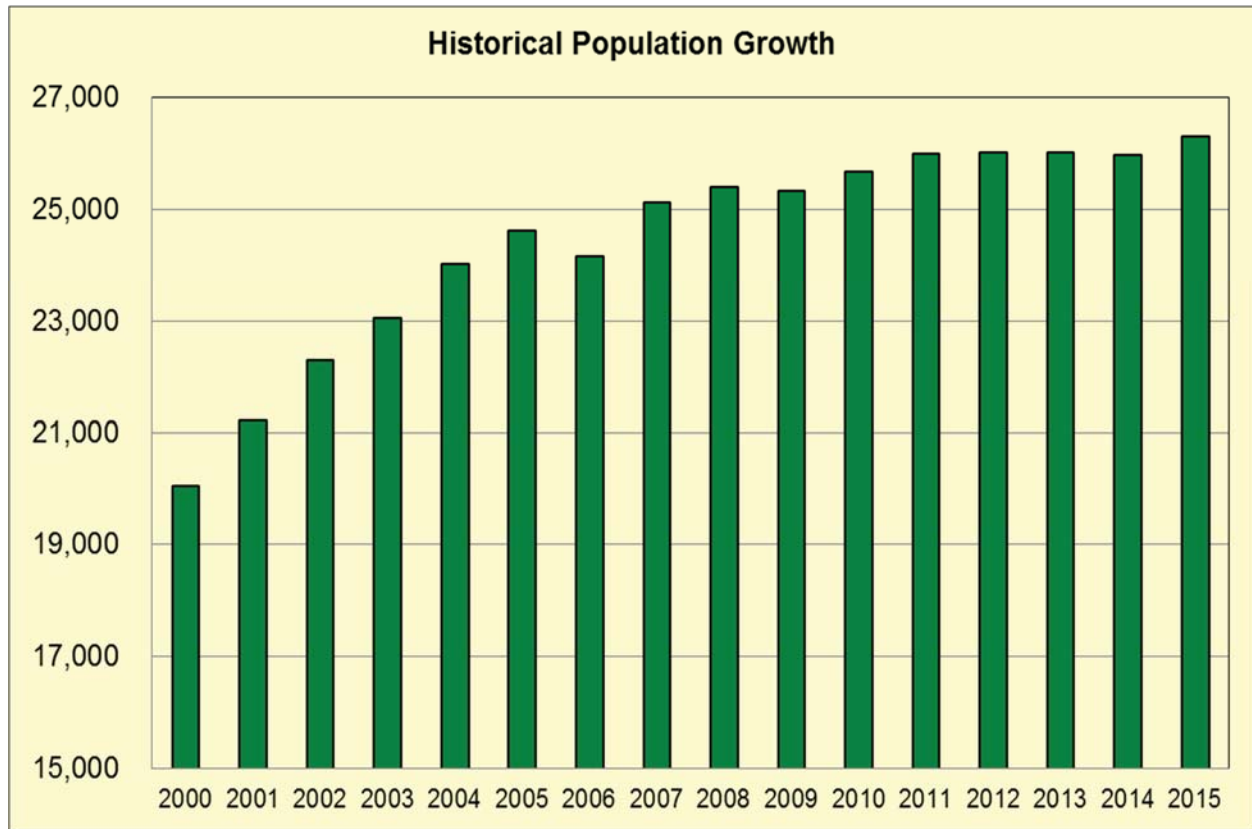
Sales tax revenue can also be an indicator of the overall condition of the County’s economy. As seen in the chart below, there has been strong growth in sales tax revenue in Fluvanna County over the past ten years. The effects of the recession are seen in 2009 and 2010; however, local option sales tax revenue has increased 28.7% from 2010 to 2013. In 2014, sales tax revenue has remained unchanged from the 2013 levels.



Source: Virginia Department of Taxation

FACTORS AFFECTING FINANCIAL CONDITION

The population growth in the County has increased over the years due to competitively priced housing, a rural setting, and approximation to major urban centers including Charlottesville, Richmond, and Washington, D.C. Fluvanna County saw an increase of 28.2% between the 2000 and the 2010 census. However, population growth has moderated from 2010 to 2015 at a rate of 6.8%.



Source: Weldon Cooper Center for Public Service

The County received their first formal public credit ratings in July 2008. Standard & Poor's provided a rating of AA- with remarks of "strong wealth and income levels, developing local economy has access to the Charlottesville core based statistical area, and solid financial performance with positive operating results and strong reserves." Moody's provided a rating of Aa2 (recalibration of ratings under the Global Scale) with remarks of "favorable location along Interstate 64 between the major employment centers of Charlottesville (G.O. rated Aaa) and Richmond (G.O. rated Aa3/stable outlook) is expected to support ongoing growth, albeit at more moderate levels." In March 2012, Standard & Poor's affirmed its AA- rating with a stable outlook. In May 2014, Standard & Poor's upgraded its rating for the County from AA- to AA with a stable outlook.

Financial Policies

Fluvanna continues to adhere to a conservative fund balance policy that maintains unassigned fund balance at a minimum of 12% of General Fund revenues plus component unit School Fund revenues, less the operating transfer from the General Fund.

MAJOR INITIATIVES

For fiscal year 2015, following the priorities established by the County of Fluvanna Board of Supervisors, and with the assistance and guidance of the County Administrator, County staff and agencies implemented and continued a number of specific projects designed to provide County residents with cost efficient government while enhancing their home and employment environment. Major initiatives begun, continued, or completed during this fiscal year are:

Pleasant Grove Manor House Rehabilitation and Western Trailhead Project

Pleasant Grove Park consists of just less than 1,000 acres located on Route 53 just west of the intersection of U.S. 15 and Route 53. The manor house in 2004 was officially entered into the Virginia Landmarks Register and National Register of Historic Places. The adaptive reuse project includes 1) rehabilitation of the exterior of the house, 2) renovation of the interior for Parks & Recreation office space, Welcome Center and Museum to showcase the history of the historic Rivanna River Canal Navigation system which served as the primary mode of transportation in the late 18th and early 19th centuries, and 3) construction of a new architecturally compatible two-story addition. In conjunction, the Western Trailhead project included construction of an adjoining Comfort Station and parking lot for both the Western Trailhead and the Pleasant Grove House. In collaboration with the Fluvanna Historical Society, funds totaling \$879,761 were raised through Federal, State, and Private grants including a County appropriation of \$495,000. Rehabilitation and construction began in July 2013 and the project was completed in fall 2014.

Municipal Software

In fiscal year 2010, the Board of Supervisors appropriated \$427,000 for the purchase of a financial management software and hardware system. In May 2010, the Board of Supervisors awarded a contract to Tyler Technologies. The new system is a comprehensive financial solution including general ledger, budgeting, GASB 34 reporter, HR/payroll, revenues including VA Tax, and utility billing. Project implementation began in August 2010. The financial module including general ledger, budgeting, purchasing, and accounts payable went live April 2011. The VA Tax module went live August 2014. To date, all purchased modules have been implemented for the County.

In fiscal year 2014, the Board of Supervisors appropriated \$185,000 for the purchase of the same financial management software and hardware for the School Board. Project implementation began in October 2014. The financial module including general ledger, budgeting, purchasing, and accounts payable went live July 2015. Completion of implementation for the School Board is targeted for summer of 2016.

Fork Union Streetscape Enhancement Project

In fiscal year 2007 and subsequently in fiscal year 2009, the County was awarded 2 VDOT Transportation Enhancement grants in the amount of \$385,000 and the Board of Supervisors appropriated \$96,760 cash from fund balance as a match. A contract for this project was awarded in February 2015 and anticipated completion is September 2015.

E911 Radio Communications System

In fiscal year 2012, the Board of Supervisors appropriated \$3.5 million cash from fund balance for the planning of a new E911 Radio Communication System. In fiscal year 2013, the Board of Supervisors appropriated an additional \$4.0 million cash from fund balance towards the project. A contract was awarded in June 2015 for \$6.6 million. The scheduled completion date for the project is December 2016.

MAJOR INITIATIVES (CONTINUED)

Middle School Renovation

In fiscal year 2015, the Board of Supervisors appropriated \$5.1 million for the renovation of Fluvanna Middle School. The project was funded with long-term debt issued through the Virginia Public School Authority. The project will include a new HVAC system, roofing, new dropped ceilings and LED lighting, gymnasium flooring and other improvements. This project was awarded in spring 2015 and is scheduled for completion in the summer of 2016.

Zion Crossroads Water and Sewer System

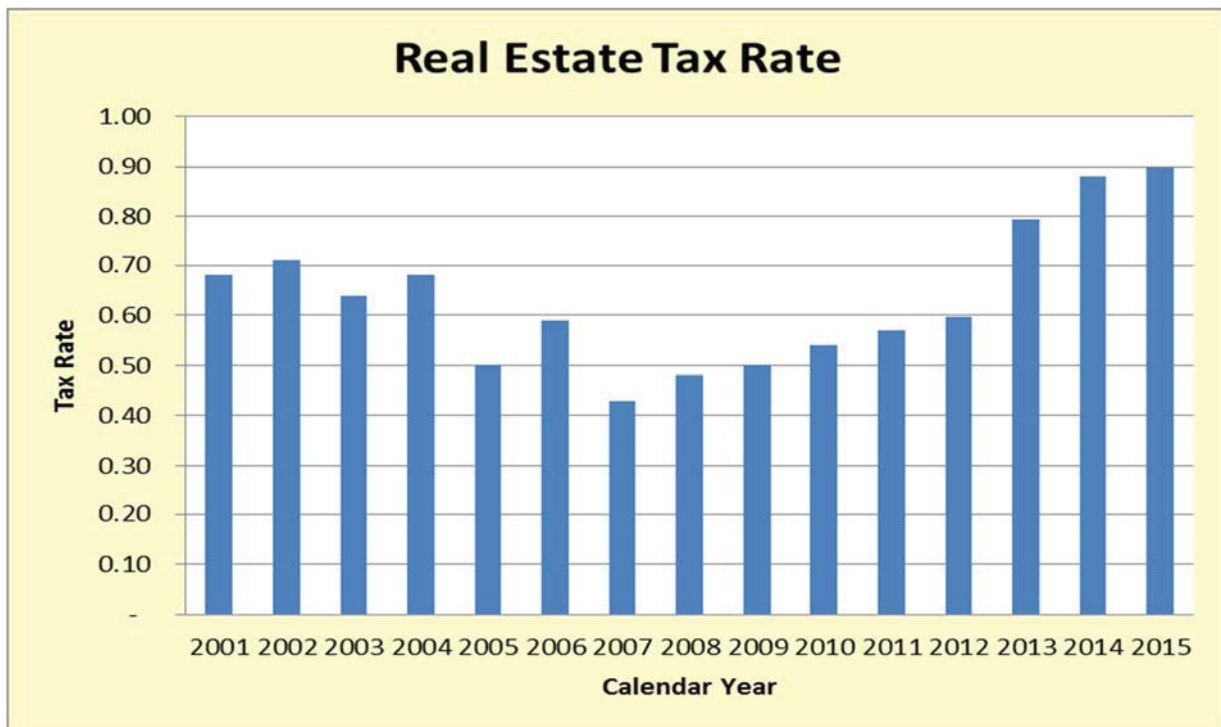
In fiscal year 2014, the Board of Supervisors appropriated \$575,000 cash from fund balance for the design of the Zion Crossroads Water and Sewer System. In fiscal year 2015, the Board of Supervisors appropriated an additional \$4.1 million towards the project, with the anticipated funding source to be long-term debt. Funding for the design of this project is under review, with a project completion date TBD.

James River Water Authority (JRWA) Water System

In fiscal year 2014, the Board of Supervisors appropriated \$175,000 cash from fund balance for initial permitting and design costs of the JRWA Water System. In fiscal year 2015, \$2.8 million was appropriated towards the project design and construction, with the anticipated funding source to be long-term debt. In the same fiscal year, the Board of Supervisors appropriated an additional \$362,500 cash from fund balance for the project. The permitting for this project began in the spring of 2014, with project approvals and completion date TBD.

PROSPECTS FOR THE FUTURE

For the fiscal year 2016, the Board of Supervisors approved an operating budget of \$68.3 million inclusive of a General Fund budget of \$43.4 million and a school fund budget of \$37.3 million. The Board of Supervisors elected to increase the real estate tax rate to \$0.899 per \$100 of assessed value for calendar year 2015. Below is a historical real estate tax rate graph for the County.



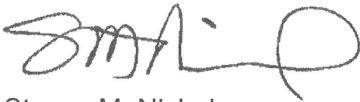
Awards and Acknowledgments

The Governmental Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting (CAFR) to the County of Fluvanna for its comprehensive annual financial report for the fiscal year ended June 30, 2014. This is the eighth year that the County has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report could not have been accomplished without the cooperation and dedication of the staff of the Fluvanna County Finance Department, Robinson Farmer Cox Associates, and all County agencies and departments that assisted and contributed to the preparation of this Report. Credit also must be given to the Board of Supervisors for their unwavering support for maintaining the highest standards of professionalism in the management of Fluvanna County's finances.

Respectfully submitted,



Steven M. Nichols
County Administrator



Eric M. Dahl
Director of Finance

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COUNTY OF FLUVANNA, VIRGINIA
DIRECTORY OF PRINCIPAL OFFICIALS
June 30, 2015

Board of Supervisors

Mozell H. Booker, Chair Fork Union District
Robert Ullenbruch, Vice Chair Palmyra District
John M. Sheridan Columbia District
Anthony P. O'Brien Rivanna District
Donald W. Weaver Cunningham District
Kelly Belanger Harris Clerk

Constitutional Officers

Andrew M. Sheridan Commissioner of Revenue
Linda H. Lenherr Treasurer
Jeffrey W. Haislip Commonwealth's Attorney
Eric B. Hess Interim Sheriff
Bouson E. Peterson, Jr. Clerk of the Circuit Court

County Administrative Officials

Steven M. Nichols County Administrator

School Board

Camilla Washington, Chair Columbia District
Brenda Pace, Vice Chair Palmyra District
Carol Tracy Carr Rivanna District
Bertha Armstrong Fork Union District
Charles Rittenhouse Cunningham District
Brandi Critzer Clerk

School Administrative Officials

Gena Keller Superintendent of Schools
Chuck Winkler Assistant Superintendent of Administration

Social Services Board

Kathy Brent, Chair Columbia District
Tom E. Payne, Vice Chair Palmyra District
Linda Y. Mitchell Cunningham District
Deborah T. Johnson Fork Union District
Leonard Gardner Rivanna District
Robert Ullenbruch Board of Supervisor's Representative

Social Services Administrative Official

Kimberly Mabe Director of Social Services

Other Officials

Hon. Susan L. Whitlock Judge of the Circuit Court
Hon. Dale B. Durrer Judge of the General District Court
Hon. Claude V. Worrell Judge of the Juvenile and Domestic Relations District Court

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Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**County of Fluvanna
Virginia**

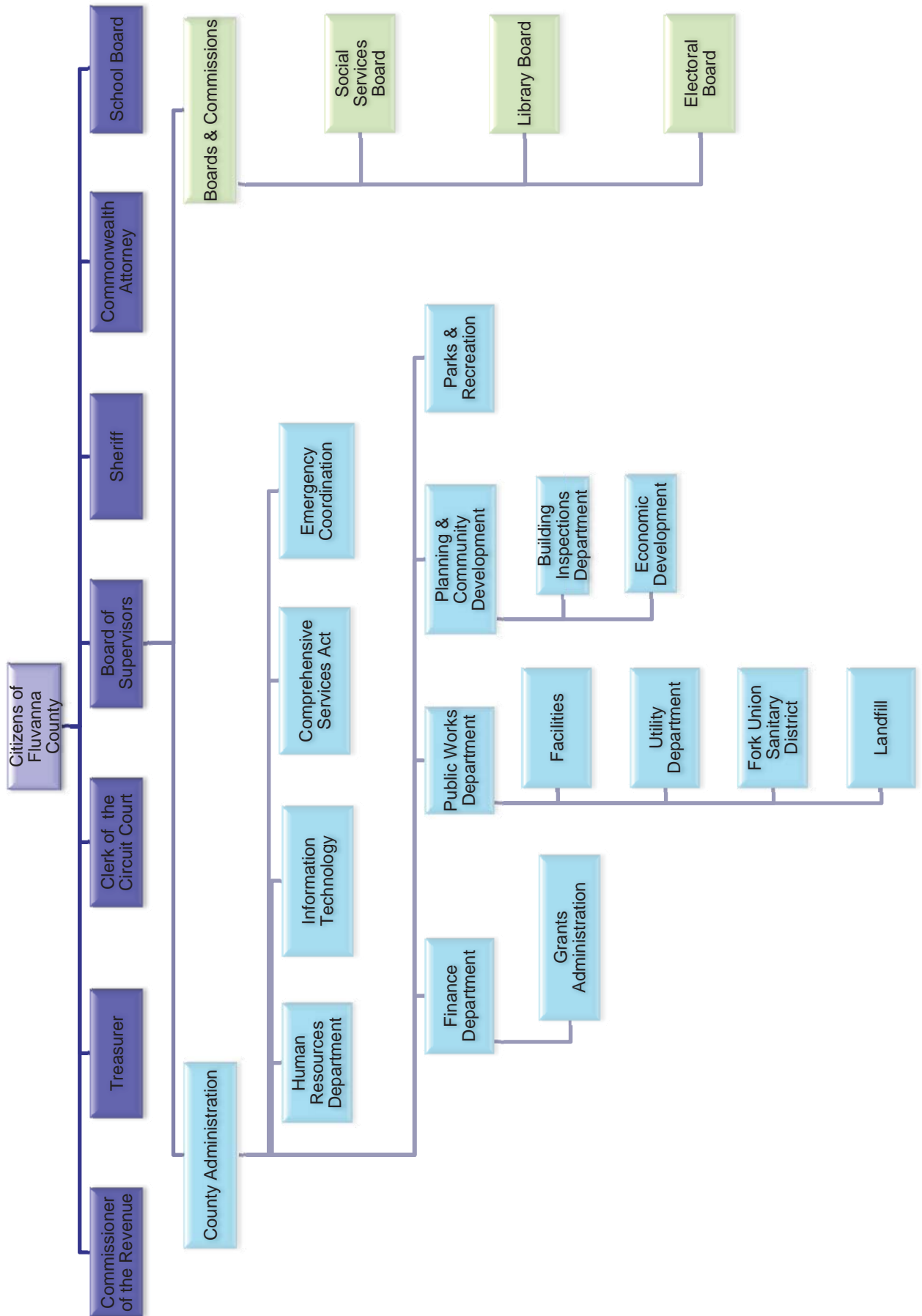
For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2014

Executive Director/CEO

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Fluvanna County Organizational Chart



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Independent Auditors' Report

**To the Honorable Members of the Board of Supervisors
County of Fluvanna, Virginia**

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of County of Fluvanna, Virginia, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Fluvanna, Virginia, as of June 30, 2015, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As described in Note 20 to the financial statements, in 2015, the County adopted new accounting guidance, GASB Statement Nos. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* and 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and schedules related to pension and OPEB funding on pages 21-30, 117, and 118-123 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The budgetary comparison information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County of Fluvanna, Virginia's basic financial statements. The introductory section, other supplementary information, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

The other supplementary information and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 7, 2015, on our consideration of the County of Fluvanna, Virginia's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering County of Fluvanna, Virginia's internal control over financial reporting and compliance.

Robinson, Farnum, Cox Associates

Charlottesville, Virginia
December 7, 2015

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MANAGEMENT'S DISCUSSION AND ANALYSIS

To the Honorable Members of the Board of Supervisors To the Citizens of Fluvanna County County of Fluvanna, Virginia

The management of the County of Fluvanna, Virginia presents the following discussion and analysis as an overview of the County's financial activities for the fiscal year ended June 30, 2015. We encourage readers to read this discussion and analysis in conjunction with the transmittal letter in the Introductory Section of this report, and the County's financial statements which follow this discussion and analysis.

Financial Highlights

- The assets and deferred outflows of the County exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$44.0 million (net position). Of this amount, \$21.1 million (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The County's total net position increased by \$1.7 million, of which the governmental activities increased by \$1.7 million and business-type activities remained unchanged.
- As of the close of fiscal year 2015, the County's governmental funds reported combined ending fund balances of \$26.6 million (Exhibit 3). Approximately 41.3% of this amount (\$11.0 million) is available for spending at the government's discretion (unassigned fund balance).
- At the end of the current fiscal year, unrestricted fund balance (the total of committed, assigned, and unassigned components of fund balance) for the general fund was \$21.8 million, or approximately 54.7% of total general fund expenditures.
- The County's total long-term obligations decreased by \$200,000 during fiscal year 2015. This net decrease was the result of principal payments on existing debt, new debt issuance, debt retirements/refundings and recognition of a net pension liability for fiscal year 2015.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components:

1. Government-wide financial statements,
2. Fund financial statements, and
3. Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves.

Overview of the Financial Statements: (Continued)

Government-Wide Financial Statements

The *government-wide financial statements* (Exhibits 1 and 2) are designed to report information about the County as a whole using accounting methods similar to those found in the private sector. They also report the County's net position and how it has changed during the fiscal year. These statements provide both short-term and long-term information about the County's overall financial status.

The *statement of net position* (Exhibit 1) presents information on all of the County's assets, liabilities, and deferred inflows/outflows of resources including governmental activities, business-type activities, and component unit activities. Net position is the difference between assets and deferred outflows and liabilities and deferred inflows, which provides a measure of the County's financial health, or financial condition. Over time increases or decreases in the net position may serve as an indicator of whether the County's financial condition is improving or deteriorating. Other non-financial factors will also need to be considered, such as changes in the County's property tax base and the condition of the County's facilities.

The *statement of activities* (Exhibit 2) presents information using the accrual basis of accounting, and shows how the County's net position changed during the fiscal year. All of the current year's revenues and expenses are shown in this statement, regardless of when cash is received or paid. The Statement of Activities presents expenses before revenues to emphasize that the government's revenue is generated for the express purpose of providing services.

In the government-wide financial statements, the County's activities are divided into three categories:

Governmental activities: Most of the County's basic services are reported here, including general governmental; judicial administration; public safety; public works; health and welfare; education; parks, recreation and cultural; and community development. These activities are financed primarily by property taxes, other local taxes, and Federal and State grants.

Business-type activities: The County charges fees to users to cover all, or a significant portion, of the costs associated with the provision of certain services. These business-type activities of Fluvanna County are intended to be self-supporting and include the Fork Union Sanitary District and the sewer program.

Component units: The County has two component units, the Fluvanna County Public Schools (School Board) and the Economic Development Authority of Fluvanna County, which are included in this annual financial report. Although legally separate, the discretely presented component units are important because the County is financially accountable for them. A primary government is accountable for an organization if the primary government is able to impose its will on the organization or the organization is capable of imposing specific financial burdens on the primary government. The County approves debt issuances to finance School Board assets and provides significant funding for its operation. Additional information on the component units can be found in Note 1 of the Notes to Financial Statements section of this report.

Fund Financial Statements

These statements focus on individual parts of the County's government, reporting the County's operations in more detail than the government-wide statements. Funds are used to ensure compliance with finance-related legal requirements and are to keep track of specific sources of revenue and expenses for particular purposes. The County has three kinds of funds:

Overview of the Financial Statements: (Continued)

Fund Financial Statements: (Continued)

Governmental funds – Most of the County's basic services are included in governmental funds, which focus on (1) the inflows and outflows of cash and other financial assets that can be readily converted to cash, and (2) the balances remaining at year-end that are available for spending. The governmental funds financial statements provide a detailed short-term view that helps the reader determine whether there are more or fewer financial resources that can be spent in the near future to finance the County's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, additional information is provided with the fund financial statements to explain the relationship (or differences). The County has two major funds, the General Fund and the Capital Projects Fund. The General fund is the main operating account of the County and therefore, the largest of the governmental funds. The Capital Projects Fund is used to account for major capital projects, primarily construction related. It provides control over resources that have been segregated for specific capital projects. All other governmental funds, which include special revenue funds, are collectively referred to as non-major governmental funds.

The County adopts an annual appropriated budget for its Governmental funds. A budgetary comparison statement has been provided for the General Fund and Capital Projects Fund to demonstrate compliance with this budget.

Proprietary funds – The County maintains two types of Proprietary Funds: enterprise and internal service. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for its water and sewer programs. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer activities, which are considered to be major funds of the County. Internal service funds are an accounting device used to accumulate and allocate for the County's healthcare activities.

Fiduciary funds – The County is the trustee, or fiduciary, for the County's *agency funds*. It is responsible for ensuring that the assets reported in these funds are used for their intended purposes. All of the County's fiduciary activities are reported in a separate statement of fiduciary net assets and a statement of changes in fiduciary net assets. The County excludes these activities from the County's government-wide financial statements because the County cannot use these assets to finance its operations. Agency funds are County custodial funds used to provide accountability of client monies for which the County is custodian.

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information - In addition to the basic financial statement and accompanying notes, this report also presents certain *required supplementary information* for budgetary comparison schedules and presentation of combining financial statements for the discretely presented component unit School Board. The School Board does not issue separate financial statements.

Government-wide Overall Financial Analysis

Statement of Net Position

Table 1 summarizes the Statement of Net Position (Exhibit 1 in the Financial Section of the CAFR) for the primary government as of June 30, 2015 and 2014.

Table 1

County of Fluvanna, Virginia
Summary of Net Position
(\$ in millions)

	Primary Government					
	Governmental		Business-type		Total	
	Activities		Activities			
	2015	2014	2015	2014	2015	2014
Current and other assets	\$ 47.7	40.6	\$ 0.4	0.3	\$ 48.1	\$ 40.9
Capital assets	101.5	102.9	5.2	5.4	106.7	108.3
Total assets	<u>\$ 149.2</u>	<u>\$ 143.5</u>	<u>\$ 5.6</u>	<u>\$ 5.7</u>	<u>\$ 154.8</u>	<u>\$ 149.2</u>
Total deferred outflows of resources	16.6	16.7	-	-	16.6	16.7
Long-term liabilities outstanding	\$ 100.2	98.0	\$ 1.2	1.5	\$ 101.4	\$ 99.5
Other liabilities	9.1	7.2	0.3	0.2	9.4	7.4
Total liabilities	<u>\$ 109.3</u>	<u>\$ 105.2</u>	<u>\$ 1.5</u>	<u>\$ 1.7</u>	<u>\$ 110.8</u>	<u>\$ 106.9</u>
Total deferred inflows of resources	16.6	14.7	-	-	16.6	14.7
Net position:						
New investment in capital assets	\$ 18.9	18.2	\$ 4.0	4.0	\$ 22.9	\$ 22.2
Unrestricted	21.0	22.1	0.1	0.2	21.1	22.3
Total net position	<u>\$ 39.9</u>	<u>\$ 40.3</u>	<u>\$ 4.1</u>	<u>\$ 4.2</u>	<u>\$ 44.0</u>	<u>\$ 44.5</u>
Implementation of GASB 68	-	(2.1)	-	(0.1)	-	(2.2)
Total net position (as restated in 2014)	<u><u>\$ 39.9</u></u>	<u><u>\$ 38.2</u></u>	<u><u>\$ 4.1</u></u>	<u><u>\$ 4.1</u></u>	<u><u>\$ 44.0</u></u>	<u><u>\$ 42.3</u></u>

As noted earlier, net position over time may serve as a useful indicator of a County's financial position. The County's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$44.0 million at the close of the most recent fiscal year. The County's overall net position increased \$1.7 million from the prior year. The reasons for this overall increase are discussed in the following sections for governmental and business-type activities.

The County's investment in capital assets of \$22.9 million, or 52.1% of total net position, reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure) less any related debt used to acquire those assets that is still outstanding. The County uses these capital assets to provide services to citizens, like schools, libraries, law enforcement, fire and emergency medical services. Consequently, these assets are *not* available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities (i.e., the County's investment in capital assets is of a permanent nature, as assets acquired are generally not sold or otherwise disposed of during their useful life).

The remaining \$21.1 million balance of net position is unrestricted and may be used to meet the County's ongoing obligations to citizens and creditors.

Government-wide Overall Financial Analysis: (Continued)

Statement of Activities

Table 2 summarizes the Statement of Activities (Exhibit 2 in the Financial Section of the CAFR) for the primary government.

Table 2

	County of Fluvanna, Virginia					
	Changes in Net Position					
	(\$in millions)					
	Primary Government					
	Governmental		Business-type		Totals	
	Activities		Activities			
	2015	2014	2015	2014	2015	2014
Revenues:						
Program revenues:						
Charges for services	\$ 0.6	\$ 0.5	\$ 0.4	\$ 0.3	\$ 1.0	\$ 0.8
Operating grants and contributions	4.9	4.8	-	-	4.9	4.8
Capital grants and contributions	0.3	0.9	-	-	0.3	0.9
General revenues:						
General property taxes	30.8	28.6	-	-	30.8	28.6
Other local taxes	3.0	2.9	-	-	3.0	2.9
Use of money and property	0.1	0.1	-	-	0.1	0.1
C/VA non-categorical aid	4.0	4.0	-	-	4.0	4.0
Other general revenues	0.1	0.3	-	-	0.1	0.3
Total revenues	\$ 43.8	\$ 42.1	\$ 0.4	\$ 0.3	\$ 44.2	\$ 42.4
Expenses:						
General government administration	\$ 2.9	\$ 2.1	\$ -	\$ -	\$ 2.9	\$ 2.1
Judicial administration	1.2	1.2	-	-	1.2	1.2
Public safety	6.6	6.5	-	-	6.6	6.5
Public works	2.4	2.1	-	-	2.4	2.1
Health and welfare	4.9	5.0	-	-	4.9	5.0
Education	18.4	19.4	-	-	18.4	19.4
Parks, recreation, and cultural	0.8	0.8	-	-	0.8	0.8
Community development	0.8	0.7	-	-	0.8	0.7
Interest and other fiscal charges	3.9	3.4	-	-	3.9	3.4
Water	-	-	0.4	0.3	0.4	0.3
Sewer	-	-	0.2	0.2	0.2	0.2
Total expenses	\$ 41.9	\$ 41.2	\$ 0.6	\$ 0.5	\$ 42.5	\$ 41.7
Increase in net position before transfers	\$ 1.9	\$ 0.9	\$ (0.2)	\$ (0.2)	\$ 1.7	\$ 0.7
Transfers	(0.2)	(0.2)	0.2	0.2	-	-
Increase in net position	\$ 1.7	\$ 0.7	\$ -	\$ -	\$ 1.7	\$ 0.7
Net position, July 1, 2014 (restated)	38.2	39.6	4.1	4.2	42.3	43.8
Net position, June 30, 2015	\$ 39.9	\$ 40.3	\$ 4.1	\$ 4.2	\$ 44.0	\$ 44.5

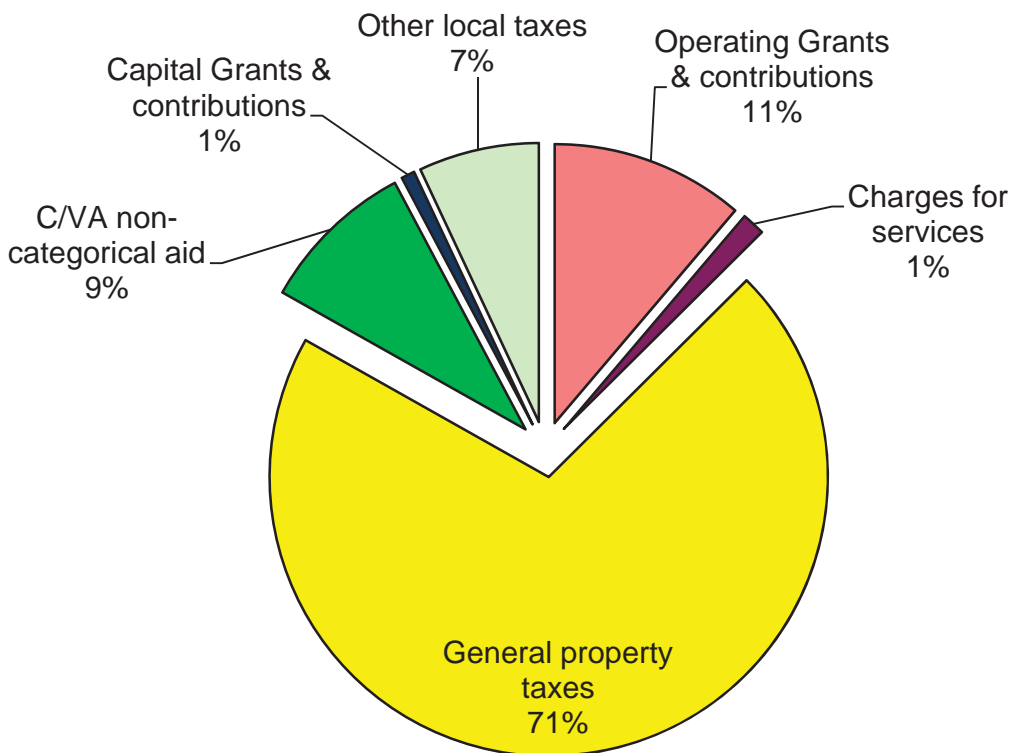
Government-wide Overall Financial Analysis: (Continued)

Statement of Activities: (Continued)

The net position for governmental activities increased \$1.7 million for the current fiscal year, for an ending balance of \$39.9 million. Generally, net asset changes are the result of the difference between revenues and expenses. Total revenues increased \$1.7 million in the current fiscal year, over the previous fiscal year. Key revenue elements include:

- General property taxes are the largest source of County revenue, totaling \$30.8 million for fiscal year 2015, an increase of \$2.2 million, or 7.7%, in comparison to fiscal year 2014. This increase was a result of the real property tax rate increasing from \$0.88 in calendar year 2014 to \$0.899 in calendar year 2015, the personal property tax rate increasing from \$4.15 in calendar year 2014 to \$4.35 in calendar year 2015, as well as higher than anticipated collection of delinquent real property and personal property taxes.
- Capital grants and contributions decreased \$600,000, while the net of all other remaining revenues reflect a \$100,000 increase.

**Governmental Activities - Revenues by Source
For the Fiscal Year Ended June 30, 2015**



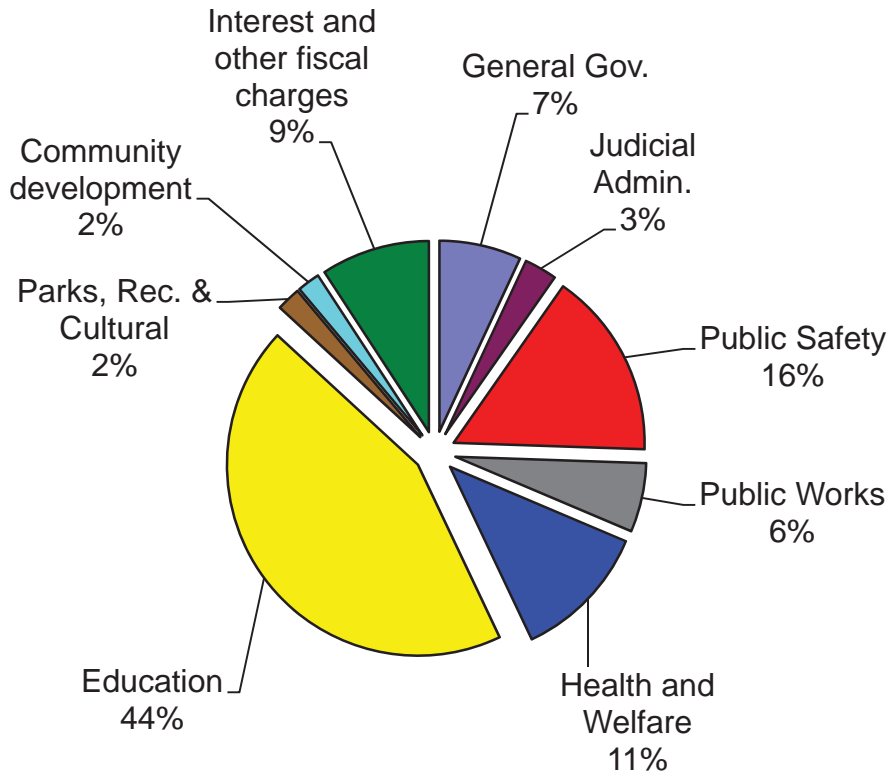
Government-wide Overall Financial Analysis: (Continued)

For the fiscal year June 30, 2015, the expenses for governmental activities totaled \$41.9 million, an increase of \$700,000 compared to the prior fiscal year. Key expense elements include:

- General Government Administration expenses increased \$800,000, primarily as a result of increased legal and attorney costs and a slight increase in capital spending.
- Public Works expenses increased \$300,000 as a result of addressing deferred maintenance costs and increased capital spending.
- Education expenses decreased \$1.0 million over the previous fiscal year, with 66% being attributed to a decrease in operational costs and the remaining from a decrease in capital spending.
- Interest and other fiscal charges increased \$500,000 from the previous fiscal year.

The following graph illustrates the County’s expenses for each functional area comprising its governmental activities. Education continues to be the County’s largest program and highest priority, with Public Safety and Health and Welfare the County’s next two largest functional expenses.

**Governmental Activities
Functional Expenses
For the Fiscal Year Ended June 30, 2015**



Business-Type Activities – For the County’s business-type activities, the net position for the current fiscal year remains unchanged for an ending balance of \$4.1 million. While revenues and expenses were virtually unchanged from the previous fiscal year, expenses continue to outpace revenues by \$200,000. A transfer from the General Fund of \$200,000 resulted in the net position remaining unchanged.

Financial Analysis of the Governmental Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Governmental Funds

At June 30, 2015, the County's governmental funds reported combined ending fund balances of \$26.6 million (Exhibit 3), increasing in comparison with the prior year by \$4.2 million. Of the \$26.6 million fiscal year 2015 fund balance, \$700,000 is nonspendable from the purchase of prepaid capital assets and a note receivable. \$4.0 million is classified as restricted to indicate that it can only be spent for specific purposes as stipulated by external resource providers such as debt covenants. \$10.8 million is classified as committed to indicate that it has been set aside for specific purposes by the County's Board of Supervisors, and \$11.0 million is unassigned or available for any purpose, but maintained at targeted levels in accordance with sound financial management practices.

The General Fund is the main operating fund of the County. The fund balance of the General Fund remained basically unchanged (Exhibit 4) at \$21.8 million during fiscal year 2015, of which \$10.7 million is committed and \$11.0 is unassigned. The fund balance remained unchanged due to \$3.2 million excess of revenues over expenditures, offset by \$3.2 million of interfund transfers for the Capital Improvements Fund and the Sewer Fund. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total General Fund revenues. Unassigned fund balance represents 25.4% of General Fund revenues for fiscal year 2015. The Board of Supervisors uses a policy to maintain unassigned General Fund balance at a minimum of 12% of the total General Fund revenues and component unit – school board operating revenues reduced by the General Fund contribution. The unassigned fund balance in the General Fund exceeds this guideline by \$3.2 million.

The fund balance in the Capital Projects Fund increased by \$4.2 million, to a balance of \$4.8 million for fiscal year 2015. This increase resulted from bonds proceeds issued for the middle school capital project.

Proprietary Funds

The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Operations of the proprietary funds were included in the discussion of business-type activities.

General Fund Budgetary Highlights

General fund budget amendments resulted in an increase of \$650,000 between the original budget and the final budget. Significant appropriations included:

- \$150,000 increase for EMS operations
- \$400,000 increase for the Comprehensive Services Act
- \$300,000 increase for legal fees
- \$200,000 net reduction for transfers to capital projects

Capital Asset and Debt Administration

Capital assets

The County's investment in capital assets as of June 30, 2015 totals \$106.7 million, net of accumulated depreciation. This represents a decrease of \$1.4 million, or 1.3% below fiscal year 2014. Capital assets are illustrated in Table 3 below.

Table 3

(\$ in millions)

			Totals at June 30	
			2015	2014
	Governmental Activities	Business-type Activities		
Land and improvements	\$ 1.8	\$ 0.3	\$ 2.1	2.1
Construction in progress - jointly owned	1.4	-	1.4	-
Construction in progress	1.0	-	1.0	2.7
Subtotal, capital assets not being depreciated	\$ 4.2	\$ 0.3	\$ 4.5	4.8
Buildings and improvements	\$ 21.6	\$ -	\$ 21.6	20.2
Equipment	7.4	0.2	7.6	6.6
Infrastructure	-	6.9	6.9	6.9
Jointly owned assets	86.8	-	86.8	87.6
Subtotal, capital assets being depreciated	\$ 115.8	\$ 7.1	\$ 122.9	121.3
Less: accumulated depreciation	\$ 18.5	\$ 2.2	\$ 20.7	18.0
Net capital assets being depreciated	\$ 97.3	\$ 4.9	\$ 102.2	103.3
Governmental activities capital assets, net	\$ 101.5	\$ 5.2	\$ 106.7	108.1

Additional information on the County's capital assets can be found in Note 6 of this report.

Long-term debt

Table 4 illustrates the County's outstanding debt at June 30, 2015.

Table 4

(\$ in millions)

			Totals at June 30	
			2015	2014
	Governmental Activities	Business-type Activities		
General obligations bonds	\$ 91.2	\$ -	\$ 91.2	90.3
Public facility bonds			-	3.6
State moral obligation bonds	3.5	-	3.5	-
Utility bonds	-	1.2	1.2	1.4
Capital lease obligations	0.6	-	0.6	0.9
Total	\$ 95.3	\$ 1.2	\$ 96.5	96.2

The County has adopted two debt ratios as a management tool. The first ratio adopted limits the annual general governmental debt service to no more than 12% of total General Fund revenues. In fiscal year 2015, the County's debt service to revenue ratio was 16.5%, which decreased 1% from the previous fiscal year. The second ratio is the net general obligation of debt to assessed value which should not exceed 3.5%. This ratio measures the relationship between County's tax-supported debts to the taxable value of property in the County. In fiscal year 2015, this ratio decreased to 3.0% (Table 10).

Additional information on the County's long-term obligations can be found in Note 7 of this report.

Economic Factors and Next Year's Budgets and Rates

Economic Factors

The local unemployment rate was 4.3% at June 30, 2015, a modest improvement from 4.6% at June 30, 2014. The local unemployment rate compares favorably to the State's rate of 5.0% and national rate of 5.5% for the same period.

Fiscal Year 2016 Budget and Rates

For the fiscal year ending June 30, 2016, the adopted budget is \$68.3 million, a decrease of \$11.8 million from fiscal year 2015. This decrease was the result of significantly reduced capital improvement projects over those approved for fiscal year 2015.

For calendar year 2015 the real estate tax rate increased from \$0.88 to \$0.899 per \$100 of assessed value.

Key factors that are expected to impact future budgets include:

- Continued recovery of the economy
- Federal and State funding
- Debt service for capital projects
- Revenue from EMS Cost Recovery implementation

Requests for Information

This financial report is designed to provide a general overview of the County of Fluvanna, Virginia's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance, 132 Main Street, Fluvanna, Virginia 22963.

BASIC FINANCIAL STATEMENTS

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Government-wide Financial Statements

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Statement of Net Position
At June 30, 2015

	Primary Government			Component Unit	Component Unit
	Governmental Activities	Business Type Activities	Total	School Board	Fluvanna County EDA
ASSETS					
Current Assets					
Cash and cash equivalents	\$ 20,874,311	\$ 317,124	\$ 21,191,435	\$ 2,192,711	\$ 70,092
Restricted assets	5,030,158	-	5,030,158	-	-
Receivables (net of allowance for uncollectibles):					
Property taxes	18,089,266	-	18,089,266	-	-
Accounts receivable	143,213	40,204	183,417	16,217	-
Notes receivable	118,000	-	118,000	-	-
Prepaid expenses	547,549	-	547,549	-	-
Due from other governments	2,671,706	-	2,671,706	807,978	-
Total Current Assets	\$ 47,474,203	\$ 357,328	\$ 47,831,531	\$ 3,016,906	\$ 70,092
Noncurrent Assets					
Net other postemployment benefit asset	\$ 234,823	\$ -	\$ 234,823	\$ -	\$ -
Net pension asset	\$ -	\$ -	\$ -	\$ 183,433	\$ -
Capital assets (net of accumulated depreciation):					
Land	\$ 1,782,916	\$ 296,176	\$ 2,079,092	\$ 369,782	\$ -
Buildings and improvements	15,432,207	1,993	15,434,200	3,763,702	-
Infrastructure	-	4,908,642	4,908,642	-	-
Equipment	2,537,236	22,960	2,560,196	1,460,259	-
Jointly owned assets	79,347,817	-	79,347,817	7,063,079	-
Construction in progress	2,437,674	-	2,437,674	784,945	-
Total capital assets	\$ 101,537,850	\$ 5,229,771	\$ 106,767,621	\$ 13,441,767	\$ -
Total Noncurrent Assets	\$ 101,772,673	\$ 5,229,771	\$ 107,002,444	\$ 13,625,200	\$ -
Total Assets	\$ 149,246,876	\$ 5,587,099	\$ 154,833,975	\$ 16,642,106	\$ 70,092
DEFERRED OUTFLOWS OF RESOURCES					
Deferred charge on refunding	\$ 15,964,713	\$ -	\$ 15,964,713	\$ -	\$ -
Pension contributions subsequent to measurement date	636,658	16,667	653,325	2,930,683	-
Total Deferred Outflows of resources	\$ 16,601,371	\$ 16,667	\$ 16,618,038	\$ 2,930,683	\$ -
Total Assets and Deferred Outflows of Resources	\$ 165,848,247	\$ 5,603,766	\$ 171,452,013	\$ 19,572,789	\$ 70,092
LIABILITIES					
Current Liabilities					
Accounts payable and other current liabilities	\$ 2,443,097	\$ 24,062	\$ 2,467,159	\$ 2,820,887	\$ -
Amounts held for others	99,769	-	99,769	-	-
Unearned revenue - grants	1,785	-	1,785	-	-
Accrued interest payable	1,518,847	-	1,518,847	-	-
Notes payable	-	118,000	118,000	-	-
Current portion of long-term obligations	5,045,456	98,930	5,144,386	167,034	-
Total Current Liabilities	\$ 9,108,954	\$ 240,992	\$ 9,349,946	\$ 2,987,921	\$ -
Noncurrent Liabilities					
Noncurrent portion of long-term obligations	100,241,984	1,209,803	101,451,787	30,308,039	-
Total Liabilities	\$ 109,350,938	\$ 1,450,795	\$ 110,801,733	\$ 33,295,960	\$ -
DEFERRED INFLOWS OF RESOURCES					
Deferred revenues - taxes	\$ 15,545,817	\$ -	\$ 15,545,817	\$ -	\$ -
Items related to measurement of net pension liability/asset	1,059,612	31,268	1,090,880	6,252,764	-
Total Deferred Inflows of resources	\$ 16,605,429	\$ 31,268	\$ 16,636,697	\$ 6,252,764	\$ -
NET POSITION					
Net investment in capital assets	\$ 18,855,190	\$ 3,979,806	\$ 22,834,996	\$ 13,625,200	\$ -
Unrestricted	21,036,690	141,897	21,178,587	(33,601,135)	70,092
Total Net Position	\$ 39,891,880	\$ 4,121,703	\$ 44,013,583	\$ (19,975,935)	\$ 70,092
Total Liabilities, Deferred Outflows of Resources, and Net Position	\$ 165,848,247	\$ 5,603,766	\$ 171,452,013	\$ 19,572,789	\$ 70,092

The accompanying notes to financial statements are an integral part of this statement.

COUNTY OF FLUVANNA, VIRGINIA

Statement of Activities
 Year Ended June 30, 2015

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT:				
Governmental activities:				
General government administration	\$ 2,912,977	\$ -	\$ 284,209	\$ -
Judicial administration	1,164,502	63,426	542,437	-
Public safety	6,642,850	332,650	1,316,354	39,000
Public works	2,451,166	76,198	8,569	-
Health and welfare	4,861,639	-	2,674,150	-
Education	18,425,758	-	-	-
Parks, recreation, and cultural	850,915	116,282	69,703	299,485
Community development	806,016	-	-	-
Interest on long-term debt	3,864,041	-	-	-
Total governmental activities	\$ 41,979,864	\$ 588,556	\$ 4,895,422	\$ 338,485
Business-type activities:				
Fork Union Sanitary District	\$ 385,374	\$ 356,573	\$ -	\$ -
Sewer	207,350	22,822	-	-
Total business-type activities	\$ 592,724	\$ 379,395	\$ -	\$ -
Total primary government	\$ 42,572,588	\$ 967,951	\$ 4,895,422	\$ 338,485
COMPONENT UNITS:				
School Board	\$ 37,362,634	\$ 745,973	\$ 21,069,594	\$ -
Fluvanna County EDA	1,212	2,500	-	-
Total component units	\$ 37,363,846	\$ 748,473	\$ 21,069,594	\$ -
General revenues:				
General property taxes				
Local sales and use taxes				
Consumer utility taxes				
Motor vehicle license taxes				
Recordation taxes				
Other local taxes				
Commonwealth of Virginia non-categorical aid				
Unrestricted revenues from use of money and property				
Miscellaneous				
Contribution from county				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - beginning, as restated				
Net position - ending				

The accompanying notes to financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position				
Primary Government			Component Unit	Component Unit
Governmental Activities	Business Type Activities	Total	School Board	Fluvanna County EDA
\$ (2,628,768)	\$ -	\$ (2,628,768)	\$ -	\$ -
(558,639)	-	(558,639)	-	-
(4,954,846)	-	(4,954,846)	-	-
(2,366,399)	-	(2,366,399)	-	-
(2,187,489)	-	(2,187,489)	-	-
(18,425,758)	-	(18,425,758)	-	-
(365,445)	-	(365,445)	-	-
(806,016)	-	(806,016)	-	-
(3,864,041)	-	(3,864,041)	-	-
<u>\$ (36,157,401)</u>	<u>\$ -</u>	<u>\$ (36,157,401)</u>	<u>\$ -</u>	<u>\$ -</u>
\$ -	\$ (28,801)	\$ (28,801)	\$ -	\$ -
-	(184,528)	(184,528)	-	-
<u>\$ -</u>	<u>\$ (213,329)</u>	<u>\$ (213,329)</u>	<u>\$ -</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ (213,329)</u>	<u>\$ (36,370,730)</u>	<u>\$ -</u>	<u>\$ -</u>
\$ -	\$ -	\$ -	\$ (15,547,067)	\$ -
-	-	-	-	1,288
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (15,547,067)</u>	<u>\$ 1,288</u>
\$ 30,857,284	\$ -	\$ 30,857,284	\$ -	\$ -
1,413,860	-	1,413,860	-	-
428,843	-	428,843	-	-
703,417	-	703,417	-	-
239,086	-	239,086	-	-
267,393	-	267,393	-	-
3,966,837	-	3,966,837	-	-
59,654	-	59,654	12,224	48
76,133	-	76,133	893,392	-
-	-	-	16,082,599	1,000
(193,783)	193,783	-	-	-
<u>\$ 37,818,724</u>	<u>\$ 193,783</u>	<u>\$ 38,012,507</u>	<u>\$ 16,988,215</u>	<u>\$ 1,048</u>
\$ 1,661,323	\$ (19,546)	\$ 1,641,777	\$ 1,441,148	\$ 2,336
38,230,557	4,141,249	42,371,806	(21,417,083)	67,756
<u>\$ 39,891,880</u>	<u>\$ 4,121,703</u>	<u>\$ 44,013,583</u>	<u>\$ (19,975,935)</u>	<u>\$ 70,092</u>

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Fund Financial Statements

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Balance Sheet - Governmental Funds
At June 30, 2015

	Governmental Funds		Total Governmental Funds
	General	Capital Projects	
ASSETS			
Cash and cash equivalents	\$ 20,551,824	\$ 322,487	\$ 20,874,311
Cash in custody of others	-	5,030,158	5,030,158
Receivables (Net of allowance for uncollectibles):			
Taxes, including penalties	18,089,266	-	18,089,266
Accounts	133,045	10,168	143,213
Notes receivable	118,000	-	118,000
Prepaid items	15,933	531,616	547,549
Due from other governmental units	2,563,133	108,573	2,671,706
Total assets	<u>\$ 41,471,201</u>	<u>\$ 6,003,002</u>	<u>\$ 47,474,203</u>
LIABILITIES			
Accounts payable and accrued expenses	\$ 1,224,471	\$ 1,218,626	\$ 2,443,097
Unearned revenue - grants	1,785	-	1,785
Amounts held for others	99,769	-	99,769
Total liabilities	<u>\$ 1,326,025</u>	<u>\$ 1,218,626</u>	<u>\$ 2,544,651</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	\$ 18,299,676	\$ -	\$ 18,299,676
FUND BALANCES			
Nonspendable	\$ 133,933	\$ 531,616	\$ 665,549
Restricted	-	3,963,624	3,963,624
Committed	10,737,302	51,292	10,788,594
Assigned	-	237,844	237,844
Unassigned	10,974,265	-	10,974,265
Total fund balances	<u>\$ 21,845,500</u>	<u>\$ 4,784,376</u>	<u>\$ 26,629,876</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 41,471,201</u>	<u>\$ 6,003,002</u>	

Detailed explanation of adjustments from fund statements to government-wide statement of net position:

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the County as a whole.	\$ 101,537,850
The net other postemployment benefits asset is not an available resource and, therefore, is not reported in the funds.	234,823
Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.	(1,518,847)
Because the focus of governmental funds is on short-term financing, some assets will not be available to pay current-period expenditures. Those assets (for example, receivables) are offset by unavailable revenues in the governmental funds and thus are not included in the fund balance.	
Unavailable revenue - property taxes	2,753,859
Items related to measurement of net pension liability	(1,059,612)
Pension contributions subsequent to the measurement date will be a reduction to the net pension liability in the next fiscal year and, therefore, are not reported in the funds.	636,658
Long-term liabilities applicable to the County's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities--both current and long-term--are reported in the statement of net position.	<u>(89,322,727)</u>
Net position of General Government Activities	<u>\$ 39,891,880</u>

The accompanying notes to financial statements are an integral part of this statement.

Statement of Revenues, Expenditures and Changes in Fund Balances -
 Governmental Funds
 Year Ended June 30, 2015

	<u>Governmental Funds</u>		<u>Total Governmental Funds</u>
	<u>General</u>	<u>Capital Projects</u>	
Revenues:			
General property taxes	\$ 30,390,483	\$ -	\$ 30,390,483
Other local taxes	3,052,599	-	3,052,599
Permits, privilege fees and regulatory licenses	328,492	-	328,492
Fines and forfeitures	19,127	-	19,127
Revenue from use of money and property	54,674	4,980	59,654
Charges for services	240,937	-	240,937
Miscellaneous	55,633	20,500	76,133
Recovered costs	149,284	10,168	159,452
Intergovernmental:			
Commonwealth	7,729,139	39,000	7,768,139
Federal	1,133,120	299,485	1,432,605
Total revenues	<u>\$ 43,153,488</u>	<u>\$ 374,133</u>	<u>\$ 43,527,621</u>
Expenditures:			
Current:			
General government administration	\$ 2,910,378	\$ 63,048	\$ 2,973,426
Judicial administration	1,033,414	-	1,033,414
Public safety	6,112,889	391,452	6,504,341
Public works	1,697,865	972,744	2,670,609
Health and welfare	4,900,555	-	4,900,555
Education	14,622,154	2,528,781	17,150,935
Parks, recreation, and cultural	805,852	249,624	1,055,476
Community development	665,223	406,834	1,072,057
Nondepartmental	26,199	-	26,199
Debt service:			
Principal retirement	3,771,148	3,532,000	7,303,148
Interest and other fiscal charges	3,353,610	79,958	3,433,568
Bond issuance cost	-	137,388	137,388
Total expenditures	<u>\$ 39,899,287</u>	<u>\$ 8,361,829</u>	<u>\$ 48,261,116</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 3,254,201</u>	<u>\$ (7,987,696)</u>	<u>\$ (4,733,495)</u>
Other financing sources (uses):			
Transfers in	\$ -	\$ 2,999,934	\$ 2,999,934
Transfers (out)	(3,193,717)	-	(3,193,717)
Premium cost on issuance of bonds	-	1,255,125	1,255,125
Issuance of long-term debt	-	7,940,000	7,940,000
Total other financing sources (uses)	<u>\$ (3,193,717)</u>	<u>\$ 12,195,059</u>	<u>\$ 9,001,342</u>
Changes in fund balances	\$ 60,484	\$ 4,207,363	\$ 4,267,847
Fund balances at beginning of year	<u>21,785,016</u>	<u>577,013</u>	<u>22,362,029</u>
Fund balances at end of year	<u>\$ 21,845,500</u>	<u>\$ 4,784,376</u>	<u>\$ 26,629,876</u>

The accompanying notes to financial statements are an integral part of this statement.

Reconciliation of Statement of Revenues, Expenditures and Changes in Fund Balances
to the Statement of Activities - Governmental Funds
For the Year Ended June 30, 2015

	<u>Primary Governmental Funds</u>
Amounts reported for governmental activities in the Statement of Activities are different because:	
Net change in fund balances - total governmental funds	\$ 4,267,847
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which the depreciation exceeded capital outlays in the current period. The following details support this adjustment.	
Capital outlay	\$ 2,253,152
Depreciation expense	<u>(3,253,980)</u> (1,000,828)
The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, and donations) is to decrease net position	(6,000)
Transfer of joint tenancy assets from Primary Government to the Component Unit	(158,985)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds. Details of this item consist of the change in unavailable taxes.	
Unearned revenue - property taxes	\$ 466,801
Increase (decrease) in deferred inflows related to the measurement of the net pension liability	<u>(1,059,612)</u> (592,811)
The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. A summary of items supporting this adjustment is as follows:	
Proceeds from debt issued	\$ (7,940,000)
Premium on issuance of debt	(1,255,125)
Principal retired on school general obligation bonds	3,146,773
Principal retired on public facility bonds	3,615,900
Principal retired on capital lease obligations	230,624
Principal retired on state literary fund loans	309,851
Landfill postclosure costs	<u>25,871</u> (1,866,106)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore are not reported as expenditures in governmental funds. The following is a summary of items supporting this adjustment:	
Change in compensated absences	\$ 6,673
Change in net other postemployment benefits asset	2,618
Deferred amount on refunding	(764,976)
Amortization of bond discount	(31,697)
Amortization of bond premium	542,835
Change in net pension liability	1,439,378
Change in deferred outflows related to pension payments subsequent to the measurement date	(99,345)
Change in accrued interest payable	<u>(77,280)</u> <u>1,018,206</u>
Change in net position of governmental activities	\$ <u><u>1,661,323</u></u>

The accompanying notes to financial statements are an integral part of this statement.

Statement of Net Position
 Proprietary Funds
 At June 30, 2015

	<u>Business-Type Activities - Enterprise Funds</u>		
	<u>Fork Union Sanitary District</u>	<u>Sewer</u>	<u>Totals</u>
ASSETS			
Current Assets			
Cash and cash equivalents	\$ 498	\$ 316,626	\$ 317,124
Accounts receivable	37,961	2,243	40,204
Total Current Assets	<u>\$ 38,459</u>	<u>\$ 318,869</u>	<u>\$ 357,328</u>
Noncurrent Assets			
Capital assets:			
Land and construction in progress	\$ 11,736	\$ 284,440	\$ 296,176
Other capital assets, net of depreciation	1,699,905	3,233,690	4,933,595
Total Noncurrent Assets	<u>\$ 1,711,641</u>	<u>\$ 3,518,130</u>	<u>\$ 5,229,771</u>
Total Assets	<u>\$ 1,750,100</u>	<u>\$ 3,836,999</u>	<u>\$ 5,587,099</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension contributions subsequent to measurement date	\$ 12,435	\$ 4,232	\$ 16,667
Total Assets and Deferred Outflows of Resources	<u>\$ 1,762,535</u>	<u>\$ 3,841,231</u>	<u>\$ 5,603,766</u>
LIABILITIES			
Current Liabilities			
Accounts payable and accrued expenses	\$ 13,461	\$ 10,601	\$ 24,062
Note payable	118,000	-	118,000
Current portion of long-term obligations	38,169	60,761	98,930
Total Current Liabilities	<u>\$ 169,630</u>	<u>\$ 71,362</u>	<u>\$ 240,992</u>
Noncurrent Liabilities			
Noncurrent portion of long-term obligations	\$ 533,668	\$ 676,135	\$ 1,209,803
Total Liabilities	<u>\$ 703,298</u>	<u>\$ 747,497</u>	<u>\$ 1,450,795</u>
DEFERRED INFLOWS OF RESOURCES			
Items related to measurement of net pension liability	\$ 23,818	\$ 7,450	\$ 31,268
NET POSITION			
Net investment in capital assets	\$ 1,181,676	\$ 2,798,130	\$ 3,979,806
Unrestricted	<u>(146,257)</u>	<u>288,154</u>	<u>141,897</u>
Total Net Position	<u>\$ 1,035,419</u>	<u>\$ 3,086,284</u>	<u>\$ 4,121,703</u>
Total Liabilities, Deferred Inflows of Resources, and Net Position	<u>\$ 1,762,535</u>	<u>\$ 3,841,231</u>	<u>\$ 5,603,766</u>

The accompanying notes to financial statements are an integral part of this statement.

Statement of Revenues, Expenses and Changes in Net Position --
 Proprietary Funds
 Year Ended June 30, 2015

	Business-Type Activities - Enterprise Funds		
	Fork Union Sanitary District	Sewer	Totals
Operating revenues:			
Charges for services	\$ 356,573	\$ 22,822	\$ 379,395
Total operating revenues	\$ 356,573	\$ 22,822	\$ 379,395
Operating expenses:			
Personal services	\$ 128,844	\$ 43,328	\$ 172,172
Fringe benefits	41,227	15,338	56,565
Contractual services	16,147	22,548	38,695
Other charges	87,171	29,521	116,692
Depreciation	87,280	96,615	183,895
Total operating expenses	\$ 360,669	\$ 207,350	\$ 568,019
Operating income (loss)	\$ (4,096)	\$ (184,528)	\$ (188,624)
Nonoperating revenues (expenses):			
Interest expense	\$ (24,705)	\$ -	\$ (24,705)
Total nonoperating revenues (expenses)	\$ (24,705)	\$ -	\$ (24,705)
Income (loss) before contributions and transfers	\$ (28,801)	\$ (184,528)	\$ (213,329)
Transfers			
Transfers in	\$ -	\$ 193,783	\$ 193,783
Change in net position	\$ (28,801)	\$ 9,255	\$ (19,546)
Net position at beginning of year, as restated	1,064,220	3,077,029	4,141,249
Net position at end of year	\$ 1,035,419	\$ 3,086,284	\$ 4,121,703

The accompanying notes to financial statements are an integral part of this statement.

Statement of Cash Flows
 Proprietary Funds
 Year Ended June 30, 2015

	Business-Type Activities - Enterprise Funds		
	Fork Union Sanitary District	Sewer	Totals
Cash flows from operating activities:			
Receipts from customers and users	\$ 347,863	\$ 20,703	\$ 368,566
Payments to suppliers	(103,737)	(44,804)	(148,541)
Payments to employees (including fringe benefits)	(176,896)	(60,476)	(237,372)
Net cash provided by (used for) operating activities	\$ 67,230	\$ (84,577)	\$ (17,347)
Cash flows from noncapital financing activities:			
Transfers in	\$ -	\$ 193,783	\$ 193,783
Increase (decrease) in due to other funds	9,000	-	9,000
Net cash provided by (used for) noncapital financing activities	\$ 9,000	\$ 193,783	\$ 202,783
Cash flows from capital and related financing activities:			
Construction and acquisition of capital assets	\$ (22,050)	\$ -	\$ (22,050)
Interest expense	(24,705)	-	(24,705)
Retirement of indebtedness	(34,815)	(60,000)	(94,815)
Net cash provided by (used for) capital and related financing activities	\$ (81,570)	\$ (60,000)	\$ (141,570)
Increase (decrease) in cash and cash equivalents	\$ (5,340)	49,206	\$ 43,866
Cash and cash equivalents at beginning of year	5,838	267,420	273,258
Cash and cash equivalents at end of year	\$ 498	\$ 316,626	\$ 317,124
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:			
Operating income (loss)	\$ (4,096)	\$ (184,528)	\$ (188,624)
Adjustments to reconcile net loss to net cash provided by (used for) operating activities:			
Depreciation	\$ 87,280	\$ 96,615	\$ 183,895
Changes in operating assets, liabilities, and deferred inflows/outflows of resources:			
(Increase)/decrease in accounts receivable	(8,710)	(2,119)	(10,829)
(Increase)/decrease in deferred outflows	533	710	1,243
Increase/(decrease) in compensated absences	1,048	143	1,191
Increase/(decrease) in net pension liability	(32,224)	(10,113)	(42,337)
Increase/(decrease) in deferred inflows	23,818	7,450	31,268
Increase/(Decrease) in accounts payable and accrued expenses	(419)	7,265	6,846
Total adjustments	\$ 71,326	\$ 99,951	\$ 171,277
Net cash provided by (used for) operating activities	\$ 67,230	\$ (84,577)	\$ (17,347)

The accompanying notes to financial statements are an integral part of this statement.

Statement of Fiduciary Net Position
 Fiduciary Funds
 At June 30, 2015

	Other Post - Employment Benefits Trust	Agency Fund
	<u> </u>	<u> </u>
ASSETS		
Cash and cash equivalents	\$ -	\$ 96,205
Investments:		
Investment in pooled funds	<u>1,664,987</u>	<u>-</u>
Total assets	<u>\$ 1,664,987</u>	<u>\$ 96,205</u>
LIABILITIES		
Amounts held for social services clients	<u>\$ -</u>	<u>\$ 96,205</u>
Total liabilities	<u>\$ -</u>	<u>\$ 96,205</u>
NET POSITION		
Restricted - Held in trust for OPEB	<u>\$ 1,664,987</u>	<u>\$ -</u>
Total liabilities and net position	<u>\$ 1,664,987</u>	<u>\$ 96,205</u>

The accompanying notes to financial statements are an integral part of this statement.

Statement of Changes in Fiduciary Net Position
 Fiduciary Funds
 For the Year Ended June 30, 2015

	Other Post - Employment Benefits Trust
	<u> </u>
ADDITIONS	
Investment earnings:	
Interest	\$ 34,046
Total investment earnings	<u>\$ 34,046</u>
 Total additions	 <u>\$ 34,046</u>
 Change in net position	 \$ 34,046
Net position - beginning	<u>1,630,941</u>
Net position - ending	<u><u>\$ 1,664,987</u></u>

The notes to the financial statements are an integral part of this statement.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The County of Fluvanna, Virginia is governed by an elected five member Board of Supervisors. The Board of Supervisors is responsible for appointing the County Administrator. The County provides a full range of services for its citizens. These services include sheriff and volunteer fire protection, recreational activities, cultural events, education, and social services.

The financial statements of the County of Fluvanna, Virginia have been prepared in conformity with the specifications promulgated by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia, and the accounting principles generally accepted in the United States as specified by the Governmental Accounting Standards Board. The more significant of the government's accounting policies are described below.

Government-wide and Fund Financial Statements

Government-wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the government's activities. This approach includes not just current assets and liabilities but also capital assets and long-term liabilities (such as buildings and general obligation debt).

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its components unit. For the most part, the effect of interfund activity has been removed from these statements. However, interfund services provided and used are not eliminated in the process of consolidation. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

Statement of Net Position

The Statement of Net Position is designed to display financial position of the primary government (government and business-type activities) and its discretely presented component units. Governments report all capital assets in the government-wide Statement of Net Position and report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government is broken down into three categories: 1) net investment in capital assets; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the government's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

Fund Financial Statements

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments, and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the GASB 34 reporting model, governments provide budgetary comparison information in their annual reports, including the requirement to report the government's original budget in addition to the comparison of final budget and actual results.

A. Financial Reporting Entity

The basic criterion for determining whether a governmental department, agency, institution, commission, public authority, or other governmental organization should be included in a primary governmental unit's reporting entity for basic financial statements is financial accountability. Financial accountability includes the appointment of a voting majority of the organization's governing body and the ability of the primary government to impose its will on the organization or if there is a financial benefit/burden relationship. In addition, an organization which is fiscally dependent on the primary government should be included in its reporting entity. These financial statements present the County of Fluvanna, Virginia (the primary government) and its component units. Blended component units, although legally separate entities, are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Each discretely presented component unit, on the other hand, is reported in a separate column in the combined financial statements to emphasize it is legally separate from the government.

B. Individual Component Unit Disclosures

Blended component Units:

The County has no blended component units.

Discretely Presented Component Units:

School Board: The School Board operates the County Public School System. Members are currently elected by popular vote. The School Board adopts an annual budget for the schools. The School Board submits an appropriation request to the Board of Supervisors. The Board of Supervisors can decline to fund the entire appropriation which they adopt (as modified) in the annual County Budget. A separate financial report for the School Board is not prepared.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

B. Individual Component Unit Disclosures: (Continued)

Discretely Presented Component Units: (Continued)

Economic Development Authority: The Economic Development Authority of Fluvanna County, Virginia (the EDA) was established by the Fluvanna County Board of Supervisors pursuant to the Industrial Development and Revenue Bond Act (Chapter 33, Title 15.1, Code of Virginia of 1950, as amended) so that such authorities may be able to promote industry and develop trade in the Commonwealth. The County appoints the board members of the EDA. The EDA does not issue separate financial statements.

Other Related Organizations included in the County's CAFR: None

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accompanying financial statements are prepared in accordance with pronouncements issued by the Governmental Accounting Standards Board. The principles prescribed by GASB represent generally accepted accounting principles applicable to governmental units.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Agency funds have no measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety, public works, health and welfare, etc.) which are otherwise being supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.) The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety, public works, health and welfare, etc.) or a business-type activity.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation: (Continued)

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Accordingly, real and personal property taxes are recorded as revenues and receivables when billed, net of allowances for uncollectible amounts. Property taxes not collected within 60 days after year-end are reflected as unavailable revenues. Sales and utility taxes, which are collected by the state or utilities and subsequently remitted to the County, are recognized as revenues and receivables upon collection by the state or utility, which is generally in the month preceding receipt by the County.

Licenses, permits, fines and rents are recorded as revenues when received. Intergovernmental revenues, consisting primarily of federal, state and other grants for the purpose of funding specific expenditures, are recognized when earned or at the time of the specific expenditure. Revenues from general purpose grants are recognized in the period to which the grant applies. All other revenue items are considered to be measurable and available only when cash is received by the government.

The County's fiduciary funds are presented in the fund financial statements by type. Since by definition these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

In the fund financial statements, financial transactions and accounts of the County are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

1. Governmental Funds

Governmental Funds are those through which most governmental functions typically are financed. The government reports the following major governmental funds:

a. General Fund

The General Fund is the primary operating fund of the County. This fund is used to account for and report all financial transactions and resources except those required to be accounted for in another fund. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for service, and interest income. A significant part of the General Fund's revenues is used principally to finance the operations of the Component Unit School Board.

b. Capital Projects Fund

The Capital Projects Fund (Capital Improvements) accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays, except for those financed by proprietary funds or for assets held in trust for individuals, private organizations, or other governments.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation: (Continued)

2. Proprietary Funds

Proprietary Funds account for operations that are financed in a manner similar to private business enterprises. The Proprietary Fund measurement focus is based upon determination of net income, financial position, and changes in financial position. Proprietary Funds consist of Enterprise Funds and Internal Service Funds.

Enterprise Funds

Enterprise Funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Enterprise funds consist of Fork Union Sanitary District (F.U.S.D.), and Sewer.

3. Fiduciary Funds (Trust and Agency Funds)

Fiduciary Funds (Trust and Agency Funds) account for assets held by the County unit in a trustee capacity or as an agent or custodian for individuals, private organizations, other governmental units, or other funds. These funds include Agency Funds. These funds utilize the accrual basis of accounting. Fiduciary funds are not included in the government-wide financial statements. The County's only Agency Fund is the Special Welfare Fund. The County's only Trust Fund is the Other Post Employment Benefits Fund.

D. Budgets and Budgetary Accounting

The following procedures are used by the County in establishing the budgetary data reflected in the financial statements:

1. Prior to March 30, the County Administrator submits to the Board of Supervisors a proposed operating and capital budget for the fiscal year commencing the following July 1. The operating and capital budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain citizen comments.
3. Prior to June 30, the budget is legally enacted through passage of an Appropriations Resolution.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

D. Budgets and Budgetary Accounting: (Continued)

4. The Appropriations Resolution places legal restrictions on expenditures at the function level. The appropriation for each department or category can be revised only by the Board of Supervisors. The County Administrator is authorized to transfer budgeted amounts within general government departments; and the School Board is authorized to transfer budgeted amounts within the school system's categories.
5. Formal budgetary integration is employed as a management control device during the year for the General Fund and the Capital Project Fund. The School Fund is integrated only at the level of legal adoption.
6. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).
7. Appropriations lapse on June 30, for all County units.
8. All budgetary data presented in the accompanying financial statements is the original to the current comparison of the final budget and actual results.

E. Cash and Cash Equivalents

The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

F. Investments

Investments are stated at fair value which approximates market; no investments are valued at cost. Certificates of deposit and short-term repurchase agreements are reported in the accompanying financial statements as cash and cash equivalents. Investments consist of assets held by a trustee. Bond proceeds are maintained to comply with the provisions of the Internal Revenue Tax Code and various bond indentures. Bond proceeds are deposited in the State Non-Arbitrage Program (SNAP). Values of shares in the SNAP reflect fair value. Capital lease proceeds are held in escrow and deposited in money market funds.

State statutes authorize the County government and the School Board to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, and the Local Government Investment Pool.

G. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

G. Receivables and Payables: (Continued)

All trade and property tax receivables are shown net of an allowance for uncollectibles. The County calculates its allowance for uncollectible accounts using historical collection data and, in certain cases, specific account analysis. The allowance amounted to approximately \$201,480 at June 30, 2015 and is comprised of the following:

Fork Union Sanitary District	\$	13,529
Sewer		3,177
Property Taxes		<u>184,774</u>
Total	\$	<u>201,480</u>

Property Tax Calendar

The County collects real and personal property taxes semiannually. Real and personal property taxes are levied as of January 1 for a calendar year and are due on June 5 and December 5; penalties and interest accrue on all unpaid balances as of these dates. Unpaid real and personal property taxes constitute a lien against the property as of the due date of the tax. The County bills and collects its own property taxes.

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

I. Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the County as land, buildings, road registered vehicles, and equipment with an initial individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of five years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. There was no interest capitalized in the year ended June 30, 2015.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

I. Capital Assets: (Continued)

Property, plant and equipment and infrastructure of the primary government, as well as the component unit, are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	40 to 50
Building improvements	30 to 40
Vehicles and equipment	5 to 10
Water and sewer system	20 to 50
Buses	12

J. Compensated Absences

Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable available financial resources are reported as an expense in the Statement of Activities and a long-term obligation in the Statement of Net Position. In accordance with the provisions of Government Accounting Standards No. 16, *Accounting for Compensated Absences*, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

K. Long-term Obligations

In the government-wide financial statements, long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, during the current period. The face amount of debt issued and premiums are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

L. Fund Balances

Financial Policies

The Board of Supervisors meets on a monthly basis to manage and review cash financial activities and to ensure compliance with established policies. It is the County's policy to fund current expenditures with current revenues and the County's mission is to strive to maintain a diversified and stable revenue stream to protect the government from problematic fluctuations in any single revenue source and provide stability to ongoing services. The County's unassigned General Fund balance will be maintained to provide the County with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

L. Fund Balances: (Continued)

Financial Policies: (Continued)

Under GASB 54, fund balances are required to be reported according to the following classifications:

Nonspendable fund balance – Includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact. This classification includes inventories, prepaid amounts, assets held for sale, long-term receivables and corpus of a permanent fund.

Restricted fund balance – Constraints placed on the use of these resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors or other governments; or are imposed by law (through constitutional provisions or enabling legislation).

Committed fund balance – Amounts that can only be used for specific purposes because of a formal action (resolution) by the government's highest level of decision-making authority.

Assigned fund balance – Amounts that are constrained by the County's intent to be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. Intent can be stipulated by the governing body, another body (such as a Finance Committee), or by an official to whom that authority has been given. With the exception of the General Fund, this is the residual fund balance classification for all governmental funds with positive balances.

Unassigned fund balance – This is the residual classification of the General Fund. Only the General Fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification, as the result of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When fund balance resources are available for a specific purpose in more than one classification, it is the County's policy to use the most restrictive funds first in the following order: restricted, committed, assigned, and unassigned as they are needed.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the County's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the County that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the County for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors may also assign fund balance as it does through the adoption or amendment of the budget as intended for specific purpose. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment. Please see detail of County's Fund Balances on the following page.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

L. Fund Balances: (Continued)

Category	General Fund	Capital Projects Fund	Component Unit School Board Cafeteria Fund
Nonspendable:			
Prepaid Items	\$ 15,933	\$ 531,616	\$ -
Note Receivable	118,000	-	-
Total Nonspendable	\$ 133,933	\$ 531,616	\$ -
Restricted:			
Unexpended Bond Proceeds - School	\$ -	\$ 3,956,764	\$ -
Unexpended Bond Proceeds - Other	-	6,860	-
Total Restricted	\$ -	\$ 3,963,624	\$ -
Committed:			
Capital Projects:			
Sheriff's Office Mobile Computers	\$ 6,717	\$ -	\$ -
Replacement of Co Bldg HVAC	224,043	-	-
E911 Radio	6,979,682	-	-
Round About @ Rt 15 & 53	244,700	-	-
Old HS WW treatment plant PH I-FY12	27,450	-	-
Sheriff Reserve for Vehicles	82,580	-	-
County Capital Reserve	148,494	-	-
School Capital Reserve	251,001	-	-
School Technology	125,595	-	-
Schools Safety and Security Upgrades	77,273	-	-
School Transportation and Facility Vehicle	17	-	-
Amphitheater	5,000	600	-
Elementary School Flooring and Playground Equipment	-	50,692	-
Hydrogeologic Study	19,595	-	-
MACAA Roof and Building Improvements	582	-	-
Water/Sewer Zion Crossroads	529,000	-	-
Building Assessment	21,860	-	-
County Vehicle Replacement	28,251	-	-
County VoIP Phone Equipment	144,925	-	-
FSCO Evidentiary Camera Project	66,000	-	-
Convenience Center Road & Trailer	22,000	-	-
F&R Personal Protective Equipment	1,215	-	-
F&R Vehicle Replacement and Rechasis	21,288	-	-
School Bus Reserve	36,120	-	-
Schools MUNIS Financial Systems	70,474	-	-
Recoat Central WW Treatment Plant	70,000	-	-
Carysbrook School Renovation	153,978	-	-
Courthouse security system	144	-	-
Fork Union Community Center Roof	62,620	-	-
Server Consolidation & Disaster Recovery	82,905	-	-
Phillips MRx Wireless Link Upgrade	35,180	-	-
F&R Vehicle Replacement & Rechasis	310,000	-	-
MACAA & Carysbrook Building Improvements	75,000	-	-
Asbestos Abatement & Floor Replacement	43,500	-	-
Foundation & Drainage Repairs	150,000	-	-
Schools Floor Covering Replacement	100,000	-	-
Sheriff Reserve for Vehicles	93,750	-	-
School Buses	384,238	-	-
School Transportation & Facility Vehicles	25,000	-	-
Other Carryforwards	17,125	-	-
Total Committed	\$ 10,737,302	\$ 51,292	\$ -
Assigned:			
Other capital projects	\$ -	\$ 237,844	\$ -
Cafeteria	-	-	196,019
Total Assigned	\$ -	\$ 237,844	\$ 196,019
Unassigned:			
	\$ 10,974,265	\$ -	\$ -
Total Fund Balance	\$ 21,845,500	\$ 4,784,376	\$ 196,019

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

M. Net Position

Net position is the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources. Net investment in capital assets represents capital assets, less accumulated depreciation, less any outstanding debt related to the acquisition, construction or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in this component of net position.

N. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

O. Component Unit – School Board Capital Asset and Debt Presentation

By law, the School Board does not have taxing authority and, therefore, it cannot incur debt through general obligation bonds to fund the acquisition, construction or improvement of its capital assets. That responsibility lies with the County who issues the debt on behalf of the School Board. However, the Code of Virginia requires the School Board to hold title to the capital assets (buildings and equipment) due to their responsibility for maintaining the asset.

In the Statement of Net Position, this scenario presents a dilemma for the County. Debt issued on behalf of the School Board is reported as a liability of the primary government, thereby reducing the net position of the County. The corresponding capital assets are reported as assets of the Component Unit-School Board (title holder), thereby increasing its net position.

The Virginia General Assembly amended the Code of Virginia to allow a tenancy in common with the School Board whenever the locality incurs a financial obligation which is payable over more than one fiscal year for any school property. The tenancy in common terminates when the associated debt has been paid in full. For financial reporting purposes, the legislation permits the locality to report the portion of the school property related to any outstanding financial obligation, thus eliminating a potential deficit from financing capital assets with debt.

P. Net Position Flow Assumption

Sometimes the County will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the County's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

Q. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The County has two items that qualify for reporting in this category. One item is the deferred amount on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The other item is comprised of contributions to the pension plan made during the current year and subsequent to the net pension asset or liability measurement date, which will be recognized as an increase to or a reduction of the net pension asset or liability next fiscal year. For more detailed information on these items, reference the pension note.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The County has two types of items that qualify for reporting in this category. Under a modified accrual basis of accounting, unavailable revenue representing property taxes receivable is reported in the governmental funds balance sheet. This amount is comprised of amounts prepaid on the 2nd half installments and the 2nd half installment and is deferred and recognized as an inflow of resources in the period that the amount becomes available. This also includes uncollected property taxes due prior to June 30. Under the accrual basis, amounts prepaid on the 2nd half installments and the 2nd half installment are reported as deferred inflows of resources. In addition, certain items related to the measurement of the net pension asset or liability are reported as deferred inflows of resources. These include differences between expected and actual experience, change in assumptions, the net difference between projected and actual earnings on pension plan investments, and changes in proportion and differences between employer contributions and proportionate share of contributions. For more detailed information on these items, reference the pension note.

R. Pensions

For purposes of measuring the net pension asset or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the County's Retirement Plan and the additions to/deductions from the County's Retirement Plan's net fiduciary position have been determined on the same basis as they were reported by the Virginia Retirement System (VRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 2 - DEPOSITS AND INVESTMENTS: (CONTINUED)

Deposits

Deposits with banks are covered by the Federal Deposit Insurance Corporation (FDIC) and collateralized in accordance with the Virginia Security for Public Deposits Act (the "Act"), Section 2.2-4400 et. seq. of the Code of Virginia. Under the Act, banks and savings institutions holding public deposits in excess of the amount insured by the FDIC must pledge collateral to the Commonwealth of Virginia Treasury Board. Financial Institutions may choose between two collateralization methodologies and depending upon that choice, will pledge collateral that ranges in the amounts from 50% to 130% of excess deposits. Accordingly, all deposits are considered fully collateralized.

Investments

Statutes authorize the County and School Board Component Unit to invest in obligations of the United States or agencies thereof, obligations of the Commonwealth of Virginia or political subdivisions thereof, obligations of the International Bank for Reconstruction and Development (World Bank), the Asian Development Bank, the African Development Bank, "prime quality" commercial paper and certain corporate notes, banker's acceptances, repurchase agreements and the State Treasurer's Local Government Investment Pool (LGIP). Bond proceeds subject to arbitrage rebate are invested in the State Non-Arbitrage Program (See Note 1). Capital lease proceeds are held in escrow and invested in money market funds.

Credit Risk of Debt Securities

The County limits the investment of funds in Debt Securities to those with credit ratings of at least Aa3/AA-.

The County's rated debt investments as of June 30, 2015 were rated by Standard & Poor's and the ratings are presented below using Standard & Poor's rating scale.

Rated Debt Investments' Values

<u>Rated Debt Investments</u>	<u>Fair Value</u>	<u>AAAm</u>	<u>AAA</u>	<u>AA+</u>
Commercial Paper	\$ 1,999,734	\$ -	\$ -	\$ 1,999,734
Local Government Investment Pool	1,003,564	1,003,564	-	-
Money Market Mutual Funds	<u>5,030,158</u>	<u>-</u>	<u>5,030,158</u>	<u>-</u>
Total	<u>\$ 8,033,456</u>	<u>\$ 1,003,564</u>	<u>\$ 5,030,158</u>	<u>\$ 1,999,734</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 2 - DEPOSITS AND INVESTMENTS: (CONTINUED)

Interest Rate Risk

The County Investment Policy requires that investment cash flows be optimized to match expected cash flow needs and are limited to investments with an average life of 5 years or less.

<u>Investment Maturities (in years)</u>		
<u>Investment Type</u>	<u>Fair Value</u>	<u>Less Than 1 Year</u>
Money Market Mutual Funds	\$ 5,030,158	\$ 5,030,158
Local Government Investment Pool	1,003,564	1,003,564
Commerical Paper	<u>1,999,734</u>	<u>1,999,734</u>
Total	<u>\$ 8,033,456</u>	<u>\$ 8,033,456</u>

Custodial Credit Risk

The County's investments are all insured, registered in the County's name and held in an account in the County's name, or invested in an external investment pool.

External Investment Pool

The fair values of the positions in the Local Government Investment Pool (LGIP) are the same as the value of the pool shares. As this pool is not SEC registered, regulatory oversight of the pool rests with the Virginia State Treasury. LGIP maintains a policy to operate in a manner consistent with SEC Rule 2a-7.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 3 - DUE FROM OTHER GOVERNMENTAL UNITS:

Receivables due from other governmental units consist of the following at June 30, 2015:

	<u>Primary Government</u>	<u>Component Unit School Board</u>
Commonwealth of Virginia:		
Local sales tax	\$ 246,716	\$ -
Communication tax	137,138	-
Public assistance and welfare administration	20,520	-
State sales tax	-	724,842
PPTRA	1,438,261	-
Shared expenses	142,671	-
Comprehensive services	493,359	-
Other	52	803
Federal Government:		
School grants	-	82,333
Public assistance and welfare administration	70,040	-
Homeland Security	3,448	-
Other	119,501	-
Totals	<u>\$ 2,671,706</u>	<u>\$ 807,978</u>

NOTE 4 - INTERFUND OBLIGATIONS/TRANSFERS:

There were no Interfund obligations at June 30, 2015.

Interfund transfers for the year ended June 30, 2015, consisted of the following:

<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
Primary Government		
General Fund	\$ -	\$ 3,193,717
Sewer	193,783	-
Capital Projects Fund	2,999,934	-
Total	<u>\$ 3,193,717</u>	<u>\$ 3,193,717</u>

Transfers are used to (1) move revenue from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgeting authorization.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 5 - DUE TO/FROM PRIMARY GOVERNMENT/COMPONENT UNIT:

There were no interfund obligations between the primary government and its component unit.

NOTE 6 - CAPITAL ASSETS:

The following is a summary of changes in capital assets for the fiscal year ended June 30, 2015:

	Beginning Balance July 1, 2014	Additions	Deletions	Ending Balance June 30, 2015
Governmental Activities:				
Capital assets, not being depreciated:				
Land	\$ 1,782,916	\$ -	\$ -	\$ 1,782,916
Construction in progress-jointly owned assets	-	1,436,832	-	1,436,832
Construction in progress	2,739,942	894,892	2,633,992	1,000,842
Total capital assets not being depreciated	<u>\$ 4,522,858</u>	<u>\$ 2,331,724</u>	<u>\$ 2,633,992</u>	<u>\$ 4,220,590</u>
Capital assets being depreciated:				
Buildings and improvements	\$ 20,211,676	\$ 1,417,023	\$ -	\$ 21,628,699
Equipment	6,388,756	1,138,397	97,304	7,429,849
Jointly owned assets	87,580,933	-	776,030	86,804,903
Total capital assets being depreciated	<u>\$ 114,181,365</u>	<u>\$ 2,555,420</u>	<u>\$ 873,334</u>	<u>\$ 115,863,451</u>
Less accumulated depreciation for:				
Buildings and improvements	\$ 5,665,358	\$ 531,134	\$ -	\$ 6,196,492
Equipment	4,431,194	552,723	91,304	4,892,613
Jointly owned assets	5,904,008	2,170,123	617,045	7,457,086
Total accumulated depreciation	<u>\$ 16,000,560</u>	<u>\$ 3,253,980</u>	<u>\$ 708,349</u>	<u>\$ 18,546,191</u>
Total capital assets being depreciated, net	<u>\$ 98,180,805</u>	<u>\$ (698,560)</u>	<u>\$ 164,985</u>	<u>\$ 97,317,260</u>
Governmental activities capital assets, net	<u>\$ 102,703,663</u>	<u>\$ 1,633,164</u>	<u>\$ 2,798,977</u>	<u>\$ 101,537,850</u>

Tenancy in Common – State legislation enacted in 2002, Section 15.2-1800.1 of the Code of Virginia, (1950), as amended, granted the County a tenancy in common with the School Board when the County incurs a financial obligation for school property which is payable over more than one fiscal year. For financial reporting purposes, the net book value of School capital assets financed by the County guaranteed debt is shown under the County up to the amount of outstanding debt. At June 30, 2015, the School component unit capital assets financed by the outstanding County guaranteed debt with a book value of \$80,784,649 were reported in the Primary Government as tenant in common with the School Board.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 6 - CAPITAL ASSETS: (CONTINUED)

	Beginning Balance July 1, 2014	Additions	Deletions	Ending Balance June 30, 2015
Business-type Activities:				
<u>Fork Union Sanitary District:</u>				
Capital assets, not being depreciated:				
Land	\$ 11,736	\$ -	\$ -	\$ 11,736
Total capital assets not being depreciated	<u>\$ 11,736</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,736</u>
Capital assets being depreciated:				
Buildings and improvements	\$ 18,079	\$ -	\$ -	\$ 18,079
Infrastructure	3,078,912	22,050	-	3,100,962
Equipment	163,911	-	-	163,911
Total capital assets being depreciated	<u>\$ 3,260,902</u>	<u>\$ 22,050</u>	<u>\$ -</u>	<u>\$ 3,282,952</u>
Less accumulated depreciation for:				
Buildings and improvements	\$ 15,864	\$ 222	\$ -	\$ 16,086
Infrastructure	1,346,605	79,405	-	1,426,010
Equipment	133,298	7,653	-	140,951
Total accumulated depreciation	<u>\$ 1,495,767</u>	<u>\$ 87,280</u>	<u>\$ -</u>	<u>\$ 1,583,047</u>
Total capital assets being depreciated, net	<u>\$ 1,765,135</u>	<u>\$ (65,230)</u>	<u>\$ -</u>	<u>\$ 1,699,905</u>
Fork Union Sanitary District capital assets, net	<u><u>\$ 1,776,871</u></u>	<u><u>\$ (65,230)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,711,641</u></u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 6 - CAPITAL ASSETS: (CONTINUED)

	<u>Beginning Balance July 1, 2014</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance June 30, 2015</u>
Business-type Activities: (continued)				
<u>Sewer Fund:</u>				
Capital assets, not being depreciated:				
Land	\$ 284,440	\$ -	\$ -	\$ 284,440
Total capital assets not being depreciated	<u>\$ 284,440</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 284,440</u>
Capital assets being depreciated:				
Infrastructure	\$ 3,864,580	\$ -	\$ -	\$ 3,864,580
Total capital assets being depreciated	<u>\$ 3,864,580</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,864,580</u>
Less accumulated depreciation for:				
Infrastructure	\$ 534,275	\$ 96,615	\$ -	\$ 630,890
Total accumulated depreciation	<u>\$ 534,275</u>	<u>\$ 96,615</u>	<u>\$ -</u>	<u>\$ 630,890</u>
Total capital assets being depreciated, net	<u>\$ 3,330,305</u>	<u>\$ (96,615)</u>	<u>\$ -</u>	<u>\$ 3,233,690</u>
Sewer capital assets, net	<u>\$ 3,614,745</u>	<u>\$ (96,615)</u>	<u>\$ -</u>	<u>\$ 3,518,130</u>
Business-type activities capital assets, net	<u>\$ 5,391,616</u>	<u>\$ (161,845)</u>	<u>\$ -</u>	<u>\$ 5,229,771</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 6 - CAPITAL ASSETS: (CONTINUED)

	<u>Beginning Balance July 1, 2014</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance June 30, 2015</u>
Discretely Presented Component-Unit School Board:				
Capital assets, not being depreciated:				
Land	\$ 369,782	\$ -	\$ -	\$ 369,782
Construction in progress	<u>476,391</u>	<u>684,083</u>	<u>375,529</u>	<u>784,945</u>
Total capital assets not being depreciated	<u>\$ 846,173</u>	<u>\$ 684,083</u>	<u>\$ 375,529</u>	<u>\$ 1,154,727</u>
Capital assets being depreciated:				
Buildings and improvements	\$ 9,267,131	\$ 103,444	\$ -	\$ 9,370,575
Equipment	4,494,215	896,858	-	5,391,073
Jointly owned assets	<u>13,812,066</u>	<u>776,030</u>	<u>-</u>	<u>14,588,096</u>
Total capital assets being depreciated	<u>\$ 27,573,412</u>	<u>\$ 1,776,332</u>	<u>\$ -</u>	<u>\$ 29,349,744</u>
Less accumulated depreciation for:				
Buildings and improvements	\$ 5,606,068	\$ 805	\$ -	\$ 5,606,873
Equipment	3,641,384	289,430	-	3,930,814
Jointly owned assets	<u>6,396,614</u>	<u>1,128,403</u>	<u>-</u>	<u>7,525,017</u>
Total accumulated depreciation	<u>\$ 15,644,066</u>	<u>\$ 1,418,638</u>	<u>\$ -</u>	<u>\$ 17,062,704</u>
Total capital assets being depreciated, net	<u>\$ 11,929,346</u>	<u>\$ 357,694</u>	<u>\$ -</u>	<u>\$ 12,287,040</u>
School Board capital assets, net	<u>\$ 12,775,519</u>	<u>\$ 1,041,777</u>	<u>\$ 375,529</u>	<u>\$ 13,441,767</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 6 - CAPITAL ASSETS: (CONTINUED)

Depreciation expense was charged to functions/programs of the primary government and component unit as follows:

Governmental Activities:

General government administration	\$	152,571
Judicial administration		181,727
Public safety		527,250
Public works		48,609
Health and welfare		25,276
Education		2,170,123
Parks, recreation and cultural		73,699
Community development		74,725
Total	\$	<u>3,253,980</u>

Business-Type Activities:

Fork Union Sanitary District	\$	<u>87,280</u>
Sewer	\$	<u>96,615</u>
Component Unit School Board	\$	<u>1,418,638</u> (1)
(1) Depreciation Expense	\$	801,593
Accumulated depreciation on joint tenancy asset transfer		<u>617,045</u>
Total additions to accumulated depreciation	\$	<u>1,418,638</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS:

The following is a summary of changes in long-term obligation transactions for the fiscal year ended June 30, 2015:

	<u>Restated Balance July 1, 2014</u>	<u>Issuances/ Increases</u>	<u>Retirements/ Decreases</u>	<u>Balance June 30, 2015</u>	<u>Amounts Due Within One Year</u>
Governmental Activities:					
School general obligation bonds	\$ 87,782,718	\$ 4,420,000	\$ 3,146,773	\$ 89,055,945	\$ 3,457,011
Premium on general obligation bonds	6,895,892	714,142	542,835	7,067,199	632,958
Discount on general obligation bonds	(412,058)	-	(31,697)	(380,361)	(31,697)
Public facility bonds	3,615,900	-	3,615,900	-	-
Infrastructure and state moral obligation revenue bonds	-	3,520,000	-	3,520,000	340,000
Premium on infrastructure revenue bonds	-	540,983	-	540,983	102,011
Landfill postclosure costs	809,988	8,221	34,092	784,117	34,092
Capital lease obligations	868,897	-	230,624	638,273	150,235
Literary fund loans	2,478,809	-	309,851	2,168,958	309,851
Net pension liability	2,821,758	1,974,316	3,413,694	1,382,380	-
Compensated absences	516,619	44,989	51,662	509,946	50,995
Total governmental activities	<u>\$ 105,378,523</u>	<u>\$ 11,222,651</u>	<u>\$ 11,313,734</u>	<u>\$ 105,287,440</u>	<u>\$ 5,045,456</u>

The general fund revenues are used to liquidate compensated absences and other long-term obligations.

	<u>Restated Balance July 1, 2014</u>	<u>Issuances/ Increases</u>	<u>Retirements/ Decreases</u>	<u>Balance June 30, 2015</u>	<u>Amounts Due Within One Year</u>
Enterprise Funds:					
Compensated absences	\$ 23,939	\$ 3,585	\$ 2,394	\$ 25,130	\$ 2,513
Net pension liability	75,975	47,869	90,206	33,638	-
Water facility bonds	564,780	-	34,815	529,965	36,417
Sewer revenue bonds	780,000	-	60,000	720,000	60,000
Total Enterprise Funds	<u>\$ 1,444,694</u>	<u>\$ 51,454</u>	<u>\$ 187,415</u>	<u>\$ 1,308,733</u>	<u>\$ 98,930</u>
Total Primary Government	<u>\$ 106,823,217</u>	<u>\$ 11,274,105</u>	<u>\$ 11,501,149</u>	<u>\$ 106,596,173</u>	<u>\$ 5,144,386</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS: (CONTINUED)

Primary Government

Annual requirements to amortize long-term obligations and related interest are as follows:

<u>Year</u>	<u>Literary Fund Loans</u>		<u>General Obligation Bonds</u>		<u>Infrastructure and State Moral Obligation Revenue Bond</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2016	\$ 309,851	\$ 65,069	\$ 3,457,011	\$ 3,177,677	\$ 340,000	158,088
2017	309,851	55,773	3,650,056	2,998,495	345,000	147,660
2018	309,851	46,478	3,710,736	2,868,462	355,000	133,247
2019	309,851	37,182	3,846,143	2,723,148	385,000	114,284
2020	309,851	27,887	3,956,834	2,600,794	400,000	94,168
2021	309,851	18,591	3,973,139	2,483,111	420,000	74,631
2022	309,852	9,296	4,114,442	2,327,283	440,000	54,069
2023	-	-	4,286,073	2,151,613	205,000	37,541
2024	-	-	4,292,128	1,959,676	220,000	26,650
2025	-	-	4,458,030	1,780,723	230,000	15,119
2026	-	-	4,624,210	1,611,025	180,000	4,612
2027	-	-	4,407,143	1,443,584	-	-
2028	-	-	4,195,000	1,276,646	-	-
2029	-	-	4,340,000	1,134,003	-	-
2030	-	-	4,480,000	989,337	-	-
2031	-	-	4,240,000	817,391	-	-
2032	-	-	4,415,000	645,883	-	-
2033	-	-	4,575,000	489,720	-	-
2034	-	-	4,535,000	353,025	-	-
2035	-	-	4,675,000	214,875	-	-
2036	-	-	4,825,000	72,375	-	-
Totals	\$ 2,168,958	\$ 260,276	\$ 89,055,945	\$ 34,118,846	\$ 3,520,000	\$ 860,069

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS: (CONTINUED)

Primary Government: (Continued)

Annual requirements to amortize long-term obligations and related interest are as follows: (Continued)

Year	Revenue Bonds					
	Capital Leases		Water Facilities Bond		Sewer System Revenue Bond	
	Principal	Interest	Principal	Interest	Principal	Interest
2016	\$ 150,235	\$ 20,298	\$ 36,417	\$ 23,103	\$ 60,000	-
2017	101,158	14,924	38,090	21,430	60,000	-
2018	104,482	11,600	39,840	19,680	60,000	-
2019	107,920	8,162	41,670	17,850	60,000	-
2020	56,651	4,606	43,584	15,936	60,000	-
2021	58,147	3,111	45,587	13,934	60,000	-
2022	59,680	1,576	47,681	11,839	60,000	-
2023	-	-	49,871	9,649	60,000	-
2024	-	-	52,162	7,358	60,000	-
2025	-	-	54,559	4,961	60,000	-
2026	-	-	57,065	2,455	60,000	-
2027	-	-	23,439	209	60,000	-
Totals	\$ <u>638,273</u>	\$ <u>64,277</u>	\$ <u>529,965</u>	\$ <u>148,404</u>	\$ <u>720,000</u>	<u>-</u>

The total cost of equipment under current capital leases is \$1,408,321.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS: (CONTINUED)

Detail of Long-Term Obligations

	<u>Amount Outstanding</u>	<u>Amounts Due Within One Year</u>
<i><u>Infrastructure and State Moral Obligation Revenue Bonds:</u></i>		
\$3,520,000 Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds Series 2014C, issued November 19, 2014 maturing annually in installments ranging from \$180,000 to \$440,000 through October 1, 2025. Interest payable semiannually at ranging 3.007% to 5.125%.	\$ 3,520,000	\$ 340,000
Premium on School Bonds 2014C	<u>540,983</u>	<u>102,011</u>
Total infrastructure and state moral obligation revenue bonds	<u>\$ 4,060,983</u>	<u>\$ 442,011</u>
<i><u>School General Obligation Bonds:</u></i>		
\$2,096,324 School Bonds, 1995C, issued December 21, 1995, maturing annually in installments ranging from \$92,389 to \$123,720 through July 15, 2016, interest at 5.10% payable semiannually.	\$ 123,720	\$ 123,720
\$830,197 School Bonds, 1996A, issued March 1996, maturing annually in installments ranging from \$36,064 to \$49,458 through July 15, 2017, interest up to 8% payable semiannually.	97,859	48,401
\$1,000,000 Refunding School Bonds, 1999A, issued May 13, 1999, maturing annually in installments of \$50,000 through July 15, 2019, interest payable semiannually at 4.1%.	250,000	50,000
\$6,411,957 School Bonds, 2005A, issued November 10, 2005, maturing annually in installments ranging from \$273,104 to \$372,067 through July 15, 2025, interest payable semiannually at 5.1%.	3,761,066	313,890
\$67,525,000 School Bonds, 2008A, issued December 22, 2008, maturing annually in installments ranging from \$700,000 to \$5,115,000 through December 1, 2018, interest payable semiannually at 5.95%.	6,945,000	1,620,000

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS: (CONTINUED)

Detail of Long-Term Obligations: (Continued)

	<u>Amount Outstanding</u>	<u>Amounts Due Within One Year</u>
<i><u>School General Obligation Bonds: (continued)</u></i>		
Premium on School Bonds 2008A	\$ 36,724	\$ 12,241
\$5,420,000 School Bonds, 2009A, issued November 13, 2009, maturing annually in installments ranging from \$135,500 to \$387,143 through September 15, 2026. The interest rate is 0.0%.	4,688,300	271,000
Discount on School Bonds 2009A	(380,361)	(31,697)
\$66,120,000 School Refunding Bonds, 2012B, issued December 20, 2012, maturing annually in installments ranging from \$345,000 to \$4,825,000 through June 30, 2036, interest payable semiannually at ranging from 1.25% to 5.00%.	65,150,000	640,000
Premium on School Bonds 2012B	5,994,243	469,374
\$3,995,000 School Bonds, 2012, issued November 15, 2012, maturing annually in installments ranging from \$135,000 to \$305,000 through July 15, 2032, interest payable semiannually at ranging from 2.05% to 5.05%.	3,620,000	220,000
Premium on School Bonds 2012	322,090	52,898
\$4,420,000 School Bonds, 2014C, issued November 20, 2014, maturing annually in installments ranging from \$170,000 to \$405,000 through July 15, 2029, interest payable semiannually at ranging from 2.05% to 5.05%.	4,420,000	170,000
Premium on School Bonds 2014C	<u>714,142</u>	<u>98,445</u>
Total school general obligation bonds	<u>\$ 95,742,783</u>	<u>\$ 4,058,272</u>
<i><u>State Literary Fund Loans:</u></i>		
\$6,197,023, issued July 15, 2001 due in principal annual installments of \$309,851 through July 15, 2021, interest at 3%.	<u>\$ 2,168,958</u>	<u>\$ 309,851</u>
Total state literary fund loans	<u>\$ 2,168,958</u>	<u>\$ 309,851</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS: (CONTINUED)

Detail of Long-Term Obligations: (Continued)

	<u>Amount Outstanding</u>	<u>Amounts Due Within One Year</u>
<u>Capital Leases:</u>		
\$412,000 capital lease dated February 15, 2007 payable in annual payments of principal and interest in the amount of \$54,450 through July 15, 2015. Interest payable annually at 4.13%. Lease is for Pumper Truck.	\$ 52,292	\$ 52,291
\$450,000 capital lease dated January 7, 2009 payable in annual payments of principal and interest in the amount of \$54,825 through October 15, 2018. Interest payable annually at 3.98%. Lease is for Pumper Truck.	199,100	46,900
\$546,321 capital lease dated September 18, 2012 payable in annual payments of principal and interest in the amount of \$61,257 through September 18, 2021. Interest payable annually at 2.64%. Lease is for Fire Truck.	<u>386,881</u>	<u>51,044</u>
Total capital leases	\$ <u>638,273</u>	\$ <u>150,235</u>
Landfill postclosure costs	\$ <u>784,117</u>	\$ <u>34,092</u>
Net pension liability	\$ <u>1,382,380</u>	\$ <u>-</u>
Compensated absences	\$ <u>509,946</u>	\$ <u>50,995</u>
Total Governmental Funds	\$ <u><u>105,287,440</u></u>	\$ <u><u>5,045,456</u></u>
<u>Enterprise Funds:</u>		
Water Facilities Bond:		
\$1,000,000, Series 1998-A, authorized June 25, 1998, due in monthly installments of \$4,960, including principal and interest. The interest rate is 4.5% and final payment is due December 31, 2030.	\$ 529,965	\$ 36,417
Sewer System Revenue Bond:		
\$1,200,000, Series 2006, authorized August 1, 2006, due in semi-annual installments of \$30,000, principal only. The interest rate is 0.0% and final payment is due March 1, 2027.	720,000	60,000
Net pension liability	33,638	-
Compensated absences	<u>25,130</u>	<u>2,513</u>
Total Enterprise Fund Obligations	\$ <u><u>1,308,733</u></u>	\$ <u><u>98,930</u></u>
Total Primary Government	\$ <u><u>106,596,173</u></u>	\$ <u><u>5,144,386</u></u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 7 - LONG-TERM OBLIGATIONS: (CONTINUED)

Current Refunding of Debt

On November 19, 2014 the county issued VRA Infrastructure and State Moral Obligation Revenue bonds to currently refund its 2006 Public Facility Revenue Bond and 2005 Public Facility Revenue Refunding Bond. This refunding was undertaken to reduce the total debt service over the next eleven years by \$428,316 and resulted in an economic gain of \$334,352.

Component Unit School Board

The following is a summary of long-term obligations for the fiscal year ended June 30, 2015:

	<u>Balance</u> <u>July 1, 2014</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>June 30, 2015</u>	<u>Amounts</u> <u>Due Within</u> <u>One Year</u>
Compensated absences	\$ 1,476,639	\$ 341,365	\$ 147,664	\$ 1,670,340	\$ 167,034
Net pension liability	34,836,641	1,916,498	7,948,406	28,804,733	-
Total	<u>\$ 36,313,280</u>	<u>\$ 2,257,863</u>	<u>\$ 8,096,070</u>	<u>\$ 30,475,073</u>	<u>\$ 167,034</u>

The School Operating and School Cafeteria Funds are used to liquidate the School Board's compensated absences liability.

NOTE 8 - PENSION PLAN:

Plan Description

Name of Plan: Virginia Retirement System (VRS)
Identification of Plan: Agent and Cost-Sharing Multiple-Employer Pension Plan
Administering Entity: Virginia Retirement System (System)

All full-time, salaried permanent employees of the County and (nonprofessional) employees of public school divisions are automatically covered by VRS Retirement Plan upon employment. This is an agent multiple-employer plan administered by the Virginia Retirement System (the System) along with plans for other employer groups in the Commonwealth of Virginia. Members earn one month of service credit for each month they are employed and for which they and their employer pay contributions to VRS. Members are eligible to purchase prior service, based on specific criteria as defined in the Code of Virginia, as amended. Eligible prior service that may be purchased includes prior public service, active military service, certain periods of leave, and previously refunded service.

The System administers three different benefit structures for covered employees – Plan 1, Plan 2, and, Hybrid. Each of these benefit structures has a different eligibility criteria. The specific information for each plan and the eligibility for covered groups within each plan are set out in the following table:

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>About Plan 1 Plan 1 is a defined benefit plan. The retirement benefit is based on a member's age, creditable service and average final compensation at retirement using a formula. Employees are eligible for Plan 1 if their membership date is before July 1, 2010, and they were vested as of January 1, 2013.</p>	<p>About Plan 2 Plan 2 is a defined benefit plan. The retirement benefit is based on a member's age, creditable service and average final compensation at retirement using a formula. Employees are eligible for Plan 2 if their membership date is on or after July 1, 2010, or their membership date is before July 1, 2010, and they were not vested as of January 1, 2013.</p>	<p>About the Hybrid Retirement Plan The Hybrid Retirement Plan combines the features of a defined benefit plan and a defined contribution plan. Most members hired on or after January 1, 2014 are in this plan, as well as Plan 1 and Plan 2 members who were eligible and opted into the plan during a special election window. (see "Eligible Members")</p> <ul style="list-style-type: none"> • The defined benefit is based on a member's age, creditable service and average final compensation at retirement using a formula. • The benefit from the defined contribution component of the plan depends on the member and employer contributions made to the plan and the investment performance of those contributions.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>About Plan 1 (Cont.)</p>	<p>About Plan 2 (Cont.)</p>	<p>About the Hybrid Retirement Plan (Cont.)</p> <ul style="list-style-type: none"> • In addition to the monthly benefit payment payable from the defined benefit plan at retirement, a member may start receiving distributions from the balance in the defined contribution account, reflecting the contributions, investment gains or losses, and any required fees.
<p>Eligible Members Employees are in Plan 1 if their membership date is before July 1, 2010, and they were vested as of January 1, 2013.</p> <p>Hybrid Opt-In Election VRS non-hazardous duty covered Plan 1 members were allowed to make an irrevocable decision to opt into the Hybrid Retirement Plan during a special election window held January 1 through April 30, 2014.</p> <p>The Hybrid Retirement Plan's effective date for eligible Plan 1 members who opted in was July 1, 2014.</p> <p>If eligible deferred members returned to work during the election window, they were also eligible to opt into the Hybrid Retirement Plan.</p>	<p>Eligible Members Employees are in Plan 2 if their membership date is on or after July 1, 2010, or their membership date is before July 1, 2010, and they were not vested as of January 1, 2013.</p> <p>Hybrid Opt-In Election Eligible Plan 2 members were allowed to make an irrevocable decision to opt into the Hybrid Retirement Plan during a special election window held January 1 through April 30, 2014.</p> <p>The Hybrid Retirement Plan's effective date for eligible Plan 2 members who opted in was July 1, 2014.</p> <p>If eligible deferred members returned to work during the election window, they were also eligible to opt into the Hybrid Retirement Plan.</p>	<p>Eligible Members Employees are in the Hybrid Retirement Plan if their membership date is on or after January 1, 2014. This includes:</p> <ul style="list-style-type: none"> • Political subdivision employees* • School division employees • Members in Plan 1 or Plan 2 who elected to opt into the plan during the election window held January 1-April 30, 2014; the plan's effective date for opt-in members was July 1, 2014. <p>*Non-Eligible Members Some employees are not eligible to participate in the Hybrid Retirement Plan. They include:</p> <ul style="list-style-type: none"> • Political subdivision employees who are covered by enhanced benefits for hazardous duty employees.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Hybrid Opt-In Election (Cont.) Members who were eligible for an optional retirement plan (ORP) and had prior service under Plan 1 were not eligible to elect the Hybrid Retirement Plan and remain as Plan 1 or ORP.</p>	<p>Hybrid Opt-In Election (Cont.) Members who were eligible for an optional retirement plan (ORP) and have prior service under Plan 2 were not eligible to elect the Hybrid Retirement Plan and remain as Plan 2 or ORP.</p>	<p>*Non-Eligible Members (Cont.) Those employees eligible for an optional retirement plan (ORP) must elect the ORP plan or the Hybrid Retirement Plan. If these members have prior service under Plan 1 or Plan 2, they are not eligible to elect the Hybrid Retirement Plan and must select Plan 1 or Plan 2 (as applicable) or ORP.</p>
<p>Retirement Contributions Employees contribute 5% of their compensation each month to their member contribution account through a pre-tax salary reduction. Some political subdivisions and school divisions elected to phase in the required 5% member contribution but all employees will be paying the full 5% by July 1, 2016. Member contributions are tax-deferred until they are withdrawn as part of a retirement benefit or as a refund. The employer makes a separate actuarially determined contribution to VRS for all covered employees. VRS invests both member and employer contributions to provide funding for the future benefit payment.</p>	<p>Retirement Contributions Employees contribute 5% of their compensation each month to their member contribution account through a pre-tax salary reduction. Some political subdivisions and school divisions elected to phase in the required 5% member contribution but all employees will be paying the full 5% by July 1, 2016.</p>	<p>Retirement Contributions A member's retirement benefit is funded through mandatory and voluntary contributions made by the member and the employer to both the defined benefit and the defined contribution components of the plan. Mandatory contributions are based on a percentage of the employee's creditable compensation and are required from both the member and the employer. Additionally, members may choose to make voluntary contributions to the defined contribution component of the plan, and the employer is required to match those voluntary contributions according to specified percentages.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Creditable Service Creditable service includes active service. Members earn creditable service for each month they are employed in a covered position. It also may include credit for prior service the member has purchased or additional creditable service the member was granted. A member's total creditable service is one of the factors used to determine their eligibility for retirement and to calculate their retirement benefit. It also may count toward eligibility for the health insurance credit in retirement, if the employer offers the health insurance credit.</p>	<p>Creditable Service Same as Plan 1.</p>	<p>Creditable Service <u>Defined Benefit Component:</u> Under the defined benefit component of the plan, creditable service includes active service. Members earn creditable service for each month they are employed in a covered position. It also may include credit for prior service the member has purchased or additional creditable service the member was granted. A member's total creditable service is one of the factors used to determine their eligibility for retirement and to calculate their retirement benefit. It also may count toward eligibility for the health insurance credit in retirement, if the employer offers the health insurance credit.</p> <p><u>Defined Contributions Component:</u> Under the defined contribution component, creditable service is used to determine vesting for the employer contribution portion of the plan.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Vesting Vesting is the minimum length of service a member needs to qualify for a future retirement benefit. Members become vested when they have at least five years (60 months) of creditable service. Vesting means members are eligible to qualify for retirement if they meet the age and service requirements for their plan. Members also must be vested to receive a full refund of their member contribution account balance if they leave employment and request a refund.</p> <p>Members are always 100% vested in the contributions that they make.</p>	<p>Vesting Same as Plan 1.</p>	<p>Vesting <u>Defined Benefit Component:</u> Defined benefit vesting is the minimum length of service a member needs to qualify for a future retirement benefit. Members are vested under the defined benefit component of the Hybrid Retirement Plan when they reach five years (60 months) of creditable service. Plan 1 or Plan 2 members with at least five years (60 months) of creditable service who opted into the Hybrid Retirement Plan remain vested in the defined benefit component.</p> <p><u>Defined Contributions Component:</u> Defined contribution vesting refers to the minimum length of service a member needs to be eligible to withdraw the employer contributions from the defined contribution component of the plan.</p> <p>Members are always 100% vested in the contributions that they make.</p> <p>Upon retirement or leaving covered employment, a member is eligible to withdraw a percentage of employer contributions to the defined contribution component of the plan, based on service.</p> <ul style="list-style-type: none"> • After two years, a member is 50% vested and may withdraw 50% of employer contributions.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Vesting (Cont.)</p>	<p>Vesting (Cont.)</p>	<p>Vesting (Cont.) <u>Defined Contributions Component: (Cont.)</u></p> <ul style="list-style-type: none"> • After three years, a member is 75% vested and may withdraw 75% of employer contributions. • After four or more years, a member is 100% vested and may withdraw 100% of employer contributions. <p>Distribution is not required by law until age 70½.</p>
<p>Calculating the Benefit The Basic Benefit is calculated based on a formula using the member's average final compensation, a retirement multiplier and total service credit at retirement. It is one of the benefit payout options available to a member at retirement.</p> <p>An early retirement reduction factor is applied to the Basic Benefit if the member retires with a reduced retirement benefit or selects a benefit payout option other than the Basic Benefit.</p>	<p>Calculating the Benefit See definition under Plan 1.</p>	<p>Calculating the Benefit <u>Defined Benefit Component:</u> See definition under Plan 1</p> <p><u>Defined Contribution Component:</u> The benefit is based on contributions made by the member and any matching contributions made by the employer, plus net investment earnings on those contributions.</p>
<p>Average Final Compensation A member's average final compensation is the average of the 36 consecutive months of highest compensation as a covered employee.</p>	<p>Average Final Compensation A member's average final compensation is the average of their 60 consecutive months of highest compensation as a covered employee.</p>	<p>Average Final Compensation Same as Plan 2. It is used in the retirement formula for the defined benefit component of the plan.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Service Retirement Multiplier VRS: The retirement multiplier is a factor used in the formula to determine a final retirement benefit. The retirement multiplier for non-hazardous duty members is 1.70%.</p> <p>Sheriffs and regional jail superintendents: The retirement multiplier for sheriffs and regional jail superintendents is 1.85%.</p> <p>Political subdivision hazardous duty employees: The retirement multiplier of eligible political subdivision hazardous duty employees other than sheriffs and regional jail superintendents is 1.70% or 1.85% as elected by the employer.</p>	<p>Service Retirement Multiplier VRS: Same as Plan 1 for service earned, purchased or granted prior to January 1, 2013. For non-hazardous duty members the retirement multiplier is 1.65% for creditable service earned, purchased or granted on or after January 1, 2013.</p> <p>Sheriffs and regional jail superintendents: Same as Plan 1.</p> <p>Political subdivision hazardous duty employees: Same as Plan 1.</p>	<p>Service Retirement Multiplier Defined Benefit Component: VRS: The retirement multiplier for the defined benefit component is 1.00%.</p> <p>For members who opted into the Hybrid Retirement Plan from Plan 1 or Plan 2, the applicable multipliers for those plans will be used to calculate the retirement benefit for service credited in those plans.</p> <p>Sheriffs and regional jail superintendents: Not applicable.</p> <p>Political subdivision hazardous duty employees: Not applicable.</p> <p>Defined Contribution Component: Not applicable.</p>
<p>Normal Retirement Age VRS: Age 65.</p> <p>Political subdivisions hazardous duty employees: Age 60.</p>	<p>Normal Retirement Age VRS: Normal Social Security retirement age.</p> <p>Political subdivisions hazardous duty employees: Same as Plan 1.</p>	<p>Normal Retirement Age Defined Benefit Component: VRS: Same as Plan 2.</p> <p>Political subdivisions hazardous duty employees: Not applicable.</p> <p>Defined Contribution Component: Members are eligible to receive distributions upon leaving employment, subject to restrictions.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Earliest Unreduced Retirement Eligibility VRS: Age 65 with at least five years (60 months) of creditable service or at age 50 with at least 30 years of creditable service.</p> <p>Political subdivisions hazardous duty employees: Age 60 with at least five years of creditable service or age 50 with at least 25 years of creditable service.</p>	<p>Earliest Unreduced Retirement Eligibility VRS: Normal Social Security retirement age with at least five years (60 months) of creditable service or when their age and service equal 90.</p> <p>Political subdivisions hazardous duty employees: Same as Plan 1.</p>	<p>Earliest Unreduced Retirement Eligibility <u>Defined Benefit Component:</u> VRS: Normal Social Security retirement age and have at least five years (60 months) of creditable service or when their age and service equal 90.</p> <p>Political subdivisions hazardous duty employees: Not applicable.</p> <p><u>Defined Contribution Component:</u> Members are eligible to receive distributions upon leaving employment, subject to restrictions.</p>
<p>Earliest Reduced Retirement Eligibility VRS: Age 55 with at least five years (60 months) of creditable service or age 50 with at least 10 years of creditable service.</p> <p>Political subdivisions hazardous duty employees: 50 with at least five years of creditable service.</p>	<p>Earliest Reduced Retirement Eligibility VRS: Age 60 with at least five years (60 months) of creditable service.</p> <p>Political subdivisions hazardous duty employees: Same as Plan 1.</p>	<p>Earliest Reduced Retirement Eligibility <u>Defined Benefit Component:</u> VRS: Members may retire with a reduced benefit as early as age 60 with at least five years (60 months) of creditable service.</p> <p>Political subdivisions hazardous duty employees: Not applicable.</p> <p><u>Defined Contribution Component:</u> Members are eligible to receive distributions upon leaving employment, subject to restrictions.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Cost-of-Living Adjustment (COLA) in Retirement The Cost-of-Living Adjustment (COLA) matches the first 3% increase in the Consumer Price Index for all Urban Consumers (CPI-U) and half of any additional increase (up to 4%) up to a maximum COLA of 5%.</p> <p><u>Eligibility:</u> For members who retire with an unreduced benefit or with a reduced benefit with at least 20 years of creditable service, the COLA will go into effect on July 1 after one full calendar year from the retirement date.</p> <p>For members who retire with a reduced benefit and who have less than 20 years of creditable service, the COLA will go into effect on July 1 after one calendar year following the unreduced retirement eligibility date.</p> <p><u>Exceptions to COLA Effective Dates:</u> The COLA is effective July 1 following one full calendar year (January 1 to December 31) under any of the following circumstances:</p> <ul style="list-style-type: none"> • The member is within five years of qualifying for an unreduced retirement benefit as of January 1, 2013. • The member retires on disability. 	<p>Cost-of-Living Adjustment (COLA) in Retirement The Cost-of-Living Adjustment (COLA) matches the first 2% increase in the CPI-U and half of any additional increase (up to 2%), for a maximum COLA of 3%.</p> <p><u>Eligibility:</u> Same as Plan 1</p> <p><u>Exceptions to COLA Effective Dates:</u> Same as Plan 1</p>	<p>Cost-of-Living Adjustment (COLA) in Retirement <u>Defined Benefit Component:</u> Same as Plan 2.</p> <p><u>Defined Contribution Component:</u> Not applicable.</p> <p><u>Eligibility:</u> Same as Plan 1 and Plan 2.</p> <p><u>Exceptions to COLA Effective Dates:</u> Same as Plan 1 and Plan 2.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Cost-of-Living Adjustment (COLA) in Retirement (Cont.)</p> <p><u>Exceptions to COLA Effective Dates: (Cont.)</u></p> <ul style="list-style-type: none"> • The member retires directly from short-term or long-term disability under the Virginia Sickness and Disability Program (VSDP). • The member is involuntarily separated from employment for causes other than job performance or misconduct and is eligible to retire under the Workforce Transition Act or the Transitional Benefits Program. • The member dies in service and the member's survivor or beneficiary is eligible for a monthly death-in-service benefit. The COLA will go into effect on July 1 following one full calendar year (January 1 to December 31) from the date the monthly benefit begins. 	<p>Cost-of-Living Adjustment (COLA) in Retirement (Cont.)</p>	<p>Cost-of-Living Adjustment (COLA) in Retirement (Cont.)</p>
<p>Disability Coverage Members who are eligible to be considered for disability retirement and retire on disability, the retirement multiplier is 1.7% on all service, regardless of when it was earned, purchased or granted.</p>	<p>Disability Coverage Members who are eligible to be considered for disability retirement and retire on disability, the retirement multiplier is 1.65% on all service, regardless of when it was earned, purchased or granted.</p>	<p>Disability Coverage Employees of political subdivisions and School divisions (including Plan 1 and Plan 2 opt-ins) participate in the Virginia Local Disability Program (VLDP) unless their local governing body provides an employer-paid comparable program for its members.</p>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Plan Description: (Continued)

RETIREMENT PLAN PROVISIONS (CONTINUED)		
PLAN 1	PLAN 2	HYBRID RETIREMENT PLAN
<p>Disability Coverage (Cont.)</p> <p>VSDP members are subject to a one-year waiting period before becoming eligible for non-work-related disability benefits.</p>	<p>Disability Coverage (Cont.)</p> <p>VSDP members are subject to a one-year waiting period before becoming eligible for non-work related disability benefits.</p>	<p>Disability Coverage (Cont.)</p> <p>Hybrid members (including Plan 1 and Plan 2 opt-ins) covered under VLDP are subject to a one-year waiting period before becoming eligible for non-work-related disability benefits.</p>
<p>Purchase of Prior Service</p> <p>Members may be eligible to purchase service from previous public employment, active duty military service, an eligible period of leave or VRS refunded service as creditable service in their plan. Prior creditable service counts toward vesting, eligibility for retirement and the health insurance credit. Only active members are eligible to purchase prior service. When buying service, members must purchase their most recent period of service first. Members also may be eligible to purchase periods of leave without pay.</p>	<p>Purchase of Prior Service</p> <p>Same as Plan 1.</p>	<p>Purchase of Prior Service</p> <p><u>Defined Benefit Component:</u> Same as Plan 1, with the following exceptions:</p> <ul style="list-style-type: none"> • Hybrid Retirement Plan members are ineligible for ported service. • The cost for purchasing refunded service is the higher of 4% of creditable compensation or average final compensation. • Plan members have one year from their date of hire or return from leave to purchase all but refunded prior service at approximate normal cost. After that one-year period, the rate for most categories of service will change to actuarial cost. <p><u>Defined Contribution Component:</u> Not applicable.</p>

The System issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information for VRS. A copy of the most recent report may be obtained from the VRS website at <http://www.varetire.org/Pdf/Publications/2014-annual-report.pdf>, or by writing to the System’s Chief Financial Officer at P.O. Box 2500, Richmond, VA, 23218-2500.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Employees Covered by Benefit Terms

As of the June 30, 2013 actuarial valuation, the following employees were covered by the benefit terms of the pension plan:

	Primary Government	Component Unit School Board Nonprofessional
Inactive members or their beneficiaries currently receiving benefits	68	43
Inactive members:		
Vested inactive members	31	10
Non-vested inactive members	64	34
Inactive members active elsewhere in VRS	<u>84</u>	<u>11</u>
Total inactive members	179	55
Active members	<u>136</u>	<u>107</u>
Total covered employees	<u><u>383</u></u>	<u><u>205</u></u>

Contributions

The contribution requirement for active employees is governed by §51.1-145 of the Code of Virginia, as amended, but may be impacted as a result of funding options provided to political subdivisions by the Virginia General Assembly. Employees are required to contribute 5.00% of their compensation toward their retirement. Prior to July 1, 2012, all or part of the 5.00% member contribution may have been assumed by the employer. Beginning July 1, 2012, new employees were required to pay the 5% member contribution. In addition, for existing employees, employers were required to begin making the employee pay the 5.00% member contribution. This could be phased in over a period of up to 5 years and the employer is required to provide a salary increase equal to the amount of the increase in the employee-paid member contribution.

The County's contractually required contribution rate for the year ended June 30, 2015 was 10.58% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2013.

This rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the pension plan from the County were \$653,325 and \$753,913 for the years ended June 30, 2015 and June 30, 2014, respectively.

The Component Unit School Board's contractually required contribution rate for nonprofessional employees for the year ended June 30, 2015 was 6.65% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2013.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Contributions (Continued)

This rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the pension plan from the Component Unit School Board's nonprofessional employees were \$143,116 and \$167,500 for the years ended June 30, 2015 and June 30, 2014, respectively.

Net Pension Liability/Asset

The County's and Component Unit School Board's (nonprofessional) net pension liability/asset were measured as of June 30, 2014. The total pension liabilities used to calculate the net pension liability/asset were determined by an actuarial valuation performed as of June 30, 2013, using updated actuarial assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2014.

Actuarial Assumptions – General Employees

The total pension liability for General Employees in the County's and Component Unit School Board's (nonprofessional) Retirement Plan was based on an actuarial valuation as of June 30, 2013, using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2014.

Inflation	2.5%
Salary increases, including inflation	3.5% – 5.35%
Investment rate of return	7.0%, net of pension plan investment expense, including inflation*

* Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 7.0%. However, since the difference was minimal, and a more conservative 7.0% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 7.0% to simplify preparation of pension liabilities.

Mortality rates: 14% of deaths are assumed to be service related

Largest 10 – Non-LEOS:

Pre-Retirement:

RP-2000 Employee Mortality Table Projected with Scale AA to 2020 with males set forward 4 years and females set back 2 years

Post-Retirement:

RP-2000 Combined Mortality Table Projected with Scale AA to 2020 with males set forward 1 year

Post-Disablement:

RP-2000 Disability Life Mortality Table Projected to 2020 with males set back 3 years and no provision for future mortality improvement

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Actuarial Assumptions – General Employees (Continued)

All Others (Non 10 Largest) – Non-LEOS:

Pre-Retirement:

RP-2000 Employee Mortality Table Projected with Scale AA to 2020 with males set forward 4 years and females set back 2 years

Post-Retirement:

RP-2000 Combined Mortality Table Projected with Scale AA to 2020 with males set forward 1 year

Post-Disablement:

RP-2000 Disability Life Mortality Table Projected to 2020 with males set back 3 years and no provision for future mortality improvement

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period from July 1, 2008 through June 30, 2012. Changes to the actuarial assumptions as a result of the experience study are as follows:

Largest 10 – Non-LEOS:

- Update mortality table
- Decrease in rates of service retirement
- Decrease in rates of disability retirement
- Reduce rates of salary increase by 0.25% per year

All Others (Non 10 Largest) – Non-LEOS:

- Update mortality table
- Decrease in rates of service retirement
- Decrease in rates of disability retirement
- Reduce rates of salary increase by 0.25% per year

Actuarial Assumptions – Public Safety Employees

The total pension liability for Public Safety employees in the County's Retirement Plan was based on an actuarial valuation as of June 30, 2013, using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2014.

Inflation	2.5%
Salary increases, including inflation	3.5% – 4.75%
Investment rate of return	7.0%, net of pension plan investment expense, including inflation*

* Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 7.0%. However, since the difference was minimal, and a more conservative 7.0% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 7.0% to simplify preparation of pension liabilities.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Actuarial Assumptions – Public Safety Employees (Continued)

Mortality rates: 60% of deaths are assumed to be service related

Largest 10 – Non-LEOS:

Pre-Retirement:

RP-2000 Employee Mortality Table Projected with Scale AA to 2020 with males set back 2 years and females set back 2 years

Post-Retirement:

RP-2000 Combined Mortality Table Projected with Scale AA to 2020 with males set forward 1 year

Post-Disablement:

RP-2000 Disability Life Mortality Table Projected to 2020 with males set back 3 years and no provision for future mortality improvement

All Others (Non 10 Largest) – Non-LEOS:

Pre-Retirement:

RP-2000 Employee Mortality Table Projected with Scale AA to 2020 with males set back 2 years and females set back 2 years

Post-Retirement:

RP-2000 Combined Mortality Table Projected with Scale AA to 2020 with males set forward 1 year

Post-Disablement:

RP-2000 Disability Life Mortality Table Projected to 2020 with males set back 3 years and no provision for future mortality improvement

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period from July 1, 2008 through June 30, 2012. Changes to the actuarial assumptions as a result of the experience study are as follows:

Largest 10 – LEOS:

- Update mortality table
- Decrease in male rates of disability

All Others (Non 10 Largest) – LEOS:

- Update mortality table
- Adjustments to rates of service retirement for females
- Increase in rates of withdrawal
- Decrease in male and female rates of disability

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Long-Term Expected Rate of Return

The long-term expected rate of return on pension System investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension System investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class (Strategy)</u>	<u>Target Allocation</u>	<u>Arithmetic Long-Term Expected Rate of Return</u>	<u>Weighted Average Long-Term Expected Rate of Return</u>
U.S. Equity	19.50%	6.46%	1.26%
Developed Non U.S. Equity	16.50%	6.28%	1.04%
Emerging Market Equity	6.00%	10.00%	0.60%
Fixed Income	15.00%	0.09%	0.01%
Emerging Debt	3.00%	3.51%	0.11%
Rate Sensitive Credit	4.50%	3.51%	0.16%
Non Rate Sensitive Credit	4.50%	5.00%	0.23%
Convertibles	3.00%	4.81%	0.14%
Public Real Estate	2.25%	6.12%	0.14%
Private Real Estate	12.75%	7.10%	0.91%
Private Equity	12.00%	10.41%	1.25%
Cash	1.00%	-1.50%	-0.02%
Total	<u>100.00%</u>		<u>5.83%</u>
		Inflation	<u>2.50%</u>
	*Expected arithmetic nominal return		<u>8.33%</u>

* Using stochastic projection results provides an expected range of real rates of return over various time horizons. Looking at one year results produces an expected real return of 8.33% but also has a high standard deviation, which means there is high volatility. Over larger time horizons the volatility declines significantly and provides a median return of 7.44%, including expected inflation of 2.50%.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that System member contributions will be made per the VRS Statutes and the employer contributions will be made in accordance with the VRS funding policy at rates equal to the difference between actuarially determined contribution rates adopted by the VRS Board of Trustees and the member rate. Through the fiscal year ending June 30, 2018, the rate contributed by the employer for the County and Component Unit School Board (nonprofessional) Retirement Plans will be subject to the portion of the VRS Board-certified rates that are funded by the Virginia General Assembly. From July 1, 2018 on, participating employers are assumed to contribute 100% of the actuarially determined contribution rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability

	Primary Government		
	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2013	\$ 18,227,099	\$ 15,329,366	\$ 2,897,733
Changes for the year:			
Service cost	\$ 751,409	\$ -	\$ 751,409
Interest	1,250,832	-	1,250,832
Contributions - employer	-	753,913	(753,913)
Contributions - employee	-	294,866	(294,866)
Net investment income	-	2,447,855	(2,447,855)
Benefit payments, including refunds of employee contributions	(716,133)	(716,133)	-
Administrative expenses	-	(12,807)	12,807
Other changes	-	129	(129)
Net changes	\$ 1,286,108	\$ 2,767,823	\$ (1,481,715)
Balances at June 30, 2014	\$ 19,513,207	\$ 18,097,189	\$ 1,416,018

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Changes in Net Pension Liability (Asset)

	Component School Board (nonprofessional)		
	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances at June 30, 2013	\$ 5,049,733	\$ 4,782,294	\$ 267,439
Changes for the year:			
Service cost	\$ 232,280	\$ -	\$ 232,280
Interest	345,212	-	345,212
Contributions - employer	-	167,500	(167,500)
Contributions - employee	-	104,820	(104,820)
Net investment income	-	760,024	(760,024)
Benefit payments, including refunds of employee contributions	(236,272)	(236,272)	-
Administrative expenses	-	(4,020)	4,020
Other changes	-	40	(40)
Net changes	\$ 341,220	\$ 792,092	\$ (450,872)
Balances at June 30, 2014	\$ 5,390,953	\$ 5,574,386	\$ (183,433)

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the County and Component Unit School Board (nonprofessional) using the discount rate of 7.00%, as well as what the County's and Component Unit School Board's (nonprofessional) net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

	Rate		
	(6.00%)	(7.00%)	(8.00%)
County			
Net Pension Liability (Asset)	\$ 3,963,985	\$ 1,416,018	\$ (695,503)
Component Unit School Board (nonprofessional)			
Net Pension Liability (Asset)	\$ 523,903	\$ (183,433)	\$ (774,836)

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2015, the County and Component Unit School Board (nonprofessional) recognized pension expense of \$363,078 and \$55,941, respectively. At June 30, 2015, the County and Component Unit School Board (nonprofessional) reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Primary Government		Component Unit School Board (nonprofessional)	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	\$ -	\$ 1,090,880	\$ -	\$ 339,313
Employer contributions subsequent to the measurement date	653,325	-	143,116	-
Total	\$ 653,325	\$ 1,090,880	\$ 143,116	\$ 339,313

\$653,325 and \$143,116 reported as deferred outflows of resources related to pensions resulting from the County's and Component Unit School Board's (nonprofessional) contributions, respectively, subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30	Primary Government	Component Unit School Board (nonprofessional)
2016	\$ (272,720)	\$ (84,828)
2017	(272,720)	(84,828)
2018	(272,720)	(84,828)
2019	(272,720)	(84,829)
Thereafter	-	-

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Component Unit School Board (professional)

Plan Description

All full-time, salaried permanent (professional) employees of public school divisions are automatically covered by the VRS Teacher Retirement Plan upon employment. This is a cost-sharing multiple employer plan administered by the Virginia Retirement System (the system). Additional information regarding the plan description can be found in the first section of this note.

Contributions

The contribution requirement for active employees is governed by §51.1-145 of the Code of Virginia, as amended, but may be impacted as a result of funding options provided to political subdivisions by the Virginia General Assembly. Employees are required to contribute 5.00% of their compensation toward their retirement. Prior to July 1, 2012, all or part of the 5.00% member contribution may have been assumed by the employer. Beginning July 1, 2012, new employees were required to pay the 5% member contribution. In addition, for existing employees, employers were required to begin making the employee pay the 5.00% member contribution. This could be phased in over a period of up to 5 years and the employer is required to provide a salary increase equal to the amount of the increase in the employee-paid member contribution.

Each School Division's contractually required contribution rate for the year ended June 30, 2015 was 14.50% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2013. The actuarial rate for the Teacher Retirement Plan was 18.20%. This rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Based on the provisions of §51.1-145 of the Code of Virginia, as amended the contributions were funded at 79.69% of the actuarial rate for the year ended June 30, 2015. Contributions to the pension plan from the School Board were \$2,787,567 and \$2,034,955 for the years ended June 30, 2015 and June 30, 2014, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2015, the school division reported a liability of \$28,804,733 for its proportionate share of the Net Pension Liability. The Net Pension Liability was measured as of June 30, 2014 and the total pension liability used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date. The school division's proportion of the Net Pension Liability was based on the school division's actuarially determined employer contributions to the pension plan for the year ended June 30, 2014 relative to the total of the actuarially determined employer contributions for all participating employers. At June 30, 2014, the school division's proportion was .23700% as compared to .25143% at June 30, 2013.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Component Unit School Board (professional) (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

For the year ended June 30, 2015, the school division recognized pension expense of \$1,916,498. Since there was a change in proportionate share between June 30, 2013 and June 30, 2014, a portion of the pension expense was related to deferred amounts from changes in proportion and from differences between employer contributions and the proportionate share of employer contributions.

At June 30, 2015, the school division reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net difference between projected and actual earnings on pension plan investments	\$ -	\$ 4,274,661
Changes in proportion and differences between employer contributions and proportionate share of contributions	-	1,638,790
Employer contributions subsequent to the measurement date	<u>2,787,567</u>	<u>-</u>
Total	<u>\$ 2,787,567</u>	<u>\$ 5,913,451</u>

\$2,787,567 reported as deferred outflows of resources related to pensions resulting from the school division's contributions subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ended June 30</u>	
2016	\$ (1,430,117)
2017	(1,430,117)
2018	(1,430,117)
2019	(1,430,117)
Thereafter	(192,983)

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Component Unit School Board (professional) (Continued)

Actuarial Assumptions

The total pension liability for the VRS Teacher Retirement Plan was based on an actuarial valuation as of June 30, 2013, using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2014.

Inflation	2.5%
Salary increases, including inflation	3.5% – 5.95%
Investment rate of return	7.0%, net of pension plan investment expense, including inflation*

* Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 7.0%. However, since the difference was minimal, and a more conservative 7.0% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 7.0% to simplify preparation of pension liabilities.

Mortality rates:

Pre-Retirement:

RP-2000 Employee Mortality Table Projected with Scale AA to 2020 with males set back 3 years and females set back 5 years

Post-Retirement:

RP-2000 Combined Mortality Table Projected with Scale AA to 2020 with males set back 2 years and females set back 3 years

Post-Disablement:

RP-2000 Disability Life Mortality Table Projected to 2020 with males set back 1 year and no provision for future mortality improvement

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period from July 1, 2008 through June 30, 2012. Changes to the actuarial assumptions as a result of the experience study are as follows:

- Update mortality table
- Adjustments to the rates of service retirement
- Decrease in rates of withdrawals for 3 through 9 years of service
- Decrease in rates of disability
- Reduce rates of salary increase by 0.25% per year

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Component Unit School Board (professional) (Continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on pension System investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension System investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class (Strategy)</u>	<u>Target Allocation</u>	<u>Arithmetic Long-Term Expected Rate of Return</u>	<u>Weighted Average Long-Term Expected Rate of Return</u>
U.S. Equity	19.50%	6.46%	1.26%
Developed Non U.S. Equity	16.50%	6.28%	1.04%
Emerging Market Equity	6.00%	10.00%	0.60%
Fixed Income	15.00%	0.09%	0.01%
Emerging Debt	3.00%	3.51%	0.11%
Rate Sensitive Credit	4.50%	3.51%	0.16%
Non Rate Sensitive Credit	4.50%	5.00%	0.23%
Convertibles	3.00%	4.81%	0.14%
Public Real Estate	2.25%	6.12%	0.14%
Private Real Estate	12.75%	7.10%	0.91%
Private Equity	12.00%	10.41%	1.25%
Cash	1.00%	-1.50%	-0.02%
Total	<u>100.00%</u>		<u>5.83%</u>
		Inflation	<u>2.50%</u>
		*Expected arithmetic nominal return	<u>8.33%</u>

* Using stochastic projection results provides an expected range of real rates of return over various time horizons. Looking at one year results produces an expected real return of 8.33% but also has a high standard deviation, which means there is high volatility. Over larger time horizons the volatility declines significantly and provides a median return of 7.44%, including expected inflation of 2.50%.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 8 - PENSION PLAN: (CONTINUED)

Component Unit School Board (professional) (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made per the VRS Statutes and the employer contributions will be made in accordance with the VRS funding policy at rates equal to the difference between actuarially determined contribution rates adopted by the VRS Board of Trustees and the member rate. Through the fiscal year ending June 30, 2018, the rate contributed by the school division for the VRS Teacher Retirement Plan will be subject to the portion of the VRS Board-certified rates that are funded by the Virginia General Assembly. From July 1, 2018 on, school divisions are assumed to contribute 100% of the actuarially determined contribution rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the School Division's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the school division's proportionate share of the net pension liability using the discount rate of 7.00%, as well as what the school division's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

	Rate		
	(6.00%)	(7.00%)	(8.00%)
School division's proportionate share of the VRS Teacher Employee Retirement Plan Net Pension Liability (Asset)	\$ 42,297,097	\$ 28,804,733	\$ 17,696,420

Pension Plan Fiduciary Net Position

Detailed information about the VRS Teacher Retirement Plan's Fiduciary Net Position is available in the separately issued VRS 2014 Comprehensive Annual Financial Report (CAFR). A copy of the 2014 VRS CAFR may be downloaded from the VRS website at <http://www.varetire.org/Pdf/Publications/2014-annual-report.pdf>, or by writing to the System's Chief Financial Officer at P.O. Box 2500, Richmond, VA, 23218-2500.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 9 - COMPENSATED ABSENCES:

In accordance with GASB Statement 16, *Accounting for Compensated Absences*, the County has accrued the liability arising from outstanding claims and judgments and compensated absences.

The County employees earn vacation and sick leave based on years of service at the rate of eight hours per month for each full-time employee with less than 5 years of service. Twenty-five percent of the unused sick leave or \$2,500 for County or \$5,000 for Social Services, whichever is less, will be paid to an employee who leaves county employment after five or more years of service. Accumulated vacation is paid upon termination based on length of employment as defined in the County's personnel policy. The County has accrued vacation and sick leave pay as follows:

Primary Government	\$ 509,946
Enterprise Funds	\$ 25,130
Component Unit School Board	\$ 1,670,340

NOTE 10 - SELF INSURANCE/RISK MANAGEMENT:

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The County contracts with the Virginia Association of Counties Municipal Liability Pool to provide insurance coverage for these risk losses. The County pays an annual premium to the association for its general workers compensation insurance coverage. In the event of a loss deficit and depletion of all available excess insurance, the Association may assess all members in the proportion which the premium of each bears to the total premiums of all members in the year in which such deficit occurs.

The County continues to carry commercial insurance for all other risks of loss, including general liabilities and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

The School Board administers an employee health insurance program. These insurance activities have been accounted for in an Internal Service Fund, the Health Insurance Fund.

Employee Health Insurance:

The School Board has contracted with private carriers to administer this activity. The County's Health Insurance Fund recognizes revenue from other fund charges and from other localities and agencies which participate in the County program. The interfund charges are reported as fund expenditures in the funds that have employees participating in the program. The Health Insurance Fund expenses represent premium payments to the private carrier. The premium payments are based on the number insured and benefits.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 10 - SELF INSURANCE/RISK MANAGEMENT: (CONTINUED)

Employee Health Insurance: (Continued)

Claims liability is reevaluated periodically to take into consideration recently settled claims, the frequency of claims and other economic and social factors. Incurred but not reported claims have been accrued as a liability based upon prior history and estimates from the insurance carrier. Changes in the estimated claims liability for fiscal year 2015 is listed as follows:

<u>Funds</u>	<u>Estimated Claims Liability Beginning of Fiscal Year</u>	<u>Current Year Claims and Changes in Estimates</u>	<u>Claim Payments</u>	<u>Estimated Claims Liability End of Fiscal Year</u>
Primary Government:				
Insurance Internal Service Fund				
2013	\$ 182,471	\$ -	\$ 182,471	-
2014	-	-	-	-
2015	-	-	-	-
Component Unit School Board:				
School Operating and Health Insurance Funds				
2013	\$ 242,667	\$ 4,753,485	\$ 4,753,485	\$ 242,667
2014	242,667	1,237,923	1,480,590	-
2015	-	54,460	54,460	-

NOTE 11 - DEFERRED/UNAVAILABLE/UNEARNED REVENUE:

	<u>Government-wide Statements Governmental Activities</u>	<u>Balance Sheet Governmental Funds</u>
Primary Government:		
Deferred/Unavailable property tax revenue:		
Deferred/Unavailable revenue representing uncollected property tax billings for which asset recognition criteria has not been met. The uncollected tax billings are not available for the funding of current expenditures.		
	\$ 15,112,436	\$ 17,866,295
Prepaid property tax revenues representing collections received for property taxes that are applicable to the subsequent budget year.		
	433,381	433,381
Total governmental activities	<u>\$ 15,545,817</u>	<u>\$ 18,299,676</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 12 - CONTINGENT LIABILITIES:

Federal assistance programs in which the County and its component units participate were audited in accordance with the provisions of the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Pursuant to the above provisions, major and nonmajor programs were tested for compliance with applicable grant requirements. While there are no items of non-compliance, as noted in the compliance report, the federal government may subject grant programs to additional compliance testing which may result in disallowances of current grant program expenditures. However, management believes that if any of these expenditures were disallowed it would be immaterial to the overall general-purpose financial statements.

NOTE 13 - LITIGATION:

At June 30, 2015, there were no matters of litigation involving the County which would materially affect the County's financial position should any court decisions on pending matters not be favorable to the County.

NOTE 14 - LANDFILL CLOSURE AND POSTCLOSURE CARE COST:

The County of Fluvanna, Virginia owns and operates a landfill site. State and federal laws and regulations require the County to place a final cover on each phase of its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Closure and postclosure care costs will be paid only near or after the date that the landfill stops accepting waste. In accordance with Statement 18 of the Governmental Accounting Standards Board entitled *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs*, the County reports a portion of these closure and postclosure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The \$784,117 reported as a landfill closure and postclosure care liability at June 30, 2015, represents the cumulative amount reported based on the use of 100% of the estimated capacity used of the landfill. The County has closed the landfill. These amounts are based on what it would cost to perform all closures and postclosure care in 2015. Actual closure and postclosure care costs may be higher due to inflation, changes in technology, or changes in regulations.

The County has demonstrated financial assurance requirements for closure and postclosure care and corrective action costs through the submission of a Local Government Financial Test to the Virginia Department of Environmental Quality in accordance with Section 9VAC20-70 of the Virginia Administrative Code.

The County plans to meet all federal laws, regulations and tests of financial assurance related to the financing of closure and postclosure care when they become effective.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 15 - SURETY BONDS:

Fidelity and Deposit Company of Maryland - Surety:

Bouson E. Peterson, Jr., Clerk of the Circuit Court	\$ 25,000
Linda H. Lenherr, Treasurer	\$ 400,000
Andrew M. Sheridan, Commissioner of the Revenue	\$ 3,000
Eric B. Hess, Sheriff	\$ 30,000

The Department of Risk Management of the Virginia General Services Administration maintains a self-insurance plan which covers any duly elected Constitutional Officer required to present a bond and all deputies and/or employees of such Constitutional Officers. The coverage provided by the plan is \$500,000.

Western Surety Company - Surety:

Gena Keller, Superintendent of Schools	\$ 10,000
Brandi Critzer, Clerk of the School Board	\$ 10,000
Steven M. Nichols, County Administrator	\$ 2,000
John M. Sheridan, Supervisor	\$ 2,500
Anthony P. O'Brien, Supervisor	\$ 2,500
Donald W. Weaver, Supervisor	\$ 2,500
Mozell Booker, Supervisor	\$ 2,500
Robert Ullenbruch, Supervisor	\$ 2,500

Continental Insurance Company - Surety:

Social Services Department employees - blanket bond	\$ 100,000
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The Travelers - Surety:

Manager, Fork Union Sanitary District	\$ 10,500
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NOTE 16 - TRUST FOR OTHER POSTEMPLOYMENT BENEFITS:

The County of Fluvanna has established a irrevocable trust pursuant to Section 15.2-1544 of the Code of Virginia, as amended for the purpose of accumulated and investing assets to fund Other Postemployment Benefits (OPEB) and to participate in the Virginia Pooled OPEB Trust Fund and has established a Local Finance Board to become a Participating Employer in the Trust Fund. The Trust Fund provides administrative, custodial and investment services to the Participating Employers in the Trust Fund. For the fiscal year ending June 30, 2015 the County contributed \$0 to the Trust Fund. There have been no expenses allocated to the Trust Fund during the fiscal year ended June 30, 2015.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 16 - TRUST FOR OTHER POSTEMPLOYMENT BENEFITS: (CONTINUED)

The County participates in the Virginia Pooled OPEB Trust Fund, an irrevocable trust established for the purpose of accumulating assets to fund postemployment benefits other than pensions. The Trust Fund issues a separate report, which can be obtained by requesting a copy from the plan administrator, Virginia Municipal League (VML) at P.O. Box 12164, Richmond, Virginia 23241.

NOTE 17 - OTHER POSTEMPLOYMENT BENEFITS-HEALTH INSURANCE:

County:

A. Plan Description

The County Post-Retirement Medical Plan (CPRMP) is a single-employer defined benefit healthcare plan which offers health insurance for retired employees. Retirees are eligible for postretirement medical coverage if they are a full-time employee who retires directly from the County and is eligible for retirement from VRS. The County's post-retirement medical plan does not issue a separate, audited GAAP basis report.

B. Funding Policy

The County establishes employer contribution rates for plan participants as part of the budgetary process each year. The County also determines how the plan will be funded each year whether it will partially fund the plan or fully fund the plan. Again this is determined annually as part of the budgetary process. Retirees pay 100 % of premiums. Coverage ceases when retirees reach the age of 65. Surviving spouses are not allowed access to the plan.

C. Annual OPEB Cost and Net OPEB Obligation

The annual cost of other post employment benefits (OPEB) under GASB 45 is calculated based on the annual required contribution or ARC, an amount actuarially determined in accordance with the parameters of GASB Statement 45. The County elected to prefund OPEB liabilities. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the County's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the County's net OPEB obligation:

Annual required contribution	\$	41,200
Interest on net OPEB asset		(16,254)
Adjustment to annual required contribution		13,636
Annual OPEB cost (expense)	\$	38,582
Contribution made		41,200
Increase in net OPEB asset	\$	(2,618)
Net OPEB (asset) obligation-beginning of year		(232,205)
Net OPEB (asset) obligation-end of year	\$	<u>(234,823)</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 17 - OTHER POSTEMPLOYMENT BENEFITS-HEALTH INSURANCE: (CONTINUED)

County: (Continued)

C. Annual OPEB Cost and Net OPEB Obligation (Continued)

The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015 and the two preceding years are as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Asset
June 30, 2015	\$ 38,582	107%	\$ (234,823)
June 30, 2014	38,611	107%	(232,205)
June 30, 2013	36,060	-213%	(229,616)

D. Funded Status and Funding Progress

The funded status of the plan as of July 1, 2013 the most recent actuarial valuation date is as follows:

Actuarial accrued liability (AAL)	\$ 349,100
Actuarial value of plan assets	315,222
Unfunded actuarial accrued liability	33,878
Funded ratio (actuarial value of plan assets / AAL)	90.30%
Covered payroll (active plan members)	6,805,700
UAAL as a percentage of covered payroll	0.50%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revisions as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

E. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 17 - OTHER POSTEMPLOYMENT BENEFITS-HEALTH INSURANCE: (CONTINUED)

County: (Continued)

E. Actuarial Methods and Assumptions (Continued)

Cost Method

The cost method for valuation of liabilities used for this valuation is the **Projected Unit Credit (PUC) Actuarial Cost Method**. A PUC accrued benefit is determined for each active member in the Plan on the basis of the member's average final compensation projected to the assumed date of retirement and the member's creditable service at the valuation date. The actuarial liability for retirement benefits is the sum of the actuarial present value of the PUC accrued benefit of each active member. The normal cost for retirement benefits is the sum of the actuarial present value for the expected increase in the PUC accrued benefit during the plan year for each active member under the assumed retirement age.

The actuarial liability and the normal cost for termination benefits, disability benefits, and pre-retirement spouse's death benefits are determined in a similar manner by projecting the member's average final compensation to each assumed date of termination, disablement, or death. The actuarial liability and normal cost for the supplemental benefits are based upon the present value of the expected supplement expected to be paid to those covered employees attaining eligibility. The actuarial liability for inactive members is determined as the actuarial present value of the pension and supplemental benefits expected to be paid.

The difference between the actuarial liability and the actuarial value of assets is the unfunded actuarial liability. The annual required contribution is the sum of the normal cost and the amount necessary to amortize the unfunded actuarial liability over the amortization period. The amortization amount is determined as a level percentage of payroll.

Interest Assumptions

In the July 1, 2013, actuarial valuation, the entry age actuarial cost method was used. The actuarial assumptions included a 7.0 percent investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 6.30 percent initially, reduced by decrements to an ultimate rate of 4.70 percent after ten years. Both rates included a 4.5 percent inflation assumption. The actuarial value of assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period. The UAAL is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at July 1, 2013, was thirty years.

	<u>Funded</u>
Discount rate	7.0%
Payroll growth	3.00%

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 17 - OTHER POSTEMPLOYMENT BENEFITS-HEALTH INSURANCE: (CONTINUED)

School Board:

A. Plan Description

The School Board Post-Retirement Medical Plan (CPRMP) is a single-employer defined benefit healthcare plan which offers health insurance for retired employees. Retirees are eligible for postretirement medical coverage if they are a full-time employee who retires directly from the County and is eligible for retirement from VRS. The School Board's Post-Retirement Medical Plan does not issue a separate, audited GAAP basis report.

B. Funding Policy

The School Board Post-Retirement Medical Plan (SBPRMP) is a single-employer defined benefit healthcare plan which offers health insurance for retired employees. Retirees are eligible for postretirement medical coverage if they are a full-time employee who retires directly from the School Board and is eligible for retirement from VRS.

C. Annual OPEB Cost and Net OPEB Obligation

The annual cost of other post employment benefits (OPEB) under GASB 45 is calculated based on the annual required contribution or ARC an amount actuarially determined in accordance with the parameters of GASB Statement 45. The estimated pay as you go cost for OPEB benefits is \$94,900 for fiscal year 2015. The School Board elected to pre-fund OPEB liabilities. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

For 2015, the School Board's expected cash payment of \$94,900 is equal to the ARC. The School Board's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015 and the two preceding years are as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
June 30, 2015	\$ 94,900	100%	\$ -
June 30, 2014	94,900	100%	-
June 30, 2013	106,944	100%	-

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 17 - OTHER POSTEMPLOYMENT BENEFITS-HEALTH INSURANCE: (CONTINUED)

School Board:

D. Funded Status and Funding Progress

The funded status of the plan as of July 1, 2013 the most recent actuarial valuation date is as follows:

Actuarial accrued liability (AAL)	\$	1,253,500
Actuarial value of plan assets		1,131,855
Unfunded actuarial accrued liability		121,645
Funded ratio (actuarial value of plan assets / AAL)		90.30%
Covered payroll (active plan members)		20,614,100
UAAL as a percentage of covered payroll		0.59%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revisions as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

E. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Cost Method

The cost method for valuation of liabilities used for this valuation is the **Projected Unit Credit (PUC) Actuarial Cost Method**. A PUC accrued benefit is determined for each active member in the Plan on the basis of the member's average final compensation projected to the assumed date of retirement and the member's creditable service at the valuation date. The actuarial liability for retirement benefits is the sum of the actuarial present value of the PUC accrued benefit of each active member. The normal cost for retirement benefits is the sum of the actuarial present value for the expected increase in the PUC accrued benefit during the plan year for each active member under the assumed retirement age.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 17 - OTHER POSTEMPLOYMENT BENEFITS-HEALTH INSURANCE: (CONTINUED)

School Board: (Continued)

E. Actuarial Methods and Assumptions: (Continued)

Cost Method: (Continued)

The actuarial liability and the normal cost for termination benefits, disability benefits, and pre-retirement spouse's death benefits are determined in a similar manner by projecting the member's average final compensation to each assumed date of termination, disablement, or death. The actuarial liability and normal cost for the supplemental benefits are based upon the present value of the expected supplement expected to be paid to those covered employees attaining eligibility. The actuarial liability for inactive members is determined as the actuarial present value of the pension and supplemental benefits expected to be paid.

The difference between the actuarial liability and the actuarial value of assets is the unfunded actuarial liability. The annual required contribution is the sum of the normal cost and the amount necessary to amortize the unfunded actuarial liability over the amortization period. The amortization amount is determined as a level percentage of payroll.

Interest Assumptions

In the July 1, 2013, actuarial valuation, the entry age actuarial cost method was used. The actuarial assumptions included a 7.0 percent investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 6.30 percent initially, reduced by decrements to an ultimate rate of 4.70 percent after ten years. Both rates included a 4.5 percent inflation assumption. The actuarial value of assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period. The UAAL is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at July 1, 2013, was thirty years.

Funded

Discount rate	7.0%
Payroll growth	3.0%

NOTE 18 - VRS HEALTH INSURANCE CREDIT OTHER POSTEMPLOYMENT BENEFITS:

A. Plan Description

The County participates in the Health Insurance Credit Program, a plan designed to assist retirees with the cost of health insurance coverage. This program is an agent and cost sharing, multiple-employer defined benefit plan administered by the Virginia Retirement System (VRS). The Virginia General Assembly establishes the dollar amount of the health insurance credit for each year of creditable service. The credit amount and eligibility differs for state, school division, political subdivision, local officer, local social services department and general registrar retirees.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 18 - VRS HEALTH INSURANCE CREDIT OTHER POSTEMPLOYMENT BENEFITS: (CONTINUED)

A. Plan Description (Continued)

An employee of the County, who retires under VRS with at least 15 years of total creditable service under the System and is enrolled in a health insurance plan, is eligible to receive a monthly health insurance credit of \$1.50 per year of creditable service up to a maximum monthly credit of \$45. However, such credit shall not exceed the health insurance premium for the retiree. Disabled retirees automatically receive the maximum monthly health insurance credit of \$45.

Benefit provisions and eligibility requirements are established by Title 51.1, Chapter 14 of the Code of Virginia. The VRS actuarially determines the amount necessary to fund all credits provided, reflects the cost of such credits in the applicable employer contribution rate pursuant to §51.1-145, and prescribes such terms and conditions as are necessary to carry out the provisions of the health insurance credit program. VRS issues separate financial statements as previously discussed in Note 8.

B. Funding Policy

As a participating local political subdivision, the County is required to contribute the entire amount necessary to fund participation in the program using the actuarial basis specified by the Code of Virginia and the VRS Board of Trustees. The County's contribution rate for the fiscal year ended 2015 was .19% of annual covered payroll.

C. OPEB Cost and Net OPEB Obligation:

The annual cost of OPEB under Governmental Accounting Standards Board (GASB) 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions, is based on the annual required contribution (ARC). The County is required to contribute the ARC, an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

For 2015, the County's contribution of \$4,826 was equal to the ARC and OPEB cost. The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015 and the two preceding years are as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
June 30, 2013	\$ 3,282	100%	\$ -
June 30, 2014	2,532	100%	-
June 30, 2015	4,826	100%	-

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 18 - VRS HEALTH INSURANCE CREDIT OTHER POSTEMPLOYMENT BENEFITS: (CONTINUED)

D. Funded Status and Funding Progress

The funded status of the plan as of June 30, 2014, the most recent actuarial valuation date, is as follows:

Actuarial accrued liability (AAL)	\$	99,891
Actuarial value of plan assets		84,197
Unfunded actuarial accrued liability		15,694
Funded ratio (actuarial value of plan assets / AAL)		84.29%
Covered payroll (active plan members)		2,433,922
UAAL as a percentage of covered payroll		0.64%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future and reflect a long-term perspective. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

E. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used included techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The entry age normal cost method was used to determine the plan's funding liabilities and costs. The actuarial assumptions included a 7.0% investment rate of return, compounded annually, including an inflation component of 2.5%, and a payroll growth rate of 3%. The UAAL is being amortized as a level percentage of payroll on an open basis. The remaining open amortization period at June 30, 2014 was 29 years.

The Retiree Health Insurance Credit benefit is based on a member's employer eligibility and his or her years of service. The monthly maximum credit amount cannot exceed the member's actual health insurance premium costs. The actuarial valuation for this plan assumes the maximum credit is payable for each eligible member. Since this benefit is a flat dollar amount multiplied by years of service and the maximum benefit is assumed, no assumption relating to healthcare cost trend rates is needed or applied.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 18 - VRS HEALTH INSURANCE CREDIT OTHER POSTEMPLOYMENT BENEFITS: (CONTINUED)

F. Professional Employees – Discretely Presented Component Unit School Board:

The School Board participates in the Health Insurance Credit Program, a plan designed to assist retirees with the cost of health insurance coverage. This program is a cost sharing, multiple-employer defined benefit plan administered by the Virginia Retirement System (VRS). The Virginia General Assembly establishes the dollar amount of the health insurance credit for each year of creditable service.

A teacher, who retires under VRS with at least 15 years of total creditable service under the System and is enrolled in a health insurance plan, is eligible to receive a monthly health insurance credit of \$4 per year of creditable service. However, such credit shall not exceed the health insurance premium for the retiree. Disabled retirees automatically receive a monthly health insurance credit of \$4 multiplied by the smaller of (i) twice the amount of their creditable service or (ii) the amount of creditable service they would have completed at age 60 if they had remained in service to that age.

The School Board is required to contribute, at an actuarially determined rate, the entire amount necessary to fund participation in the program. The current rate is 1.06% of annual covered payroll. The School Board's contribution to VRS for the year ended June 30, 2015, was \$245,377, and equaled the required contributions for each year.

NOTE 19 - RESTRICTED ASSETS:

Restricted assets at June 30, 2015 consist of the following:

	<u>Governmental Activities</u>
Cash for Capital Projects - New High School	\$ 10,136
Cash for Capital Projects - Middle School	5,013,163
Cash for Fire Truck Acquisition	<u>6,859</u>
Total	<u>\$ 5,030,158</u>

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 20 - ADOPTION OF ACCOUNTING PRINCIPLES:

Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68:*

The County implemented the financial reporting provisions of the above Statements for the fiscal year ended June 30, 2015. These Statements establish standards for measuring and recognizing assets, liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures related to pensions. Note disclosure and required supplementary information requirements about pensions are also addressed. The requirements of this Statement will improve financial reporting by improving accounting and financial reporting by state and local governments for pensions. With the implementation of this Statement, certain terminology has changed and financial statement descriptions have changed from “net assets” to “net position:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>			<u>Component Unit School Board</u>
		<u>Fork Union Sanitary District</u>	<u>Sewer</u>	<u>Total Business - Type Activities</u>	
Net Position, beginning of year, as previously reported	\$ 40,316,312	\$ 1,107,834	\$ 3,091,480	\$ 4,199,314	\$ 11,484,542
Implementation of GASB 68	<u>(2,085,755)</u>	<u>(43,614)</u>	<u>(14,451)</u>	<u>(58,065)</u>	<u>(32,901,625)</u>
Net Position, beginning of year, as restated	<u>\$ 38,230,557</u>	<u>\$ 1,064,220</u>	<u>\$ 3,077,029</u>	<u>\$ 4,141,249</u>	<u>\$ (21,417,083)</u>

NOTE 21 - UPCOMING PRONOUNCEMENTS:

Statement No. 72, *Fair Value Measurement and Application*, amends the definitions of fair value used throughout GASB literature to be consistent with the definition and principles provided in FASB Accounting Standards Codification Topic 820, *Fair Value Measurement*. This Statement provides guidance for determining a fair value measurement for financial reporting purposes and for applying fair value to certain investments and disclosures related to all fair value measurements. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015. No formal study or estimate of the impact of this standard has been performed.

Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not Within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, establishes requirements for defined benefit pensions that are not within the scope of Statement No. 68, *Accounting and Financial Reporting for Pensions*, as well as for the assets accumulated for purposes of providing those pensions. In addition, it establishes requirements for defined contribution pensions that are not within the scope of Statement 68 and amends certain provisions of Statement No. 67, *Financial Reporting for Pension Plans*, and Statement 68 for pension plans and pensions that are within their respective scopes. The requirements of this Statement that address accounting and financial reporting by employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68 are effective for financial statements for fiscal years beginning after June 15, 2016, and the requirements of this Statement that address financial reporting for assets accumulated for purposes of providing those pensions are effective for fiscal years beginning after June 15, 2015. The requirements of this Statement for pension plans that are within the scope of Statement 67 or for pensions that are within the scope of Statement 68 are effective for fiscal years beginning after June 15, 2015. No formal study or estimate of the impact of this standard has been performed.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Financial Statements
At June 30, 2015 (Continued)

NOTE 21 - UPCOMING PRONOUNCEMENTS: (CONTINUED)

Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, improves the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This Statement replaces Statements No. 43, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple Employer Plans*. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No. 25, *Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans*, as amended, Statement 43, and Statement No. 50, *Pension Disclosures*. This Statement is effective for financial statements for fiscal years beginning after June 15, 2016. No formal study or estimate of the impact of this standard has been performed.

Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pension*, improves accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). This Statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple Employer Plans*, for OPEB. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans. This Statement is effective for fiscal years beginning after June 15, 2017. No formal study or estimate of the impact of this standard has been performed.

Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, objective is to identify—in the context of the current governmental financial reporting environment—the hierarchy of generally accepted accounting principles (GAAP). This Statement supersedes Statement No. 55, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015, and should be applied retroactively. No formal study or estimate of the impact of this standard has been performed.

Statement No. 77, *Tax Abatement Disclosures*, will increase the disclosure of tax abatement agreements to disclose information about the agreements. The requirements of this Statement improve financial reporting by giving users of financial statements essential information that is not consistently or comprehensively reported to the public at present. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2015. No formal study or estimate of the impact of this standard has been performed.

REQUIRED SUPPLEMENTARY INFORMATION

Note to Required Supplementary Information:

Presented budgets were prepared on the modified accrual basis of accounting which is in accordance with accounting principles generally accepted in the United States of America. The basis of budgeting is the same as generally accepted accounting principles.

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Schedule of Revenues, Expenditures and Changes in Fund Balances -
 Budget and Actual - General Fund
 Year Ended June 30, 2015

	General Fund			Variance From Amended Budget Positive (Negative)
	Original Budget	Budget As Amended	Actual	
Revenues:				
General property taxes	\$ 29,495,468	\$ 29,495,468	\$ 30,390,483	\$ 895,015
Other local taxes	2,951,273	2,951,273	3,052,599	101,326
Permits, privilege fees and regulatory licenses	247,600	281,600	328,492	46,892
Fines and forfeitures	30,500	30,500	19,127	(11,373)
Revenue from use of money and property	52,000	52,000	54,674	2,674
Charges for services	216,850	216,850	240,937	24,087
Miscellaneous	55,000	60,050	55,633	(4,417)
Recovered costs	156,733	176,543	149,284	(27,259)
Intergovernmental:				
Commonwealth	7,912,660	8,104,101	7,729,139	(374,962)
Federal	892,943	906,392	1,133,120	226,728
Total revenues	\$ 42,011,027	\$ 42,274,777	\$ 43,153,488	\$ 878,711
Expenditures:				
Current:				
General government administration	\$ 2,662,182	\$ 3,020,733	\$ 2,910,378	\$ 110,355
Judicial administration	1,056,169	1,072,882	1,033,414	39,468
Public safety	6,168,241	6,295,755	6,112,889	182,866
Public works	1,771,170	1,795,780	1,697,865	97,915
Health and welfare	5,033,301	5,372,265	4,900,555	471,710
Education	15,259,141	15,259,191	14,622,154	637,037
Parks, recreation, and cultural	784,199	813,116	805,852	7,264
Community development	641,135	683,883	665,223	18,660
Nondepartmental	262,584	180,585	26,199	154,386
Debt service:				
Principal retirement	3,959,549	3,959,549	3,771,148	188,401
Interest and other fiscal charges	3,664,546	3,664,546	3,353,610	310,936
Total expenditures	\$ 41,262,217	\$ 42,118,285	\$ 39,899,287	\$ 2,218,998
Excess (deficiency) of revenues over (under) expenditures	\$ 748,810	\$ 156,492	\$ 3,254,201	\$ 3,097,709
Other financing sources (uses):				
Transfers (out)	\$ (2,939,478)	\$ (2,747,823)	\$ (3,193,717)	\$ (445,894)
Total other financing sources (uses)	\$ (2,939,478)	\$ (2,747,823)	\$ (3,193,717)	\$ (445,894)
Changes in fund balances	\$ (2,190,668)	\$ (2,591,331)	\$ 60,484	\$ 2,651,815
Fund balances at beginning of year	2,190,668	2,589,550	21,785,016	19,195,466
Fund balances at end of year	<u>\$ -</u>	<u>\$ (1,781)</u>	<u>\$ 21,845,500</u>	<u>\$ 21,847,281</u>

Schedule of Components of and Changes in Net Pension Liability and Related Ratios
 Primary Government
 For the Year Ended June 30, 2015

	<u>2014</u>
Total pension liability	
Service cost	\$ 751,409
Interest	1,250,832
Benefit payments, including refunds of employee contributions	<u>(716,133)</u>
Net change in total pension liability	\$ 1,286,108
Total pension liability - beginning	18,227,099
Total pension liability - ending (a)	<u>\$ 19,513,207</u>
 Plan fiduciary net position	
Contributions - employer	\$ 753,913
Contributions - employee	294,866
Net investment income	2,447,855
Benefit payments, including refunds of employee contributions	(716,133)
Administrative expense	(12,807)
Other	<u>129</u>
Net change in plan fiduciary net position	\$ 2,767,823
Plan fiduciary net position - beginning	15,329,366
Plan fiduciary net position - ending (b)	<u>\$ 18,097,189</u>
 County's net pension liability - ending (a) - (b)	\$ 1,416,018
 Plan fiduciary net position as a percentage of the total pension liability	92.74%
 Covered-employee payroll	\$ 5,889,609
 County's net pension liability as a percentage of covered-employee payroll	24.04%

Schedule is intended to show information for 10 years. Since 2015 is the first year for this presentation, no other data is available. However, additional years will be included as they become available.

Schedule of Components of and Changes in Net Pension Liability (Asset) and Related Ratios
 Component Unit School Board (nonprofessional)
 For the Year Ended June 30, 2015

	<u>2014</u>
Total pension liability	
Service cost	\$ 232,280
Interest	345,212
Benefit payments, including refunds of employee contributions	<u>(236,272)</u>
Net change in total pension liability	\$ 341,220
Total pension liability - beginning	<u>5,049,733</u>
Total pension liability - ending (a)	<u>\$ 5,390,953</u>
Plan fiduciary net position	
Contributions - employer	\$ 167,500
Contributions - employee	104,820
Net investment income	760,024
Benefit payments, including refunds of employee contributions	<u>(236,272)</u>
Administrative expense	(4,020)
Other	<u>40</u>
Net change in plan fiduciary net position	\$ 792,092
Plan fiduciary net position - beginning	<u>4,782,294</u>
Plan fiduciary net position - ending (b)	<u>\$ 5,574,386</u>
School Division's net pension liability (asset) - ending (a) - (b)	\$ (183,433)
Plan fiduciary net position as a percentage of the total pension liability	103.40%
Covered-employee payroll	\$ 2,094,015
School Division's net pension liability (asset) as a percentage of covered-employee payroll	-8.76%

Schedule is intended to show information for 10 years. Since 2015 is the first year for this presentation, no other data is available. However, additional years will be included as they become available.

Schedule of Employer's Share of Net Pension Liability VRS Teacher Retirement Plan
 For the Year Ended June 30, 2015*

	<u>2015</u>
Employer's Proportion of the Net Pension Liability (Asset)	0.23700%
Employer's Proportionate Share of the Net Pension Liability (Asset)	\$ 28,804,733
Employer's Covered-Employee Payroll	22,170,275
Employer's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered-Employee Payroll	129.93%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	70.88%

Schedule is intended to show information for 10 years. Since 2015 is the first year for this presentation, no other data is available. However, additional years will be included as they become available.

* The amounts presented have a measurement date of the previous fiscal year end.

Schedule of Employer Contributions
 For the Year Ended June 30, 2015

<u>Date</u>	<u>Contractually Required Contribution (1)</u>	<u>Contributions in Relation to Contractually Required Contribution (2)</u>	<u>Contribution Deficiency (Excess) (3)</u>	<u>Employer's Covered Employee Payroll (4)</u>	<u>Contributions as a % of Covered Employee Payroll (5)</u>
Primary Government					
2015	\$ 653,325	\$ 653,325	\$ -	\$ 6,175,095	10.58%
Component Unit School Board (nonprofessional)					
2015	\$ 143,116	\$ 143,116	\$ -	\$ 2,152,114	6.65%
Component Unit School Board (professional)					
2015	\$ 2,787,567	\$ 2,787,567	\$ -	\$ 19,224,600	14.50%

Schedule is intended to show information for 10 years. Since 2015 is the first year for this presentation, no other data is available. However, additional years will be included as they become available.

Notes to Required Supplementary Information
For the Year Ended June 30, 2015

Changes of benefit terms – There have been no significant changes to the System benefit provisions since the prior actuarial valuation. A hybrid plan with changes to the defined benefit plan structure and a new defined contribution component were adopted in 2012. The hybrid plan applies to most new employees hired on or after January 1, 2014 and not covered by enhanced hazardous duty benefits. The liabilities presented do not reflect the hybrid plan since it covers new members joining the System after the valuation date of June 30, 2013 and the impact on the liabilities as of the measurement date of June 30, 2014 are minimal.

Changes of assumptions – The following changes in actuarial assumptions were made effective June 30, 2013 based on the most recent experience study of the System for the four-year period ending June 30, 2012:

Largest 10 – Non-LEOS:

- Update mortality table
- Decrease in rates of service retirement
- Decrease in rates of disability retirement
- Reduce rates of salary increase by 0.25% per year

Largest 10 – LEOS:

- Update mortality table
- Decrease in male rates of disability

All Others (Non 10 Largest) – Non-LEOS:

- Update mortality table
- Decrease in rates of service retirement
- Decrease in rates of disability retirement
- Reduce rates of salary increase by 0.25% per year

All Others (Non 10 Largest) – LEOS:

- Update mortality table
- Adjustments to rates of service retirement for females
- Increase in rates of withdrawal
- Decrease in male and female rates of disability

Component Unit School Board - Professional Employees

- Update mortality table
- Adjustments to the rates of service retirement
- Decrease in rates of withdrawals for 3 through 9 years of service
- Decrease in rates of disability retirement
- Reduce rates of salary increase by 0.25% per year

Schedule of OPEB Funding Progress
For the Year Ended June 30, 2015

OTHER POSTEMPLOYMENT BENEFITS:

COUNTY:

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (AAL)	Unfunded (Excess Funded) Actuarial Accrued Liability	Funded Ratio (2)/(3)	Annual Covered Payroll	UAAL as % of Payroll (4)/(6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
7/1/2013	\$ 315,222	\$ 349,100	33,878	90.30%	\$ 6,805,700	0.50%
7/1/2011	245,839	325,000	79,161	75.64%	5,148,300	1.54%
7/1/2009	62,792	585,404	522,612	10.73%	N/A	N/A

DISCRETELY PRESENTED COMPONENT UNIT-SCHOOL BOARD

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (AAL)	Unfunded (Excess Funded) Actuarial Accrued Liability	Funded Ratio (2)/(3)	Annual Covered Payroll	UAAL as % of Payroll (4)/(6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
7/1/2013	\$ 1,131,855	\$ 1,253,500	121,645	90.30%	\$ 20,614,100	0.59%
7/1/2011	716,033	946,600	230,567	75.64%	20,633,800	1.12%
7/1/2009	223,770	2,086,200	1,862,430	10.73%	N/A	N/A

VIRGINIA RETIREMENT SYSTEM - HEALTH INSURANCE CREDIT:

COUNTY:

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (AAL)	Unfunded (Excess Funded) Actuarial Accrued Liability	Funded Ratio (2)/(3)	Annual Covered Payroll	UAAL as % of Payroll (4)/(6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
6/30/2014	\$ 84,197	\$ 99,891	15,694	84.29%	\$ 2,433,922	0.64%
6/30/2013	76,579	105,169	28,590	72.82%	2,571,878	1.11%
6/30/2012	71,990	101,245	29,255	71.10%	2,079,133	1.41%

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OTHER SUPPLEMENTARY INFORMATION

Capital Projects Fund
 Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
 Year Ended June 30, 2015

	<u>Original Budget</u>	<u>Budget As Amended</u>	<u>Actual</u>	<u>Variance From Amended Budget Positive (Negative)</u>
Revenues:				
Revenue from use of money	\$ -	\$ -	\$ 4,980	\$ 4,980
Miscellaneous	397,000	537,500	20,500	(517,000)
Recovered costs	-	11,668	10,168	(1,500)
Intergovernmental:				
Commonwealth	-	40,000	39,000	(1,000)
Federal	-	925,121	299,485	(625,636)
Total revenues	<u>\$ 397,000</u>	<u>\$ 1,514,289</u>	<u>\$ 374,133</u>	<u>\$ (1,140,156)</u>
Expenditures:				
Capital projects:				
General government administration	\$ -	\$ 63,654	\$ 63,048	\$ 606
Public safety	949,527	8,039,349	391,452	7,647,897
Public works	7,877,370	9,386,236	972,744	8,413,492
Education	6,592,788	7,259,064	2,528,781	4,730,283
Parks, recreation, and cultural	185,000	258,625	249,624	9,001
Community development	-	1,270,733	406,834	863,899
Total capital projects	<u>\$ 15,604,685</u>	<u>\$ 26,277,661</u>	<u>\$ 4,612,483</u>	<u>\$ 21,665,178</u>
Debt service:				
Principal retirement	-	3,611,958	3,532,000	79,958
Interest	-	-	79,958	(79,958)
Bond issuance cost	-	141,739	137,388	4,351
Total debt service	<u>\$ -</u>	<u>\$ 3,753,697</u>	<u>\$ 3,749,346</u>	<u>\$ 4,351</u>
Total expenditures	<u>\$ 15,604,685</u>	<u>\$ 30,031,358</u>	<u>\$ 8,361,829</u>	<u>\$ 21,669,529</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ (15,207,685)</u>	<u>\$ (28,517,069)</u>	<u>\$ (7,987,696)</u>	<u>\$ 20,529,373</u>
Other financing sources (uses):				
Transfers in	\$ 2,723,695	\$ 12,437,912	\$ 2,999,934	\$ (9,437,978)
Issuance of long-term debt	12,483,990	14,765,000	7,940,000	(6,825,000)
Premium cost on issuance of bonds	-	1,255,125	1,255,125	-
Total other financing sources (uses)	<u>\$ 15,207,685</u>	<u>\$ 28,458,037</u>	<u>\$ 12,195,059</u>	<u>\$ (16,262,978)</u>
Changes in fund balances	<u>\$ -</u>	<u>\$ (59,032)</u>	<u>\$ 4,207,363</u>	<u>\$ 4,266,395</u>
Fund balance at beginning of the year	<u>-</u>	<u>59,032</u>	<u>577,013</u>	<u>517,981</u>
Fund balance at end of the year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,784,376</u>	<u>\$ 4,784,376</u>

Statement of Fiduciary Net Position -
Agency Fund
At June 30, 2015

	<u>Special Welfare Fund</u>
ASSETS	
Cash and cash equivalents	\$ <u>96,205</u>
Total assets	\$ <u><u>96,205</u></u>
LIABILITIES	
Amounts held for social services clients	\$ <u>96,205</u>
Total liabilities	\$ <u><u>96,205</u></u>

Agency Fund
Statement of Changes in Assets and Liabilities-Agency Fund
Year Ended June 30, 2015

	<u>Balance Beginning of Year</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance End of Year</u>
Special Welfare Fund:				
Assets:				
Cash and cash equivalents	\$ <u>89,523</u>	\$ <u>29,507</u>	\$ <u>22,825</u>	\$ <u>96,205</u>
Liabilities:				
Amounts held for social services clients	\$ <u>89,523</u>	\$ <u>29,507</u>	\$ <u>22,825</u>	\$ <u>96,205</u>
Total liabilities	\$ <u>89,523</u>	\$ <u>29,507</u>	\$ <u>22,825</u>	\$ <u>96,205</u>

Combining Balance Sheet - Discretely Presented Component Unit - School Board
 At June 30, 2015

	<u>School Operating Fund</u>	<u>School Cafeteria Fund</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 1,956,300	\$ 236,411	\$ 2,192,711
Accounts receivable	16,217	-	16,217
Due from other governmental units	<u>807,175</u>	<u>803</u>	<u>807,978</u>
Total assets	<u>\$ 2,779,692</u>	<u>\$ 237,214</u>	<u>\$ 3,016,906</u>
LIABILITIES			
Accrued liabilities	<u>\$ 2,779,692</u>	<u>\$ 41,195</u>	<u>\$ 2,820,887</u>
Total liabilities	<u>\$ 2,779,692</u>	<u>\$ 41,195</u>	<u>\$ 2,820,887</u>
FUND BALANCES			
Assigned	<u>\$ -</u>	<u>\$ 196,019</u>	<u>\$ 196,019</u>
Total fund balances	<u>\$ -</u>	<u>\$ 196,019</u>	<u>\$ 196,019</u>
Total liabilities and fund balances	<u>\$ 2,779,692</u>	<u>\$ 237,214</u>	

Detailed explanation of adjustments from fund statements to government-wide statement of net position:

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the School Board as a whole.	13,441,767
The net pension asset is not an available resource and, therefore, is not reported in the funds.	183,433
Items related to measurement of net pension liability/asset not available to pay for current-period expenditures	(6,252,764)
Pension contributions subsequent to the measurement date will be a reduction to/increase in the net pension liability/asset in the next fiscal year and, therefore, are not reported in the funds.	2,930,683
Long-term liabilities applicable to the School Board's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position.	<u>(30,475,073)</u>
Net position of General Government Activities	<u>\$ (19,975,935)</u>

Combining Statement of Revenues, Expenditures and Changes in Fund Balances -
 Governmental Funds - Discretely Presented Component Unit - School Board
 Year Ended June 30, 2015

	<u>School Operating Fund</u>	<u>School Cafeteria Fund</u>	<u>Total</u>
Revenues:			
Revenue from use of money and property	\$ 12,224	\$ -	\$ 12,224
Charges for services	-	745,973	745,973
Miscellaneous	893,392	-	893,392
Recovered costs	5,725	-	5,725
Intergovernmental:			
County contribution to School Board	14,614,758	-	14,614,758
Commonwealth	19,096,621	21,636	19,118,257
Federal	<u>1,290,386</u>	<u>660,951</u>	<u>1,951,337</u>
Total revenues	<u>\$ 35,913,106</u>	<u>\$ 1,428,560</u>	<u>\$ 37,341,666</u>
Expenditures:			
Current:			
Education	<u>\$ 35,913,106</u>	<u>\$ 1,363,743</u>	<u>\$ 37,276,849</u>
Total expenditures	<u>\$ 35,913,106</u>	<u>\$ 1,363,743</u>	<u>\$ 37,276,849</u>
Changes in fund balances	\$ -	\$ 64,817	\$ 64,817
Fund balances at beginning of year	<u>-</u>	<u>131,202</u>	<u>131,202</u>
Fund balances at end of year	<u><u>\$ -</u></u>	<u><u>\$ 196,019</u></u>	<u><u>\$ 196,019</u></u>

Reconciliation of Statement of Revenues, Expenditures, and Changes in Fund Balances
to the Statement of Activities - Discretely Presented Component Unit - School Board
For the Year Ended June 30, 2015

	Component Unit School Board
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>	
Net change in fund balances - total governmental funds	\$ 64,817
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which the depreciation exceeded capital outlays in the current period. The following details support this adjustment.</p>	
Capital additions	\$ 1,308,856
Depreciation expense	<u>(801,593)</u> 507,263
Internal service funds are used by the School Board to charge the costs of health insurance costs to individual funds. The net revenue of internal service funds is reported with governmental activities.	(54,460)
Increase (decrease) in deferred inflows related to the measurement of the net pension liability/asset	(6,252,764)
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in governmental funds. This amount reflects the change in compensated absences.</p>	
Change in compensated absences	\$ (193,701)
Change in net pension liability/asset	6,482,780
Change in deferred outflows related to pension payments subsequent to the measurement	<u>728,228</u> 7,017,307
Transfer of joint tenancy assets from Primary Government to the Component Unit	<u>158,985</u>
Change in net position of governmental activities	<u>\$ 1,441,148</u>

COUNTY OF FLUVANNA, VIRGINIA

Schedule of Revenues, Expenditures and Changes in Fund Balances -
 Budget and Actual - Discretely Presented Component Unit - School Board
 Year Ended June 30, 2015

	School Operating Fund			Variance From Amended Budget Positive (Negative)
	Original Budget	Budget As Amended	Actual	
Revenues:				
Revenue from use of money and property	\$ -	\$ -	\$ 12,224	\$ 12,224
Charges for services	-	-	-	-
Miscellaneous	760,500	790,000	893,392	103,392
Recovered costs	-	-	5,725	5,725
Intergovernmental:				
County contribution to School Board	15,251,745	15,251,795	14,614,758	(637,037)
Commonwealth	19,427,405	19,511,748	19,096,621	(415,127)
Federal	1,042,286	1,053,286	1,290,386	237,100
Total revenues	\$ 36,481,936	\$ 36,606,829	\$ 35,913,106	\$ (693,723)
Expenditures:				
Current:				
Instruction	\$ 26,799,309	\$ 26,911,056	\$ 26,945,262	\$ (34,206)
Administration, attendance, and health	1,615,147	1,525,950	1,527,405	(1,455)
Pupil transportation	2,719,564	2,719,564	2,374,403	345,161
Operation and maintenance	3,681,626	3,702,272	3,327,722	374,550
School food service costs	-	-	-	-
Technology	1,666,290	1,747,987	1,738,314	9,673
Total expenditures	\$ 36,481,936	\$ 36,606,829	\$ 35,913,106	\$ 693,723
Excess (deficiency) of revenues over expenditures	\$ -	\$ -	\$ -	\$ -
Net changes in fund balances	\$ -	\$ -	\$ -	\$ -
Fund balances at beginning of year	-	-	-	-
Fund balances at end of year	\$ -	\$ -	\$ -	\$ -

Exhibit 24

School Cafeteria Fund			
Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
\$ -	\$ -	\$ -	\$ -
1,428,251	1,428,251	745,973	(682,278)
-	-	-	-
-	-	-	-
-	-	-	-
-	-	21,636	21,636
-	-	660,951	660,951
<u>\$ 1,428,251</u>	<u>\$ 1,428,251</u>	<u>\$ 1,428,560</u>	<u>\$ 309</u>
\$ -	\$ -	\$ -	\$ -
-	-	-	-
-	-	-	-
-	-	-	-
1,428,251	1,428,251	1,363,743	64,508
-	-	-	-
<u>\$ 1,428,251</u>	<u>\$ 1,428,251</u>	<u>\$ 1,363,743</u>	<u>\$ 64,508</u>
\$ -	\$ -	\$ 64,817	\$ 64,817
\$ -	\$ -	\$ 64,817	\$ 64,817
-	-	131,202	131,202
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 196,019</u>	<u>\$ 196,019</u>

Discretely Presented Component Unit - School Board
Statement of Net Position
Internal Service Fund
At June 30, 2015

	Health Insurance Fund
Assets	
Current assets:	
Cash and cash equivalents	\$ <u> -</u>
Total assets	\$ <u><u> -</u></u>
Net Position	
Unrestricted	\$ <u> -</u>
Total net position	\$ <u><u> -</u></u>

Discretely Presented Component Unit - School Board
 Statement of Revenues, Expenses, and Changes in Net Position
 Internal Service Fund
 Year Ended June 30, 2015

		Health Insurance Fund
		<u> </u>
Operating revenues		
Charges for services	\$	-
Operating Expenses		
Benefits and related expenses		<u>54,460</u>
Operating income (loss)	\$	<u>(54,460)</u>
Change in net position	\$	(54,460)
Net position, beginning of year		<u>54,460</u>
Net position, end of year	\$	<u><u>-</u></u>

Discretely Presented Component Unit - School Board
 Statement of Cash Flows
 Internal Service Fund
 Year Ended June 30, 2015

	Health Insurance Fund
	<u> </u>
Cash flows from operating activities	
Receipts from insured	\$ -
Payments to suppliers	<u>(54,460)</u>
Net cash provided by (used for) by operating activities	<u>\$ (54,460)</u>
Net increase (decrease) in cash and cash equivalents	\$ (54,460)
Cash and cash equivalents, beginning of year	<u>54,460</u>
Cash and cash equivalents, end of year	<u><u>\$ -</u></u>
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:	
Operating income (loss)	\$ (54,460)
Change in assets and liabilities:	
Claims payable	<u>-</u>
Net cash provided by (used for) by operating activities	<u><u>\$ (54,460)</u></u>

Discretely Presented Component Unit - Fluvanna County EDA
 Statement of Net Position
 At June 30, 2015

Assets

Current assets:		
Cash and cash equivalents	\$	<u>70,092</u>
Total assets	\$	<u><u>70,092</u></u>

Net Position

Unrestricted	\$	<u>70,092</u>
Total net position	\$	<u><u>70,092</u></u>

Discretely Presented Component Unit - Fluvanna County EDA
 Statement of Revenues, Expenses, and Changes in Net Position
 Year Ended June 30, 2015

Operating revenues	
Charges for services	\$ 2,500
Operating Expenses	
Other operating expenses	<u>1,212</u>
Operating income (loss)	\$ <u>1,288</u>
Nonoperating revenues	
Investment income	\$ 48
Contribution from Fluvanna County	<u>1,000</u>
Total nonoperating revenues	\$ <u>1,048</u>
Change in net position	\$ 2,336
Net position, beginning of year	<u>67,756</u>
Net position, end of year	\$ <u><u>70,092</u></u>

Discretely Presented Component Unit - Fluvanna County EDA
 Statement of Cash Flows
 Year Ended June 30, 2015

Cash flows from operating activities	
Receipts from customers	\$ 2,500
Payments to suppliers	<u>(1,212)</u>
Net cash provided by (used for) by operating activities	<u>\$ 1,288</u>
Cash flows from noncapital financing activities	
Contribution from Fluvanna County	<u>\$ 1,000</u>
Cash flows from investing activities	
Investment earnings	<u>\$ 48</u>
Net increase (decrease) in cash and cash equivalents	\$ 2,336
Cash and cash equivalents, beginning of year	<u>67,756</u>
Cash and cash equivalents, end of year	<u><u>\$ 70,092</u></u>
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:	
Operating income (loss)	\$ 1,288
Change in assets and liabilities:	<u>-</u>
Net cash provided by (used for) by operating activities	<u><u>\$ 1,288</u></u>

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Supporting Schedules

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Governmental Funds
Schedule of Revenues -- Budget and Actual
Year Ended June 30, 2015

Fund, Major and Minor Revenue Source	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
Primary Government:				
General Fund:				
Revenue from local sources:				
General property taxes:				
Real property taxes	\$ 19,874,590	\$ 19,874,590	\$ 20,289,353	\$ 414,763
Real and personal public service corporation taxes	4,360,626	4,360,626	4,653,744	293,118
Personal property taxes	4,851,164	4,851,164	4,949,139	97,975
Mobile home taxes	20,188	20,188	14,343	(5,845)
Machinery and tools taxes	8,900	8,900	14,867	5,967
Penalties	280,000	280,000	317,798	37,798
Interest	100,000	100,000	151,239	51,239
Total general property taxes	<u>\$ 29,495,468</u>	<u>\$ 29,495,468</u>	<u>\$ 30,390,483</u>	<u>\$ 895,015</u>
Other local taxes:				
Local sales and use taxes	\$ 1,289,273	\$ 1,289,273	\$ 1,413,860	\$ 124,587
Consumer utility taxes	420,000	420,000	428,843	8,843
Gross receipts tax - utilities	100,000	100,000	114,584	14,584
Motor vehicle licenses	720,000	720,000	703,417	(16,583)
Bank stock taxes	47,000	47,000	77,221	30,221
Recordation taxes	300,000	300,000	239,086	(60,914)
Tax on wills	75,000	75,000	75,588	588
Total other local taxes	<u>\$ 2,951,273</u>	<u>\$ 2,951,273</u>	<u>\$ 3,052,599</u>	<u>\$ 101,326</u>
Permits, privilege fees, and regulatory licenses:				
Animal licenses	\$ 17,000	\$ 17,000	\$ 17,203	\$ 203
Building permits	110,000	110,000	130,122	20,122
Other permits, fees, and licenses	120,600	154,600	181,167	26,567
Total permits, privilege fees and regulatory licenses	<u>\$ 247,600</u>	<u>\$ 281,600</u>	<u>\$ 328,492</u>	<u>\$ 46,892</u>
Fines and Forfeitures:				
Court and other fines and forfeitures	\$ 30,500	\$ 30,500	\$ 19,127	\$ (11,373)
Revenue from use of money and property:				
Revenue from use of money	\$ 3,000	\$ 3,000	\$ 5,224	\$ 2,224
Revenue from use of property	49,000	49,000	49,450	450
Total revenue from use of money and property	<u>\$ 52,000</u>	<u>\$ 52,000</u>	<u>\$ 54,674</u>	<u>\$ 2,674</u>
Charges for services:				
Charges for Commonwealth Attorney	\$ 1,000	\$ 1,000	\$ 2,255	\$ 1,255
Charges for library	12,000	12,000	11,668	(332)
Law library fees	1,700	1,700	1,428	(272)
Courthouse maintenance fees	7,000	7,000	7,180	180
Courthouse security	26,000	26,000	31,293	5,293
Recreation program fees	84,000	84,000	104,614	20,614
Landfill fees	81,500	81,500	76,198	(5,302)
Other charges for services	2,550	2,550	4,158	1,608
Fees of clerk	1,100	1,100	2,143	1,043
Total charges for services	<u>\$ 216,850</u>	<u>\$ 216,850</u>	<u>\$ 240,937</u>	<u>\$ 24,087</u>

Governmental Funds
 Schedule of Revenues -- Budget and Actual
 Year Ended June 30, 2015 (continued)

Fund, Major and Minor Revenue Source	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
Primary Government: (Continued)				
General Fund: (Continued)				
Revenue from local sources: (Continued)				
Miscellaneous revenue:				
Miscellaneous	\$ 55,000	\$ 60,050	\$ 55,633	\$ (4,417)
Total miscellaneous revenue	\$ 55,000	\$ 60,050	\$ 55,633	\$ (4,417)
Recovered costs:				
Miscellaneous	\$ 156,733	\$ 176,543	\$ 149,284	\$ (27,259)
Total recovered costs	\$ 156,733	\$ 176,543	\$ 149,284	\$ (27,259)
Total revenue from local sources	\$ 33,205,424	\$ 33,264,284	\$ 34,291,229	\$ 1,026,945
Intergovernmental:				
Revenue from the Commonwealth:				
Noncategorical aid:				
Motor vehicle carriers tax	\$ 43,000	\$ 43,000	\$ 41,315	\$ (1,685)
Mobile home titling taxes	3,000	3,000	6,880	3,880
Auto rental taxes	2,500	2,500	4,961	2,461
Recordation taxes	100,000	100,000	81,656	(18,344)
Communication taxes	860,000	860,000	835,455	(24,545)
PPTRA	2,996,570	2,996,570	2,996,570	-
Total noncategorical aid	\$ 4,005,070	\$ 4,005,070	\$ 3,966,837	\$ (38,233)
Categorical aid:				
Shared expenses:				
Commonwealth's Attorney	\$ 248,000	\$ 248,000	\$ 260,452	\$ 12,452
Sheriff	975,000	975,000	968,936	(6,064)
Commissioner of the Revenue	112,000	112,000	113,254	1,254
Treasurer	119,000	119,000	129,599	10,599
Registrar/electoral board	40,000	40,000	41,356	1,356
Clerk of the Circuit Court	246,000	246,000	281,985	35,985
Total shared expenses	\$ 1,740,000	\$ 1,740,000	\$ 1,795,582	\$ 55,582
Other categorical aid:				
Litter control	\$ 8,000	\$ 8,569	\$ 8,569	-
Library grant	64,580	64,580	64,703	123
Public assistance and welfare administration	609,037	609,037	460,964	(148,073)
Comprehensive services act	1,265,623	1,417,109	1,188,455	(228,654)
E911 funds	60,000	71,984	75,021	3,037
Fire funds	61,610	81,130	81,130	-
Victim/witness coordinator grant	29,680	29,680	30,345	665
Four for life	24,590	24,590	24,400	(190)
Drug forfeitures	-	-	3,281	3,281
Other categorical aid	44,470	52,352	29,852	(22,500)
Total other categorical aid	\$ 2,167,590	\$ 2,359,031	\$ 1,966,720	\$ (392,311)
Total categorical aid	\$ 3,907,590	\$ 4,099,031	\$ 3,762,302	\$ (336,729)
Total revenue from the Commonwealth	\$ 7,912,660	\$ 8,104,101	\$ 7,729,139	\$ (374,962)

Governmental Funds
Schedule of Revenues -- Budget and Actual
Year Ended June 30, 2015 (continued)

Fund, Major and Minor Revenue Source	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
Primary Government: (Continued)				
General Fund: (Continued)				
Intergovernmental: (Continued)				
Revenue from the federal government:				
Categorical aid:				
Criminal justice grants	\$ -	\$ 2,638	\$ 7,816	\$ 5,178
Commission for arts grant	5,000	5,000	5,000	-
Homeland security program grant	-	-	75,181	75,181
Other federal revenue	22,800	22,800	20,392	(2,408)
Public assistance and welfare administration	865,143	875,954	1,024,731	148,777
Total revenue from the federal government	<u>\$ 892,943</u>	<u>\$ 906,392</u>	<u>\$ 1,133,120</u>	<u>\$ 226,728</u>
Total General Fund	<u>\$ 42,011,027</u>	<u>\$ 42,274,777</u>	<u>\$ 43,153,488</u>	<u>\$ 878,711</u>
Capital Projects Fund:				
Revenue from local sources:				
Revenue from use of money and property:				
Revenue from use of money	\$ -	\$ -	\$ 4,980	\$ 4,980
Miscellaneous revenue:				
Miscellaneous	<u>397,000</u>	<u>537,500</u>	<u>20,500</u>	<u>(517,000)</u>
Recovered costs:				
Miscellaneous	<u>-</u>	<u>11,668</u>	<u>10,168</u>	<u>(1,500)</u>
Total revenue from local sources	<u>\$ 397,000</u>	<u>\$ 549,168</u>	<u>\$ 35,648</u>	<u>\$ (513,520)</u>
Intergovernmental:				
Revenue from the commonwealth:				
Categorical aid:				
E911 PSAP equipment grant	\$ -	\$ 40,000	\$ 39,000	\$ (1,000)
Total revenue from the Commonwealth	<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ 39,000</u>	<u>\$ (1,000)</u>
Revenue from the federal government:				
Categorical aid:				
Pleasant grove house and western trail grants	\$ -	\$ 925,121	\$ 299,485	\$ (625,636)
Total revenue from the federal government	<u>\$ -</u>	<u>\$ 925,121</u>	<u>\$ 299,485</u>	<u>\$ (625,636)</u>
Total Capital Projects Fund	<u>\$ 397,000</u>	<u>\$ 1,514,289</u>	<u>\$ 374,133</u>	<u>\$ (1,140,156)</u>
Grand Total Revenues -- Primary Government	<u>\$ 42,408,027</u>	<u>\$ 43,789,066</u>	<u>\$ 43,527,621</u>	<u>\$ (261,445)</u>

General Fund - Schedule of Expenditures - Budget and Actual
Year Ended June 30, 2015

Fund, Function, Activities and Elements	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
General Fund:				
General government administration:				
Legislative:				
Board of supervisors	\$ 273,629	\$ 585,063	\$ 585,062	\$ 1
General and financial administration:				
County administrator	\$ 241,745	\$ 246,098	\$ 246,098	\$ -
County attorney	180,000	180,000	169,985	10,015
Commissioner of the revenue	343,907	355,447	337,440	18,007
Reassessment	78,750	89,855	89,854	1
Human resources	89,344	92,928	85,030	7,898
Information technology	401,315	410,216	405,614	4,602
Treasurer	473,059	474,790	462,154	12,636
Finance department	341,871	346,437	312,485	33,952
Total general and financial administration	\$ 2,149,991	\$ 2,195,771	\$ 2,108,660	\$ 87,111
Board of Elections:				
Electoral board general registrar	\$ 238,562	\$ 239,899	\$ 216,656	\$ 23,243
Total board of elections	\$ 238,562	\$ 239,899	\$ 216,656	\$ 23,243
Total general government administration	\$ 2,662,182	\$ 3,020,733	\$ 2,910,378	\$ 110,355
Judicial administration:				
Courts:				
Circuit court	\$ 38,928	\$ 38,928	\$ 30,920	\$ 8,008
General district and juvenile relations court	8,100	8,100	6,580	1,520
Juvenile court service unit	2,860	2,860	1,901	959
VJCCCA	6,585	6,585	5,900	685
Clerk of the circuit court	592,454	599,133	570,837	28,296
Total courts	\$ 648,927	\$ 655,606	\$ 616,138	\$ 39,468
Commonwealth's attorney:				
Commonwealth's attorney	\$ 407,242	\$ 417,276	\$ 417,276	\$ -
Total judicial administration	\$ 1,056,169	\$ 1,072,882	\$ 1,033,414	\$ 39,468
Public safety:				
Law enforcement and traffic control:				
Sheriff	\$ 2,392,411	\$ 2,372,188	\$ 2,349,602	\$ 22,586
Drug forfeiture	-	-	7,748	(7,748)
Public safety grants	22,800	22,800	12,764	10,036
Total law enforcement and traffic control	\$ 2,415,211	\$ 2,394,988	\$ 2,370,114	\$ 24,874

General Fund - Schedule of Expenditures - Budget and Actual
Year Ended June 30, 2015 (continued)

Fund, Function, Activities and Elements	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
General Fund: (Continued)				
Public Safety: (Continued)				
Fire and rescue services:				
Forest warden	\$ 9,053	\$ 9,053	\$ 9,012	\$ 41
Volunteer fire and rescue	905,480	920,976	878,440	42,536
Emergency Medical Services Council	16,095	16,095	16,095	-
Total fire and rescue services	<u>\$ 930,628</u>	<u>\$ 946,124</u>	<u>\$ 903,547</u>	<u>\$ 42,577</u>
Correction and detention:				
Care of prisoners	\$ 1,093,097	\$ 1,092,928	\$ 1,085,413	\$ 7,515
Inspections:				
Building	\$ 250,151	\$ 244,634	\$ 241,112	\$ 3,522
Other protection:				
Animal control	\$ 253,904	\$ 237,560	\$ 223,357	\$ 14,203
Emergency management	397,011	544,580	454,405	90,175
E-911	824,239	830,941	830,941	-
Legal aid service	4,000	4,000	4,000	-
Total other protection	<u>\$ 1,479,154</u>	<u>\$ 1,617,081</u>	<u>\$ 1,512,703</u>	<u>\$ 104,378</u>
Total public safety	<u>\$ 6,168,241</u>	<u>\$ 6,295,755</u>	<u>\$ 6,112,889</u>	<u>\$ 182,866</u>
Public works:				
Sanitation and waste removal:				
Landfill	\$ 144,665	\$ 145,154	\$ 123,360	\$ 21,794
Landfill post closure cost	37,500	37,500	23,372	14,128
Litter control	10,700	27,363	27,362	1
Total sanitation and waste removal	<u>\$ 192,865</u>	<u>\$ 210,017</u>	<u>\$ 174,094</u>	<u>\$ 35,923</u>
Maintenance of general buildings and grounds:				
Facilities	\$ 805,392	\$ 806,003	\$ 777,174	\$ 28,829
Public works	245,613	252,460	236,576	15,884
General services	527,300	527,300	510,021	17,279
Total maintenance of general buildings and grounds	<u>\$ 1,578,305</u>	<u>\$ 1,585,763</u>	<u>\$ 1,523,771</u>	<u>\$ 61,992</u>
Total public works	<u>\$ 1,771,170</u>	<u>\$ 1,795,780</u>	<u>\$ 1,697,865</u>	<u>\$ 97,915</u>
Health and welfare:				
Health:				
Local health department	\$ 257,435	\$ 257,435	\$ 257,107	\$ 328
Mental health and mental retardation:				
Region Ten Community Services Board	\$ 89,250	\$ 89,250	\$ 89,250	-

General Fund - Schedule of Expenditures - Budget and Actual
Year Ended June 30, 2015 (continued)

Fund, Function, Activities and Elements	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
General Fund: (Continued)				
Health and Welfare: (Continued)				
Welfare:				
Public assistance and welfare administration	\$ 2,261,593	\$ 2,274,506	\$ 2,077,982	\$ 196,524
Comprehensive services act program	2,119,303	2,445,354	2,170,644	274,710
Jefferson area board on aging	83,945	83,945	83,945	-
JAUNT, Inc.	72,141	72,141	72,141	-
Shelter for help in emergency	9,000	9,000	9,000	-
Sexual assault resource agency	1,000	1,000	1,000	-
Fluvanna housing foundation	16,000	16,000	16,000	-
Piedmont housing alliance	2,100	2,100	2,100	-
Jefferson area chip	51,000	51,000	51,000	-
Children, youth and family services	2,100	2,100	2,100	-
Streamwatch	1,750	1,750	1,750	-
Youth advisory council	360	360	212	148
Piedmont workforce network	3,150	3,150	3,150	-
Offender Aid & Rescue	13,261	13,261	13,261	-
Monticello area community action agency	49,913	49,913	49,913	-
Total welfare	<u>\$ 4,686,616</u>	<u>\$ 5,025,580</u>	<u>\$ 4,554,198</u>	<u>\$ 471,382</u>
Total health and welfare	<u>\$ 5,033,301</u>	<u>\$ 5,372,265</u>	<u>\$ 4,900,555</u>	<u>\$ 471,710</u>
Education:				
Contributions to community colleges	\$ 7,396	\$ 7,396	\$ 7,396	-
Contribution to Component Unit School Board	15,251,745	15,251,795	14,614,758	637,037
Total education	<u>\$ 15,259,141</u>	<u>\$ 15,259,191</u>	<u>\$ 14,622,154</u>	<u>\$ 637,037</u>
Parks, recreation and cultural:				
Parks and recreation:				
Parks and recreation	\$ 486,465	\$ 514,153	\$ 506,890	\$ 7,263
Total parks and recreation	<u>\$ 486,465</u>	<u>\$ 514,153</u>	<u>\$ 506,890</u>	<u>\$ 7,263</u>
Cultural enrichment:				
Cultural arts	\$ 10,000	\$ 10,000	\$ 10,000	-
County museum	525	525	525	-
Total cultural enrichment	<u>\$ 10,525</u>	<u>\$ 10,525</u>	<u>\$ 10,525</u>	<u>\$ -</u>
Library:				
Regional library	\$ 287,209	\$ 288,438	\$ 288,437	\$ 1
Total parks, recreation and cultural	<u>\$ 784,199</u>	<u>\$ 813,116</u>	<u>\$ 805,852</u>	<u>\$ 7,264</u>

General Fund - Schedule of Expenditures - Budget and Actual
Year Ended June 30, 2015 (continued)

Fund, Function, Activities and Elements	Original Budget	Budget As Amended	Actual	Variance From Amended Budget Positive (Negative)
General Fund: (Continued)				
Community development:				
Planning and community development:				
Planning commission	\$ 27,793	\$ 66,188	\$ 66,188	\$ -
Zoning board	1,700	2,441	2,441	-
Economic development	129,434	126,837	113,875	12,962
County planner	334,959	341,168	340,752	416
Chamber of commerce	3,500	3,500	3,500	-
Small business development center	2,500	2,500	2,500	-
Leadership development program	1,000	1,000	1,000	-
Central Virginia Partnership for Economic Development	11,730	11,730	11,730	-
Thomas Jefferson Planning District Commission	31,983	31,983	31,983	-
Total planning and community development	<u>\$ 544,599</u>	<u>\$ 587,347</u>	<u>\$ 573,969</u>	<u>\$ 13,378</u>
Environmental management:				
Soil and water conservation district	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ -</u>
Cooperative extension program:				
Cooperative extension service	<u>\$ 76,536</u>	<u>\$ 76,536</u>	<u>\$ 71,254</u>	<u>\$ 5,282</u>
Total community development	<u>\$ 641,135</u>	<u>\$ 683,883</u>	<u>\$ 665,223</u>	<u>\$ 18,660</u>
Nondepartmental:				
Miscellaneous	<u>\$ 262,584</u>	<u>\$ 180,585</u>	<u>\$ 26,199</u>	<u>\$ 154,386</u>
Total nondepartmental	<u>\$ 262,584</u>	<u>\$ 180,585</u>	<u>\$ 26,199</u>	<u>\$ 154,386</u>
Debt service:				
Principal retirement	\$ 3,959,549	\$ 3,959,549	\$ 3,771,148	\$ 188,401
Interest and fiscal charges	<u>3,664,546</u>	<u>3,664,546</u>	<u>3,353,610</u>	<u>310,936</u>
Total debt service	<u>\$ 7,624,095</u>	<u>\$ 7,624,095</u>	<u>\$ 7,124,758</u>	<u>\$ 499,337</u>
Total General Fund Expenditures	<u><u>\$ 41,262,217</u></u>	<u><u>\$ 42,118,285</u></u>	<u><u>\$ 39,899,287</u></u>	<u><u>\$ 2,218,998</u></u>

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Statistical Section

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These tables contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

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Sources: Unless otherwise noted, the information in these tables is derived from the comprehensive annual financial reports for the relevant year. The County implemented GASB Statement 34 in fiscal year 2003; schedules presenting government-wide information include information beginning in that year.

COUNTY OF FLUVANNA, VIRGINIA

Net Position by Component
 Last Ten Fiscal Years
 (accrual basis of accounting)

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Governmental activities				
Net investment in capital assets	\$ 8,848,034	\$ 8,820,288	\$ 8,715,583	\$ 9,453,382
Restricted	95,195	-	-	3,922,469
Unrestricted	<u>16,282,205</u>	<u>17,352,326</u>	<u>19,637,501</u>	<u>15,327,034</u>
Total governmental activities net position	<u>\$ 25,225,434</u>	<u>\$ 26,172,614</u>	<u>\$ 28,353,084</u>	<u>\$ 28,702,885</u>
Business-type activities				
Net investment in capital assets	\$ 577,246	\$ 2,834,924	\$ 3,431,925	\$ 3,572,328
Restricted	825,453	1,009,433	-	-
Unrestricted	<u>(80,310)</u>	<u>(396,731)</u>	<u>(728,810)</u>	<u>(945,709)</u>
Total business-type activities net position	<u>\$ 1,322,389</u>	<u>\$ 3,447,626</u>	<u>\$ 2,703,115</u>	<u>\$ 2,626,619</u>
Primary government				
Net investment in capital assets	\$ 9,425,280	\$ 11,655,212	\$ 12,147,508	\$ 13,025,710
Restricted	920,648	1,009,433	-	3,922,469
Unrestricted	<u>16,201,895</u>	<u>16,955,595</u>	<u>18,908,691</u>	<u>14,381,325</u>
Total primary government net position	<u>\$ 26,547,823</u>	<u>\$ 29,620,240</u>	<u>\$ 31,056,199</u>	<u>\$ 31,329,504</u>

Table 1

<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
\$ 12,884,537	\$ 15,481,925	\$ 17,779,481	\$ 18,058,155	\$ 18,203,194	\$ 18,855,190
12,966	-	-	-	-	-
<u>18,671,672</u>	<u>21,244,585</u>	<u>20,452,313</u>	<u>21,488,429</u>	<u>22,113,118</u>	<u>21,036,690</u>
<u>\$ 31,569,175</u>	<u>\$ 36,726,510</u>	<u>\$ 38,231,794</u>	<u>\$ 39,546,584</u>	<u>\$ 40,316,312</u>	<u>\$ 39,891,880</u>
\$ 4,548,235	\$ 4,359,941	\$ 4,220,066	\$ 4,130,335	\$ 4,046,836	\$ 3,979,806
-	-	-	-	-	-
<u>(657,499)</u>	<u>145,337</u>	<u>174,173</u>	<u>126,485</u>	<u>152,478</u>	<u>141,897</u>
<u>\$ 3,890,736</u>	<u>\$ 4,505,278</u>	<u>\$ 4,394,239</u>	<u>\$ 4,256,820</u>	<u>\$ 4,199,314</u>	<u>\$ 4,121,703</u>
\$ 17,432,772	\$ 19,841,866	\$ 21,999,547	\$ 22,188,490	\$ 22,250,030	\$ 22,834,996
12,966	-	-	-	-	-
<u>18,014,173</u>	<u>21,389,922</u>	<u>20,626,486</u>	<u>21,614,914</u>	<u>22,265,596</u>	<u>21,178,587</u>
<u>\$ 35,459,911</u>	<u>\$ 41,231,788</u>	<u>\$ 42,626,033</u>	<u>\$ 43,803,404</u>	<u>\$ 44,515,626</u>	<u>\$ 44,013,583</u>

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Expenses										
Governmental activities:										
General government administration	\$ 1,876,265	\$ 2,158,182	\$ 2,212,493	\$ 2,349,221	\$ 2,088,545	\$ 2,266,965	\$ 2,946,369	\$ 2,179,821	\$ 2,092,329	\$ 2,912,977
Judicial administration	969,016	1,106,540	1,140,519	1,160,816	1,111,127	1,092,325	1,147,418	1,168,114	1,206,938	1,164,502
Public Safety	4,427,947	3,885,133	4,374,838	4,738,756	5,458,590	4,875,996	5,298,372	5,515,173	6,549,800	6,642,850
Public works	878,458	1,214,823	1,484,129	1,405,843	1,506,088	1,324,088	1,461,832	1,458,736	2,135,218	2,451,166
Health and welfare	4,390,337	4,723,667	4,790,192	5,007,658	4,955,292	4,826,649	5,203,796	4,660,190	4,989,704	4,861,639
Education	13,403,847	14,463,598	15,276,510	16,408,027	16,020,958	10,796,609	14,938,085	16,997,681	19,422,301	18,425,758
Parks, recreation and cultural	853,116	790,866	872,307	909,931	741,582	723,393	736,581	722,937	777,854	850,915
Community development	408,255	457,810	453,556	606,155	509,233	447,602	592,966	1,108,602	682,766	806,016
Interest on long-term debt	648,514	853,223	1,090,223	1,046,588	637,891	4,667,841	4,653,204	4,113,741	3,381,824	3,864,041
Total governmental activities expenses	\$ 27,855,755	\$ 29,653,842	\$ 31,694,767	\$ 33,632,995	\$ 33,029,306	\$ 31,021,468	\$ 36,978,623	\$ 37,924,995	\$ 41,238,734	\$ 41,979,864
Business-type activities:										
Community Programs	\$ 19,779	\$ 43,989	\$ 62,667	\$ 60,912	\$ 50,157	\$ 45,710	\$ -	\$ -	\$ -	\$ -
Water	321,998	460,964	405,108	445,563	379,109	368,737	391,788	400,650	373,351	385,374
Sewer	-	-	33,015	139,834	159,433	182,931	195,289	203,840	200,969	207,350
Landfill	559,611	826,973	1,588,412	264,311	165,517	-	-	-	-	-
Total business-type activities expenses	\$ 901,388	\$ 1,331,926	\$ 2,089,202	\$ 910,620	\$ 754,216	\$ 597,378	\$ 587,077	\$ 604,490	\$ 574,320	\$ 592,724
Total primary government expenses	\$ 28,757,143	\$ 30,985,768	\$ 33,783,969	\$ 34,543,615	\$ 33,783,522	\$ 31,618,846	\$ 37,565,700	\$ 38,529,485	\$ 41,813,054	\$ 42,572,588
Program Revenues										
Governmental activities:										
Charges for services:										
General government administration	\$ 166,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Judicial administration	167,650	125,397	68,352	83,773	69,546	74,985	64,598	69,974	76,552	63,426
Public safety	166,066	148,865	131,542	183,433	133,186	196,820	240,503	292,484	272,560	332,650
Public works	-	-	-	-	-	102,391	85,096	80,067	78,475	76,198
Parks, recreation and cultural	110,090	161,565	139,337	109,084	93,476	82,284	100,865	74,038	115,460	116,282
Community development	27,229	173,001	137,721	140,484	145,684	109,880	-	-	-	-
Operating grants and contributions	4,594,724	4,737,759	4,878,357	4,753,650	4,586,272	4,609,047	4,840,524	4,296,841	4,853,380	4,895,422
Capital grants and contributions	2,174,437	406,080	185,706	348,260	743,377	151,576	4,145	1,273,986	941,858	338,485
Total governmental activities program revenues	\$ 7,406,784	\$ 5,752,667	\$ 5,541,015	\$ 5,618,684	\$ 5,771,541	\$ 5,326,983	\$ 5,335,731	\$ 6,087,390	\$ 6,338,285	\$ 5,822,463
Business-type activities:										
Charges for services:										
Community Programs	\$ 25,191	\$ 35,299	\$ 49,505	\$ 49,339	\$ 36,172	\$ 30,134	\$ -	\$ -	\$ -	\$ -
Water	295,050	315,046	328,873	320,562	279,980	301,071	302,522	318,506	302,439	356,573
Sewer	-	-	1,778	59,830	1,223,327	12,791	8,229	19,828	20,134	22,822
Landfill	657,094	616,775	404,191	124,695	97,752	-	-	-	-	-
Capital grants and contributions	-	1,185,272	60,527	-	258,300	-	-	-	-	-
Total business-type activities program revenues	\$ 977,335	\$ 2,152,392	\$ 844,874	\$ 554,426	\$ 1,895,531	\$ 343,996	\$ 310,751	\$ 338,334	\$ 322,573	\$ 379,395
Total primary government program revenues	\$ 8,384,119	\$ 7,905,059	\$ 6,385,889	\$ 6,173,110	\$ 7,667,072	\$ 5,670,979	\$ 5,646,482	\$ 6,425,724	\$ 6,660,858	\$ 6,201,858
Net (expense) / revenue										
Governmental activities	\$ (20,448,971)	\$ (23,901,175)	\$ (26,153,752)	\$ (28,014,311)	\$ (27,257,765)	\$ (25,694,485)	\$ (31,642,892)	\$ (31,837,605)	\$ (34,900,449)	\$ (36,157,401)
Business-type activities	75,947	820,466	(1,244,328)	(356,194)	1,141,315	(253,382)	(276,326)	(266,156)	(251,747)	(213,329)
Total primary government net expense	\$ (20,373,024)	\$ (23,080,709)	\$ (27,398,080)	\$ (28,370,505)	\$ (26,116,450)	\$ (25,947,867)	\$ (31,919,218)	\$ (32,103,761)	\$ (35,152,196)	\$ (36,370,730)

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	\$ 17,142,347	\$ 17,752,214	\$ 21,008,065	\$ 21,534,695	\$ 22,880,842	\$ 24,510,584	\$ 26,319,292	\$ 26,889,099	\$ 28,622,456	\$ 30,857,284
Local sales and use taxes	876,163	944,465	1,070,306	1,062,461	1,062,633	1,061,791	1,217,038	1,267,142	1,403,062	1,413,860
Taxes on recordation and wills	501,235	467,307	377,965	277,611	241,505	244,066	253,686	272,347	187,733	239,086
Motor vehicle licenses taxes	425,872	376,200	368,629	373,002	438,089	667,940	688,726	745,234	715,553	703,417
Consumer utility taxes	1,057,777	1,186,143	1,369,502	1,285,679	1,306,540	1,290,455	418,280	423,000	440,464	428,843
Other local taxes	595,716	365,473	217,929	210,213	197,684	236,955	228,344	264,079	210,955	267,393
Unrestricted grants and contributions	3,301,337	3,416,980	3,171,261	3,166,206	3,145,750	3,152,927	3,991,243	3,997,213	3,977,097	3,966,837
Unrestricted revenues from use of money and property	226,914	857,089	863,366	525,726	445,339	307,436	65,369	66,792	50,189	59,654
Miscellaneous	20,285	335,513	362,539	207,765	528,475	247,590	131,485	103,010	256,909	76,133
Transfers	136,137	(291,384)	(475,340)	(279,246)	(122,802)	(867,924)	(165,287)	(128,737)	(194,241)	(193,783)
Total governmental activities	\$ 24,283,783	\$ 25,410,000	\$ 28,334,222	\$ 28,364,112	\$ 30,124,055	\$ 30,851,820	\$ 33,148,176	\$ 33,899,179	\$ 35,670,177	\$ 37,818,724
Business-type activities:										
Unrestricted revenues from use of money and property	\$ 22,476	\$ 36,996	\$ 24,477	\$ 452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	(136,137)	291,384	475,340	279,246	122,802	867,924	165,287	128,737	194,241	193,783
Total business-type activities	\$ (113,661)	\$ 328,380	\$ 499,817	\$ 279,698	\$ 122,802	\$ 867,924	\$ 165,287	\$ 128,737	\$ 194,241	\$ 193,783
Total primary government	\$ 24,170,122	\$ 25,738,380	\$ 28,834,039	\$ 28,643,810	\$ 30,246,857	\$ 31,719,744	\$ 33,313,463	\$ 34,027,916	\$ 35,864,418	\$ 38,012,507
Change in Net Position										
Governmental activities	\$ 3,834,812	\$ 1,508,825	\$ 2,180,470	\$ 349,801	\$ 2,866,290	\$ 5,157,335	\$ 1,505,284	\$ 2,061,574	\$ 769,728	\$ 1,661,323
Business-type activities	(37,714)	1,148,846	(744,511)	(76,496)	1,264,117	614,542	(111,039)	(137,419)	(57,506)	(19,546)
Total primary government	\$ 3,797,098	\$ 2,657,671	\$ 1,435,959	\$ 273,305	\$ 4,130,407	\$ 5,771,877	\$ 1,394,245	\$ 1,924,155	\$ 712,222	\$ 1,641,777

COUNTY OF FLUVANNA, VIRGINIA

Fund Balances of Governmental Funds
 Last Ten Fiscal Years
 (modified accrual basis of accounting)

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
General fund				
Nonspendable	\$ -	\$ -	\$ -	\$ -
Reserved	110,269	78,938	78,938	4,001,407
Restricted	-	-	-	-
Unreserved, designated for capital projects	-	-	1,858,037	2,033,250
Unreserved, designated for high school debt service	-	-	-	1,036,500
Unreserved, designated for subsequent expenditures	-	-	10,015,676	-
Committed	-	-	-	-
Assigned	-	-	-	-
Unreserved, undesignated	8,645,692	8,982,217	6,846,383	15,346,007
Unassigned	-	-	-	-
Total general fund	<u>\$ 8,755,961</u>	<u>\$ 9,061,155</u>	<u>\$ 18,799,034</u>	<u>\$ 22,417,164</u>
All other governmental funds				
Reserved for Capital Projects	\$ -	\$ 3,553,451	\$ 9,071,275	\$ 67,190,334
Nonspendable	-	-	-	-
Restricted	-	-	-	-
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Unreserved, reported in:				
Capital projects funds	<u>(398,886)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total all other governmental funds	<u>\$ (398,886)</u>	<u>\$ 3,553,451</u>	<u>\$ 9,071,275</u>	<u>\$ 67,190,334</u>

The County implemented GASB 54, the new standard for fund balance reporting, in FY2011. Restatement of prior year balances is not feasible. Therefore, ten years of fund balance information in accordance with GASB 54 is not available, but will be accumulated over time.

Table 3

2010	2011	2012	2013	2014	2015
\$ -	\$ 35,080	\$ 2,000	\$ 17,775	\$ -	\$ 133,933
91,904	-	-	-	-	-
-	78,938	-	-	-	-
2,526,018					
2,761,681					
-					
-	7,077,296	9,834,019	11,319,125	12,206,403	10,737,302
-	63,698	29,914	22,727	1,781	-
15,032,678					
-	13,528,036	10,348,950	10,271,385	9,576,832	10,974,265
<u>\$ 20,412,281</u>	<u>\$ 20,783,048</u>	<u>\$ 20,214,883</u>	<u>\$ 21,631,012</u>	<u>\$ 21,785,016</u>	<u>\$ 21,845,500</u>
\$ 43,912,030	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	531,616
-	16,544,058	3,312,322	519,759	70,462	3,963,624
-	183,265	-	-	50,697	51,292
-	-	-	229,421	455,854	237,844
-	-	(655,894)	-	-	-
-	-	-	-	-	-
<u>\$ 43,912,030</u>	<u>\$ 16,727,323</u>	<u>\$ 2,656,428</u>	<u>\$ 749,180</u>	<u>\$ 577,013</u>	<u>\$ 4,784,376</u>

COUNTY OF FLUVANNA, VIRGINIA

Changes in Fund Balances of Governmental Funds
 Last Ten Fiscal Years
 (modified accrual basis of accounting)

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Revenues				
General property taxes	\$ 15,341,412	\$ 17,550,665	\$ 21,261,041	\$ 21,348,203
Other local taxes	3,456,763	3,339,588	3,404,331	3,208,966
Permits, privilege fees and regulatory licenses	437,914	476,668	399,327	424,842
Fines and forfeitures	82,323	21,594	17,895	36,545
Revenue from use of money and property	226,914	857,089	863,366	525,726
Charges for services	117,386	110,566	59,730	55,387
Miscellaneous	20,285	335,513	362,539	207,764
Recovered costs	18,965	168,970	220,734	215,758
Intergovernmental:				
Contribution from School Board	-	46,045	248,648	-
Commonwealth	7,824,255	7,065,830	7,053,225	7,004,314
Federal	2,229,074	1,477,182	1,182,099	1,263,803
Total revenues	<u>\$ 29,755,291</u>	<u>\$ 31,449,710</u>	<u>\$ 35,072,935</u>	<u>\$ 34,291,308</u>
Expenditures				
General government administration	\$ 1,847,681	\$ 1,964,112	\$ 1,999,645	\$ 2,178,358
Judicial administration	830,530	940,159	991,983	991,921
Public safety	4,333,143	5,264,255	4,841,652	4,610,938
Public works	2,074,486	1,278,835	1,668,794	1,530,900
Health and welfare	4,421,708	4,720,466	4,814,963	4,934,848
Education	12,410,194	13,736,102	15,774,008	18,395,167
Parks, recreation and cultural	856,134	1,173,154	2,307,236	2,088,594
Community development	406,666	463,347	490,571	623,204
Nondepartmental	-	45,450	88,617	380,835
Debt service				
Principal	561,972	1,083,734	1,150,687	1,394,882
Interest and other fiscal charges	484,439	838,181	939,119	2,867,392
Bond Issuance Costs	-	-	-	777,900
Total expenditures	<u>\$ 28,226,953</u>	<u>\$ 31,507,795</u>	<u>\$ 35,067,275</u>	<u>\$ 40,774,939</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 1,528,338</u>	<u>\$ (58,085)</u>	<u>\$ 5,660</u>	<u>\$ (6,483,631)</u>
Other financing sources (uses)				
Transfers in	\$ 1,367,417	\$ 2,237,244	\$ 910,587	\$ 6,370,065
Transfers out	(1,231,279)	(2,528,628)	(1,260,263)	(6,649,311)
Bonds issued	8,832,057	4,195,000	9,400,000	67,525,000
Early retirement of indebtedness	(7,500,000)	-	(1,500,000)	-
Payments to refunded bond escrow agent	(2,529,552)	-	-	525,066
Issuance of capital leases	-	412,000	170,415	-
Sale of capital assets	-	-	-	450,000
Total other financing sources (uses)	<u>\$ (1,061,357)</u>	<u>\$ 4,315,616</u>	<u>\$ 7,720,739</u>	<u>\$ 68,220,820</u>
Net change in fund balances	<u>\$ 466,981</u>	<u>\$ 4,257,531</u>	<u>\$ 7,726,399</u>	<u>\$ 61,737,189</u>
Debt service as a percentage of noncapital expenditures	3.91%	6.62%	6.62%	12.56%

Table 4

	2010	2011	2012	2013	2014	2015
\$	22,881,694	\$ 24,333,649	\$ 25,783,612	\$ 26,886,904	\$ 28,437,543	\$ 30,390,483
	3,246,451	3,501,207	2,806,074	2,971,802	2,957,767	3,052,599
	361,142	347,774	239,463	266,139	271,315	328,492
	27,752	60,363	26,384	30,225	36,762	19,127
	445,339	307,436	65,369	66,792	50,189	59,654
	52,998	158,223	225,215	220,199	234,970	240,937
	528,475	247,590	131,485	103,010	256,909	76,133
	252,899	218,277	239,814	537,891	198,556	159,452
	-	-	-	-	-	-
	6,860,079	6,761,028	7,824,876	7,421,770	8,200,504	7,768,139
	1,615,320	1,152,522	1,011,036	2,146,270	1,571,831	1,432,605
\$	<u>36,272,149</u>	<u>\$ 37,088,069</u>	<u>\$ 38,353,328</u>	<u>\$ 40,651,002</u>	<u>\$ 42,216,346</u>	<u>\$ 43,527,621</u>
\$	1,998,758	\$ 2,283,864	\$ 2,948,951	\$ 2,457,582	\$ 2,375,839	\$ 2,973,426
	941,916	924,825	966,938	997,142	1,043,554	1,033,414
	6,132,985	5,551,650	5,111,665	7,774,015	7,046,266	6,504,341
	1,435,000	1,444,944	1,527,887	1,484,008	2,302,295	2,670,609
	4,928,507	4,858,939	5,163,813	4,588,355	4,961,275	4,900,555
	37,947,333	41,174,205	28,136,631	16,921,134	14,735,070	17,150,935
	689,922	629,182	716,477	687,593	1,734,527	1,055,476
	531,699	453,826	517,276	1,027,505	609,918	1,072,057
	509,718	383,995	435,867	159,496	18,742	26,199
	1,476,141	1,436,343	2,285,259	7,272,220	3,531,444	7,303,148
	4,923,406	4,748,216	4,689,001	2,858,997	3,681,338	3,433,568
	-	-	-	393,927	-	137,388
\$	<u>61,515,385</u>	<u>\$ 63,889,989</u>	<u>\$ 52,499,765</u>	<u>\$ 46,621,974</u>	<u>\$ 42,040,268</u>	<u>\$ 48,261,116</u>
\$	<u>(25,243,236)</u>	<u>\$ (26,801,920)</u>	<u>\$ (14,146,437)</u>	<u>\$ (5,970,972)</u>	<u>\$ 176,078</u>	<u>\$ (4,733,495)</u>
\$	976,518	\$ 1,157,587	\$ 863,523	\$ 1,913,411	\$ 2,590,807	\$ 2,999,934
	(1,099,320)	(1,203,684)	(1,356,146)	(1,994,483)	(2,785,048)	(3,193,717)
	5,420,000	2,704,077	-	77,542,813	-	9,195,125
	(4,830,000)	(2,670,000)	-	-	-	-
	-	-	-	(72,784,959)	-	-
	(507,149)	-	-	803,071	-	-
	-	-	-	-	-	-
\$	<u>(39,951)</u>	<u>\$ (12,020)</u>	<u>\$ (492,623)</u>	<u>\$ 5,479,853</u>	<u>\$ (194,241)</u>	<u>\$ 9,001,342</u>
\$	<u>(25,283,187)</u>	<u>\$ (26,813,940)</u>	<u>\$ (14,639,060)</u>	<u>\$ (491,119)</u>	<u>\$ (18,163)</u>	<u>\$ 4,267,847</u>
	19.32%	19.98%	18.57%	24.60%	18.24%	23.64%

Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year June 30	Real Estate	Personal Property	Mobile Homes	Machinery and Tools	Public Service	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
2006	\$ 2,014,078,500	\$ 173,845,016	\$ 3,088,633	\$ 1,810,416	\$ 468,961,464	\$ 2,661,784,029	6.880	\$ 3,246,078,084	82.00%
2007	2,944,590,400	183,039,939	2,638,402	1,573,171	414,309,104	3,546,151,016	6.560	3,546,151,016	100.00%
2008	2,997,714,100	189,245,088	2,629,502	258,300	513,525,759	3,703,372,749	6.810	3,948,158,581	93.80%
2009	3,056,760,900	173,090,987	2,577,958	234,509	487,403,843	3,720,068,197	6.850	3,720,068,197	100.00%
2010	3,064,883,350	175,944,814	2,571,353	218,951	507,275,582	3,750,894,050	6.930	3,750,894,050	100.00%
2011	3,095,758,000	181,590,092	2,576,016	216,911	533,735,987	3,813,877,006	7.290	3,813,877,006	100.00%
2012	3,112,787,100	184,437,171	2,587,284	230,729	532,397,425	3,832,439,709	7.350	3,832,439,709	100.00%
2013	3,517,225,600	188,459,699	2,567,684	243,801	496,073,506	4,204,570,290	7.740	4,204,570,290	100.00%
2014	2,611,906,300	191,333,953	2,201,249	636,444	501,948,833	3,308,026,779	7.910	3,308,026,779	100.00%
2015	2,625,367,600	190,731,239	2,043,565	735,590	497,863,789	3,316,741,783	8.148	3,316,741,783	100.00%

Source: Commissioner of Revenue

(1) Thomasville furniture closed its manufacturing plant in Fluvanna during November 2007.

Property Tax Rates (1)
 Direct and Overlapping Governments
 Last Ten Fiscal Years

Fiscal Years	Direct Rates				Total Direct Rates
	Real Estate	Personal Property	Mobile Homes	Machinery and Tools	
2006	0.59	3.70	0.59	2.00	6.88
2007	0.43	3.70	0.43	2.00	6.56
2008	0.48	3.85	0.48	2.00	6.81
2009	0.50	3.85	0.50	2.00	6.85
2010	0.54	3.85	0.54	2.00	6.93
2011	0.57	4.15	0.57	2.00	7.29
2012	0.5981	4.15	0.5981	2.00	7.3462
2013	0.7950	4.15	0.7950	2.00	7.7400
2014	0.8800	4.15	0.8800	2.00	7.9100
2015	0.8990	4.35	0.8990	2.00	8.1480

(1) Per \$100 of assessed value.

(2) There were no overlapping Governments.

Principal Property Taxpayers
 Current Year and the Period Nine Years Prior

Fiscal Year 2015			
Taxpayer	Type Business	2015 Assessed Valuation	% of Total Assessed Valuation
Tenaska Virginia Partners, LP	Utility/Electric	248,604,516	7.50%
Virginia Electric and Power	Utility/Electric	112,009,600	3.38%
Central Va. Electric Co-op	Utility/Electric	39,716,700	1.20%
Transcontinental Gas Pipeline	Utility/Gas	23,180,235	0.70%
Aqua Resources	Utility/Water	19,848,219	0.60%
Colonial Pipeline Co.	Utility/Gas	11,952,680	0.36%
CSX Transportation	Railroad	10,450,351	0.32%
Columbia Gas of Va.	Utility/Gas	10,067,108	0.30%
Central Telephone Co. of Virginia	Utility/Telephone	9,492,273	0.29%
East Coast transport	Utility/Gas	6,285,009	0.19%
		<u>\$ 491,606,691</u>	<u>14.82%</u>

Fiscal Year 2006			
Taxpayer	Type Business	2006 Assessed Valuation	% of Total Assessed Valuation
Tenaska Virginia Partners, LP	Utility/Electric	313,839,725	11.79%
Virginia Electric & Power	Utility/Electric	108,948,695	4.09%
Central Va. Electric Co-op	Utility/Electric	29,294,840	1.10%
Aqua Resources	Utility/Water	17,455,226	0.66%
Central Telephone of Virginia	Utility/Telephone	13,350,743	0.50%
Colonial Pipeline Co.	Utility/Gas	9,642,146	0.36%
CSX Transportation Inc.	Railroad	8,184,854	0.31%
Transcontinental Gas Pipeline	Utility/Gas	7,815,714	0.29%
Thomasville Furniture	Manufacturing	6,707,596	0.25%
Macon Partners LLP	Commercial Property	3,811,500	0.14%
		<u>\$ 519,051,039</u>	<u>19.49%</u>

Source: Commissioner of Revenue

Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Tax Levy for Fiscal Year (1) (3)		Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (1)	Total Collections to Date	
	Amount	Percentage of Levy (1)	Amount	Percentage of Levy (1)		Amount (1)	Percentage of Levy
2006	\$ 19,426,926		\$ 18,299,002	94.19%	\$ 256,174	\$ 18,555,176	95.51%
2007	30,368,234	(2)	27,813,792	91.59%	897,592	28,711,384	94.54%
2008	23,963,600		23,110,441	96.44%	984,332	24,094,773	100.55%
2009	24,173,299		19,998,028	82.73%	918,966	20,916,994	86.53%
2010	25,271,025		24,399,808	96.55%	943,743	25,343,551	100.29%
2011	27,322,612		22,860,700	83.67%	1,006,510	23,867,210	87.35%
2012	29,015,715		27,372,053	94.34%	1,073,002	28,445,055	98.03%
2013	29,846,109		28,261,251	94.69%	843,910	29,105,161	97.52%
2014	31,288,974		29,831,066	95.34%	664,211	30,495,277	97.46%
2015	33,381,054		31,724,032	95.04%	-	31,724,032	95.04%

Source: Commissioner of Revenue, County Treasurer's office

- Notes: (1) Exclusive of the penalties and interest.
 (2) Change in accounting principles for recognition of the 1st half tax collections.
 (3) Original levy

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Years	Governmental Activities				Business-Type Activities	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds (2)	Literary Fund Loans	Other Notes/Bonds	Capital Leases	General Obligation Bonds			
2006	\$ 11,284,594	\$ 6,223,828	\$ -	\$ -	\$ 791,892	\$ 18,300,314	2.50%	\$ 757
2007	14,701,638	5,728,476	-	617,625	1,971,586	23,019,325	2.50%	916
2008	14,683,236	5,233,125	7,500,000	629,104	1,883,808	29,929,273	3.13%	1,178
2009	81,455,801	4,737,774	7,500,000	932,008	1,792,254	96,417,837	10.71%	3,807
2010	86,057,976	4,242,423	2,670,000	769,043	1,709,406	95,448,848	10.48%	3,715
2011	85,223,117	3,746,605	2,704,077	663,377	1,620,960	93,958,136	9.27%	3,615
2012	83,530,386	3,264,254	2,704,077	553,200	1,529,890	91,581,807	8.65%	3,518
2013	101,441,566	2,788,660	-	1,092,806	1,438,771	106,761,803	9.82%	4,103
2014	97,882,452	2,478,809	-	868,897	1,344,780	102,574,938	9.16%	3,943
2015	95,742,783	2,168,958	-	638,273	1,249,965	99,799,979	9.72%	3,794

Note: Details regarding the County's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics - Table 12.

(2) Includes Public Facility Bonds and School General Obligation Bonds.

Ratio of Net General Bonded Debt to
Assessed Value and Net Bonded Debt Per Capita
Last Ten Fiscal Years

Fiscal Year	Gross Bonded Debt (3)	Ratio of Net General Obligation Debt to Assessed Value (2)	Net Bonded Debt per Capita (1)
2006	\$ 18,300,314	0.66%	1,008
2007	22,401,700	0.63%	891
2008	29,300,169	0.79%	1,153
2009	95,485,829	2.56%	3,770
2010	94,679,805	2.52%	3,685
2011	93,294,759	2.45%	3,590
2012	91,028,607	2.38%	3,462
2013	105,323,032	2.50%	4,048
2014	101,230,158	3.06%	3,891
2015	98,550,014	2.97%	3,746

(1) Population data can be found in the Schedule of Demographic and Economic Statistics - Table 12.

(2) See the Schedule of Assessed Value and Estimated Value of Taxable Property - Table 5.

(3) Includes all long-term general obligation bonded debt, Literary Fund Loans, excludes revenue bonds, capital leases, and compensated absences.

COUNTY OF FLUVANNA, VIRGINIA

Debt Policy Information
Last Ten Fiscal Years

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Total net debt applicable to debt limits (1)	\$ 98,550,014	\$ 101,230,158	\$ 105,323,032	\$ 91,028,607
Ratio of net debt to assessed taxable property value (2)	2.97%	3.06%	2.50%	2.38%
Debt limit per policy for property value	3.50%	3.50%	3.50%	3.50%
Total general governmental revenue (3)	43,527,621	42,216,346	40,651,002	38,353,328
Debt service to general governmental revenues (3)	16.57%	25.43%	24.92%	18.18%
Debt limit per policy for general governmental revenues	12.00%	12.00%	12.00%	12.00%

Notes:

- (1) Net bonded debt can be found on Table 10.
- (2) Property value data can be found on Table 5.
- (3) General governmental revenues can be found on Table 4

The County does not have any Constitutional or Statutory Debt Limits.

Table 11

	2011	2010	2009	2008	2007	2006
\$	93,294,759	\$ 94,679,805	\$ 95,485,829	\$ 29,300,169	\$ 22,401,700	\$ 18,300,314
	2.45%	2.52%	2.57%	0.79%	0.63%	0.69%
	3.50%	3.50%	3.50%	3.50%	4.00%	4.00%
	37,088,069	36,272,149	34,291,308	35,072,935	31,449,710	29,755,291
	16.68%	17.64%	12.43%	5.96%	6.11%	3.52%
	12.00%	12.00%	12.00%	12.00%	10.00%	10.00%

Demographic and Economic Statistics
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Population(1)</u>	<u>Personal Income(1)</u>	<u>Per Capita Personal Income (1)</u>	<u>School Enrollment (2)</u>	<u>Unemployment Rate (3)</u>
2006	24,165	752,903,000	31,157	3,494	2.3%
2007	25,138	792,857,000	31,540	3,580	2.4%
2008	25,411	829,714,000	32,652	3,638	3.2%
2009	25,328	835,728,000	32,996	3,673	6.1%
2010	25,691	848,707,000	33,035	3,703	5.7%
2011	25,989	893,937,000	34,397	3,691	5.1%
2012	26,033	912,765,000	35,062	3,736	5.1%
2013	26,019	923,685,000	35,500	3,660	4.9%
2014	25,970	967,881,000	37,269	3,591	4.6%
2015	26,305	1,014,191,667	38,555	3,541	4.3%

(1)

Source: Population estimates for 2006 to 2014 from Weldon Cooper Center for Public Service, University of Virginia. Population estimate for 2015 calculated using average expected growth rate of 1.29% from the U.S. Census Bureau. Personal income estimates for 2006 to 2014 from Bureau of Economic Analysis. Personal income for 2015 based on estimated growth from 2013 to 2014. Per capita personal income is calculated by dividing the personal income estimate by the population estimate.

(2) Source: Virginia Department of Education "Superintendent's Annual Report" (End-of-Year Membership)

(3) Source: Virginia Employment Commission

Principal Employers
 Current Year and the Period Nine Years Prior

Fiscal Year 2015

Employer	Employees	Rank
Fluvanna County Public Schools	500-999	1
Fluvanna Correctional Center	250-499	2
S&N Locating Services, LLC	250-499	3
County of Fluvanna	100-249	4
Fork Union Military Academy	100-249	5
Food Lion	50-99	6
Dominos Pizza	50-99	7
Lake Monticello Owners	50-99	8
T & L Companions	50-99	9
Armor Correctional Health	50-99	10

Fiscal Year 2006

Employer	Employees	Rank
Fluvanna County Public Schools	500-999	1
Fluvanna Correctional Center	250-499	2
Thomasville Furniture Industry	100-249	3
Fork Union Military Academy	100-249	4
T & L Companions	100-249	5
County of Fluvanna	100-249	6
Lake Monticello Owners	50-99	7
Dominion Virginia Power	50-99	8
G & P Forestry Services Inc.	50-99	9
Ruxton Health at the Village	50-99	10

Source: Virginia Employment Commission.
 VEC provides a range for employers.

Full-time Equivalent County Government Employees by Function
Last Ten Fiscal Years

Function	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
General Government	28	24	24	24	22	21	22.5	21.5	21.5	23.5
Judicial Administration	12	12	12	12	12	12	12	12	12	12
Public Safety										
Sheriffs Department	55	51	54	53	53	39	43	40.5	43.5	47.5
Fire & Rescue	0	0	0	0	0	0	0	0	0	0
Building Inspections	3	3	4	4	4	3	4	4	4	4
Animal Control	1	1	2	2	2	2	2	2	2	2
Emergency Management	0	0	0	0	0	0	0	1	1	1
Public Works										
General Maintenance	17	18	18	18	18	18	16	16	16	17
Landfill	3	4	4	3	3	0	2	1.25	1.25	1.25
Engineering	1	1	1	1	1	0	1	1	1	1
Health and Welfare										
Department of Social Services	28	26	21	25	25	22	25	29	29	28
Culture and Recreation										
Parks and Recreation	5	5	7	7	7	5	5	5	5	5
Museum	0	0	0	0	0	0	0	0	1.5	1.5
Library	3	3	6	6	6	3	3	3	3	3
Community Development										
Planning	4	5	5	5	5	4	5.5	4.5	5	5
Economic Development	0	0	0	0	0	0	0	1	1	1
Totals	<u>160</u>	<u>153</u>	<u>158</u>	<u>160</u>	<u>158</u>	<u>129</u>	<u>141</u>	<u>141.75</u>	<u>146.75</u>	<u>152.75</u>

Source: County Payroll Records.

Operating Indicators by Function
Last Ten Fiscal Years

Function	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Public safety										
Sheriffs department:										
Physical arrests	844	1,121	1,735	1,625	1,985	2,246	1,648	600	724	623
Traffic violations	n/a	n/a	n/a	n/a	n/a	n/a	n/a	775	712	460
Civil papers received	7,034	7,131	6,021	7,115	7,911	7,179	7,907	6,493	6,105	5,754
E911:										
Total calls	22,428	24,048	26,000	24,058	21,158	25,507	24,926	20,109	25,923	21,667
Emergency calls	n/a	n/a	n/a	n/a	n/a	n/a	n/a	6,568	6,144	6,106
Fire & Rescue calls:										
Number of fire calls answered	1,980	1,608	1,859	1,958	1,981	963	1,671	1,995	1,907	1,777
Number of rescue calls answered	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2,697	2,628
Building inspections:										
Permits issued	658	698	478	439	385	415	424	386	461	469
Animal control:										
Number of calls answered	1,376	1,806	1,973	n/a	1,852	1,952	1,345	1,418	1,671	1,863
Public works										
Facilities Service Requests	2,840	3,420	4,500	5,280	6,000	6,950	376	555	817	776
Landfill:										
Refuse collected (tons/day)	42.84	53.38	27.79	9	7	7	6.56	6.67	6.67	7.14
Recycling (tons/day)	0.345	3.477	3.09	n/a	1	0	0.37	0.40	0.77	0.77
Health and welfare										
Department of Social Services:										
Adoption Cases	93	105	87	91	159	154	176	214	235	234
Adult Services	643	680	649	638	665	765	850	810	863	1,071
Child Protective Services Cases	337	187	208	314	262	285	327	292	382	335
Family Services Cases	1,262	1,387	1,163	1,326	1,186	1,127	991	952	874	955
Foster Care Cases	308	346	386	376	264	296	240	157	125	59
VIEW Cases	91	107	143	153	245	229	358	365	282	306
Auxiliary Grant Cases	121	115	88	76	75	43	55	27	12	35
General Relief Cases	132	95	96	51	61	30	43	47	30	6
Medicaid Cases	10,680	14,257	14,687	12,618	19,122	20,930	22,646	24,206	25,697	26,499
SLH Applications	51	45	37	27	0	0	0	0	0	0
SNAP Cases	8,676	8,361	9,615	11,512	16,463	19,341	22,163	21,906	21,845	20,655
TANF Cases	341	263	364	404	587	622	715	777	609	663
Caseload	22,735	25,948	27,523	27,586	39,089	43,822	48,564	49,753	50,954	50,818
Culture and recreation										
Parks and recreation:										
Youth sports participants	994	1,030	1,078	1,128	1,200	1,300	1,350	1,400	1,359	250
Total program participants	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	4,267	10,870
Community development										
Planning:										
Zoning permits issued	330	421	295	246	227	185	157	148	181	267
Component Unit - School Board										
Education:										
School age population enrolled	3,670	3,686	3,850	3,736	3,761	3,703	3,696	3,669	3,593	3,564
Number of teachers	280	291	315	311	303	286	293	264	280	271
Local expenditures per pupil	\$ 8,053	\$ 8,885	\$ 9,773	\$ 9,967	\$ 9,999	\$ 9,249	\$ 9,153	\$ 9,080	\$ 9,498	\$ 9,804

Source: Individual county departments

Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
General government										
Administration buildings	31	31	31	31	31	31	31	31	31	32
Vehicles	4	4	4	4	4	4	4	3	2	3
Public safety										
Sheriffs department:										
Patrol units	50	57	45	43	43	43	34	35	34	28
Other vehicles	5	7	7	7	7	7	3	4	4	5
Building inspections:										
Vehicles	2	2	2	2	2	2	4	4	3	3
Animal control:										
Vehicles	2	2	2	2	2	2	2	2	3	3
Public works										
General maintenance:										
Trucks/vehicles	8	12	14	14	14	14	13	14	12	13
Landfill:										
Vehicles	3	3	3	3	3	3	2	1	1	1
Equipment	2	2	2	4	4	4	4	4	4	4
Sites	1	1	1	1	1	1	1	1	1	1
Health and welfare										
Department of Social Services:										
Vehicles	5	9	7	7	7	7	8	8	9	9
Culture and recreation										
Parks and recreation:										
Community centers	2	2	2	2	2	2	2	2	2	2
Vehicles	6	5	6	6	6	6	3	4	3	3
Parks acreage	2	2	2	2	2	2	2	2	2	4
Swimming pools	0	0	0	0	0	0	0	0	0	0
Tennis courts	0	0	0	0	0	0	0	0	0	0
Community development										
Planning:										
Vehicles	1	1	2	2	2	2	2	2	3	2
Component Unit - School Board										
Education:										
Schools	9	9	9	9	9	9	9	6	5	5
School buses	73	80	88	90	90	90	74	80	78	82

Source: Individual county departments.

**Independent Auditors' Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

**To the Honorable Members of the Board of Supervisors
County of Fluvanna, Virginia**

We have audited, in accordance with the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Counties, Cities, and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia, the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of County of Fluvanna, Virginia, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the County of Fluvanna, Virginia's basic financial statements, and have issued our report thereon dated December 7, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered County of Fluvanna, Virginia's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of County of Fluvanna, Virginia's internal control. Accordingly, we do not express an opinion on the effectiveness of County of Fluvanna, Virginia's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether County of Fluvanna, Virginia's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Robinson, Farnell, Cox Associates

Charlottesville, Virginia
December 7, 2015

Independent Auditors' Report on Compliance For Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133

**To the Honorable Members of the Board of Supervisors
County of Fluvanna, Virginia**

Report on Compliance for Each Major Federal Program

We have audited County of Fluvanna, Virginia's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of County of Fluvanna Virginia's major federal programs for the year ended June 30, 2015. County of Fluvanna, Virginia's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of County of Fluvanna, Virginia's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about County of Fluvanna, Virginia's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of County of Fluvanna, Virginia's compliance.

Opinion on Each Major Federal Program

In our opinion, County of Fluvanna, Virginia complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of County of Fluvanna, Virginia is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered County of Fluvanna, Virginia's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of County of Fluvanna, Virginia's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Robinson, Farnell, Cox Associates

Charlottesville, Virginia
December 7, 2015

COUNTY OF FLUVANNA, VIRGINIA

Schedule of Expenditures of Federal Awards - Primary Government and
Discretely Presented Component Unit
Year Ended June 30, 2015

<u>Federal Grantor/State Pass - Through Grantor/ Program or Cluster Title</u>	<u>Pass-through Entity Identifying Number</u>	<u>Federal CFDA Number</u>	<u>Federal Expendi- tures</u>
PRIMARY GOVERNMENT:			
<u>DEPARTMENT OF AGRICULTURE:</u>			
<u>Pass through payments:</u>			
Department of Social Services:			
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	0010109/0010110/0040109/0040110	10.561	\$ <u>236,195</u>
<u>DEPARTMENT OF JUSTICE</u>			
<u>Pass through payments:</u>			
Department of Criminal Justice Services:			
Edward Byrne Memorial Justice Assistance Grant Program	N/A	16.738	\$ 7,500
Bulletproof Vest Partnership Program	N/A	16.607	<u>7,816</u>
Total Department of Justice			\$ <u>15,316</u>
<u>DEPARTMENT OF TRANSPORTATION:</u>			
<u>Pass through payments:</u>			
Virginia Department of Motor Vehicles:			
Alcohol Open Container Requirements	154AL 11 51384	20.607	\$ 12,892
Virginia Department of Transportation:			
Highway planning and construction	N/A	20.205	<u>299,485</u>
Total Department of Transportation			\$ <u>312,377</u>
<u>DEPARTMENT OF HOMELAND SECURITY:</u>			
<u>Pass through payments:</u>			
Disaster Grants-Public Assistance (Presidentially Declared Disasters)	N/A	97.036	\$ <u>75,181</u>
<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</u>			
<u>Pass Through Payments:</u>			
Department of Social Services:			
Promoting Safe and Stable Families	0950109/0950110	93.556	\$ 14,315
Temporary Assistance for Needy Families	0400109/0400110	93.558	135,352
Refugee and Entrant Assistance - State Administered Programs	0500109/0500110	93.566	250
Low-Income Home Energy Assistance	0600409/0600410	93.568	14,171
Child Care and Development Block Grant (Child Care Cluster)	0770109/0770110	93.575	(625)
Child Care Mandatory and Matching Funds of the Child Care and Development Fund (Child Care Cluster)	0760109/0760110	93.596	22,948
Chafee Education and Training Voucher Program	9160108/9160109	93.599	1,600
Stephanie Tubbs Jones Child Welfare Services Program	0900109	93.645	892
Foster Care-Title IV-E	1100109/1100110	93.658	80,566
Adoption Assistance	1120109/1120110	93.659	139,086
Social Services Block Grant	1000109/1000110	93.667	108,043
Chafee Foster Care Independence Program	915108/9150109/9150110	93.674	3,269
Children's Health Insurance Program	0540109/0540110	93.767	7,216
Medical Assistance Program	1200109/1200110	93.778	<u>261,453</u>
Total Department of Health and Human Services			\$ <u>788,536</u>
<u>NATIONAL ENDOWMENT FOR THE ARTS:</u>			
<u>Pass through payments:</u>			
Virginia commission for the arts			
Promotion of the Arts - Partnership Agreements	99910-10-0440	45.025	\$ <u>5,000</u>
Total Primary Government			\$ <u>1,432,605</u>

COUNTY OF FLUVANNA, VIRGINIA

Schedule of Expenditures of Federal Awards - Primary Government and
Discretely Presented Component Units
Year Ended June 30, 2015 (Continued)

Federal Grantor/State Pass - Through Grantor/ Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expendi- tures
COMPONENT UNIT-SCHOOL BOARD:			
<u>DEPARTMENT OF AGRICULTURE:</u>			
<u>Pass through payments:</u>			
Department of Agriculture and Consumer Services: Food distribution (Child Nutrition Cluster)	N/A	10.555	\$ 65,088
Department of Education: National School Lunch Program (Child Nutrition Cluster)	2013IN109941/2014IN109941	10.555	477,144
School Breakfast Program (Child Nutrition Cluster)	2013IN109941/2014IN109941	10.553	\$ 118,719
Total Department of Agriculture			\$ 660,951
<u>DEPARTMENT OF EDUCATION:</u>			
<u>Pass through payments:</u>			
Department of Education:			
Title 1 Grants to Local Educational Agencies	S010A120046/S010A130046	84.010	\$ 371,119
Special Education - Grants to States (Special Education Cluster)	H027A130107/H027A140107	84.027	771,869
Career and Technical Education - Basic Grants to States	V048A130046/V048A140046	84.048	39,925
Special Education - Preschool Grant (Special Education Cluster)	H173A140112	84.173	18,421
Advanced Placement Program	S330B140002	84.330	259
Improving Teacher Quality State Grants	S367A130044/S367A140044	84.367	88,793
Total Department of Education			\$ 1,290,386
Total Component Unit School Board			\$ 1,951,337
Total Expenditures of Federal Awards			\$ 3,383,942

See accompanying notes to schedule of expenditures of federal awards.

COUNTY OF FLUVANNA, VIRGINIA

Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2015

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the County of Fluvanna, Virginia under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the County of Fluvanna, Virginia, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County of Fluvanna, Virginia.

Note 2 - Summary of Significant Accounting Policies

(1) Expenditures on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

Note 3 - Food Donation

Nonmonetary assistance is reported in the schedule at fair market value of the commodities received and disbursed.

Note 4 - Relationship to Financial Statements

Federal expenditures, revenues and capital contributions are reported in the County's basic financial statements as follows:

Intergovernmental federal revenues per the basic financial statements:	
Primary government:	
General Fund	\$ 1,133,120
Capital Projects Fund	299,485
Total primary government	<u>\$ 1,432,605</u>
Component Unit School Board:	
School Operating Fund	\$ 1,290,386
School Cafeteria Fund	660,951
Total component unit school board	<u>\$ 1,951,337</u>
Total federal expenditures per basic financial statements	<u>\$ 3,383,942</u>
Total federal expenditures per the Schedule of Expenditures of Federal Awards	<u>\$ 3,383,942</u>

COUNTY OF FLUVANNA, VIRGINIA

Schedule of Findings and Questioned Costs
Year Ended June 30, 2015

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting: Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs: Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510 (a)?	No
Identification of major programs:	

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
84.027/84.173	Special Education Cluster
10.553/10.555	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs.	\$300,000
Auditee qualified as low-risk auditee?	Yes

Section II - Financial Statement Findings

There are no financial statement findings to report.

Section III - Federal Award Findings and Questioned Costs

There are no federal award findings and questioned costs to report.

Section IV - Prior Year Findings

There were no prior year findings.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 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, December 2, 2015 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 December 2, 2015				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
December 2, 2015
Regular Meeting 4:00pm
Public Hearings 7:00pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chairperson
Bob Ullenbruch, Palmyra District, Vice-Chairperson
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

MEMBERS ABSENT: Mike Sheridan, Columbia District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred W. Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 4:03pm, Chair Booker called the Regular Meeting of December 2, 2015 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

SPECIAL RECOGNITION OF THE RETIREMENT OF THE HONORABLE BOUSON E. (B.E.) PETERSON, CLERK OF THE CIRCUIT COURT

Chair Booker called forward the Honorable Bouson E. (B.E.) Peterson, Jr., Clerk of the Circuit Court of Fluvanna to recognize his service and impending retirement. Mr. Nichols read a Resolution from the Board of Supervisors recognizing the outstanding service rendered by Mr. Peterson over the past 26 years. Chair Booker and the Supervisors presented the Resolution and a plaque to Mr. Peterson.

ADOPTION OF AGENDA

Before the Adoption of the Agenda, Mr. Nichols read a statement from Mr. Sheridan (attached to minutes) regarding his health and future involvement on the Board.

MOTION

Mr. Ullenbruch moved to accept the Agenda for the December 2, 2015 Regular Meeting of the Board of Supervisors, as presented. Mr. O'Brien seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following:

- BOS Planning Retreat Options
 - Saturday, Jan 16th, at the Library (Holiday Weekend) or Saturday, Jan 23rd, at Fork Union Community Center. Facilitator?
 - The Board decided to schedule their planning retreat for 9 am to 5 pm on Saturday, Jan 23, 2015, at Fork Union Community Center. No facilitator will be used this year.
- Now Available: Economic Development and Infrastructure Resource Documents (on the County Website)
- Seeking Planning Commission Candidates (Palmyra District)
 - Fluvanna County is seeking to fill the Palmyra District position on the Planning Commission.
 - More information can be found on the County website through the "Boards/Committees" link.
 - Residents are also encouraged to contact Supervisor-Elect Patricia Eager, Palmyra District to let her know of your interest in serving in this important role.
 - All applications are due to the County Administrator's Office by December 29, 2015. The Board of Supervisors is expected to fill the vacancy from the list of candidates at their Regular Meeting on January 6, 2016.
- Upcoming Meetings:
 - Wednesday, December 16 at 7:00 pm – Regular Meeting
 - Wednesday, January 6, 2016 at 4:00 pm – Organizational & Regular Meeting

BOARD OF SUPERVISORS' UPDATES

Sheridan—Absent.

Weaver—None.

Ullenbruch—None.

O'Brien—TJPDC Legislative Forum.

Booker—TJPDC Legislative Forum, JABA Executive Board, JABA Board, CSA Retreat, read a note from the Sheridan Family thanking the Board for the sympathy flowers sent in remembrance of their mother.

PUBLIC COMMENTS #1

At 4:25pm Chair Booker opened the first round of Public Comments.

Mr. Robert Dorsey, 6 Dover Ct, Rivanna District, spoke regarding perceived procedural irregularities. With no one else wishing to speak, Chair Booker closed the first round of Public Comments.

Mr. Weaver requested that during the Public Hearings, in anticipation of numerous speakers, time for speakers be limited to 3 minutes for each speaker. Chair Booker indicated that time for each speaker would be limited to 3 minutes each.

PUBLIC HEARINGS

None.

ACTION MATTERS

Appointment/Reappointment to the Thomas Jefferson Planning District Commission (TJPDC)—Steven M. Nichols, County Administrator, presented the roster of candidates for the position, Mr. Keith Smith and Ms. Deborah Kurre. With limited discussion,

MOTION

Mr. Ullenbruch moved to appoint/reappoint Keith Smith to the Thomas Jefferson Planning District Commission (TJPDC), with a term to begin January 1, 2016 and to terminate December 31, 2017. Mr. O'Brien seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Appointment to the Central Virginia Regional Jail Board, Alternate Position—Steven M. Nichols, County Administrator, noted that with budget season approaching, appointing an alternate is prudent.

MOTION

Mr. Ullenbruch moved to appoint Mr. Steven M. Nichols to the Central Virginia Regional Jail Board, Alternate Position, beginning immediately. Mr. Weaver seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Task Order #2 - Surveying Services for the Zion Crossroads Water & Sewer System—Cyndi Toler, Purchasing Officer, brought forward a request to authorize Task Order #2 of the contract between the County of Fluvanna, Virginia, and Bowman Consulting Group, LTD., to complete the Aerial Surveying for the Zion Crossroads Water & Sewer System. After wide-ranging discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approve Task Order #2 between the County of Fluvanna, Virginia, and Bowman Consulting Group, LTD, to complete the Aerial Surveying for the Zion Crossroads Water & Sewer System totaling \$34,560, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney. With no second, the motion died on the floor.

Mr. O'Brien renewed the motion after which Mr. Ullenbruch offered a second. With a vote of 2-2, the motion failed. AYE: Booker, O'Brien. NAY: Ullenbruch, Weaver. ABSENT: Sheridan.

After the vote, the Board directed staff to issue a stop work order on the project design.

PRESENTATIONS

Progress Report on Public Safety Radio Project—Cheryl Elliott, Emergency Services Coordinator, gave a progress report on the Public Safety Radio Project, including: establishment of Fluvanna-Motorola team; an in-building communication solution for Schools; staging in Chicago in mid-December 2015; site and civil progress on towers; and budget implications.

Progress Report on Cost Recovery Program—Cheryl Elliott, Emergency Services Coordinator, gave an update on the Cost Recovery project implementation update. Topics included: Provider Documentation Training; approval of insurance provider numbers; improvements in process protocols; began importing and queuing calls for billing on November 1, 2015 with 95 calls currently in queue; full implementation in 9-12 months. Next steps include: continued process improvement; HIPAA/Privacy protocols; continued public education; billing, reporting, collections.

CONSENT AGENDA

The following items were discussed before approval:

Minutes of November 18, 2015—Kelly Belanger Harris, Clerk to the Board. Mr. Weaver requested a change to the minutes to reflect the process by which the final motion of the evening took place. With no objection, the change was made.

The following were approved under the Consent Agenda:

Minutes of November 18, 2015 Meeting—Kelly Belanger Harris, Clerk to the Board

Cooperative Extension/Fluvanna County Memorandum of Understanding—Bobby Popowicz, Director of Community Development

FY16 BOS Contingency Budget Transfer for Cunningham & Columbia Schools Advertising—Mary Anna Twisdale, Management Analyst

FY16 Schools Supplemental Appropriation Request for Chesapeake Bay Trust Grant Funds—Ed Breslauer, Schools Finance Director

FY16 Schools Supplemental Appropriation Request for I3 Grant Funds—Ed Breslauer, Schools Finance Director

FY16 Schools Proactive and Remedial Education Budget Supplemental Appropriation—Ed Breslauer, Schools Finance Director

Open Space Contract for John F. & Patricia A. Martin—Andrew M. Sheridan, Jr., Commissioner of the Revenue

Open Space Contract for Mark L. & Margaret M. Anderson, Trustees of the Anderson Revocable Trust et al—Andrew M. Sheridan Jr., Commissioner of the Revenue

Open Space Contract for Matthew R. & Sherry G. Esch—Andrew M. Sheridan Jr., Commissioner of the Revenue

Open Space Renewal Contract for Jerome P. Charba, Trustee of the Jerome P. Charba Trust—Andrew M. Sheridan Jr., Commissioner of the Revenue

Open Space Renewal Contract for David C. & Edith A. Feisner—Andrew M. Sheridan Jr., Commissioner of the Revenue

Open Space Renewal Contract for Franklin K. & Julie K. Jones—Andrew M. Sheridan Jr., Commissioner of the Revenue

Open Space Contract for William C. III & Linda Boisseau—Andrew M. Sheridan Jr., Commissioner of the Revenue

Dominion Environmental Stewardship Grant Award—Mary Anna Twisdale

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for December 2, 2015 as changed. Mr. Ullenbruch seconded and the motion passed 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

Chair Booker opened the second section of Public Comments.

With no one wishing to speak, Chair Booker closed the second round of public comments.

CLOSED SESSION

MOTION TO ENTER INTO A CLOSED MEETING

At 6:03pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.6 & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds and Legal Matters. Mr. O'Brien seconded and the motion carried, with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:11pm, 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. Ullenbruch seconded and the motion carried, with a roll call vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Following the recitation of the Pledge of Allegiance to reconvene the Regular Meeting, Mr. Nichols again read the letter from Mr. Sheridan (attached to minutes) regarding health concerns.

Prior to beginning the Public Hearings, Chair Booker read the Public Hearing Rules of Procedure to the gathered public.

PUBLIC HEARINGS

SUP 15-08: James River Water Authority – Jason Stewart, Planning and Zoning Administrator & Steve Tugwell, Senior Planner, brought forward a request for a Special Use Permit to allow for major utilities to construct a raw water supply system which includes a raw water intake and pump station. The affected properties are located within the Columbia and Fork Union election districts. Mr. Tugwell noted that the Planning Commission considered these SUP requests at their September 23, 2015 meeting. There were twelve (12) speakers during the public hearing, most of whom appeared to be concerned with potential impacts that could result from the construction of the raw water intake and pump station. The Planning Commission discussed the requests, and voted 4-1-0 (Eager) to recommend approval of SUP 15:08.

Mr. Nichols provided an additional project briefing and spoke at length about the process, procedures, and analysis that preceded site selection and application process.

At 7:57pm, Chair Booker opened the Public Hearing.

- Bob Dorsey, 6 Dover Ct., Rivanna District, spoke against the Special Use Permit.

- Helen Cauthen, President, Central Virginia Partnership for Economic Development, spoke in favor of the Special Use Permit.
- Chip Boyles, Executive Director, Thomas Jefferson Planning District Commission, commended the collaborative nature of the water project between Fluvanna and Louisa Counties.
- Suzy Morris, 6840 Thomas Jefferson Pkwy, spoke against the project, noting a perceived lack of trust for the process by which the permits have been attained.
- Peter Cefaratti, on behalf of Covenant Church which owns property in Fluvanna County, spoke in favor of the Special Use Permit.
- Harold Bare, II, landowner in Fluvanna County, spoke in favor of the Special Use Permit.
- Bobbie Seay, Point of Fork Farm, spoke against the proposed location for the intake and pumping station.
- George Bialkowski, 1215 Point of Fork Rd, spoke against the Special Use Permit.
- Lindsay Nolting, 1317 Stage Junction Rd, spoke regarding the historical and cultural significance of the proposed location of the intake and pumping station.
- Katie Clossin, 1680 Union Mills Rd, spoke in favor of the Special Use Permit.
- John Carrier, 160 Overlook Circle, spoke in favor of the Special Use Permit.
- Mac Griswold, 713 Oak Hill Lane, Cultural Landscape Historian, spoke with regards to the historical and cultural significance of the proposed location of the intake and pumping station.
- Snead Gillen, 120 Point of Fork, spoke against the Special Use Permit.
- Bill Sullivan, property owner in Fluvanna County, spoke in favor of the Special Use Permit.
- Pat Calvert, Upper James Riverkeeper, spoke against the proposed location of the intake and pumping station. Mr. Calvert noted the discharge from the Brema Power Station and its impact on the intake and pumping station proposed in this SUP.
- Sam Patterson, Palmyra District, spoke regarding a perceived lack of trust for the Board's process with regards to this project.
- Susan Cable, 651 West River Rd, spoke against the Special Use Permit, with concerns about the location and the proximity to the Brema Power Station.
- Kathy Swenson Miller, 94 Fairview Lane, spoke in favor of the Special Use Permit.
- Gary Hannifan, 953 Jefferson Dr, spoke in favor of the Special Use Project.
- Ed Lauterbach, Fluvanna business owner and resident, spoke in favor of the Special Use Permit.
- Rhett Townsend, Goldsberg Farm, spoke against the Special Use Permit.

At 9:05pm Chair Booker closed the Public Hearing.

At 9:05pm Chair Booker announced a short recess.

At 9:21pm Chair Booker reconvened the meeting.

Mr. Nichols briefed the Board about a meeting conducted by Dominion Power on December 1, 2015 to discuss a permit held by Dominion Power with regards to the Brema Power Station.

Chair Booker opened the floor to discussion among the Supervisors.

Discussion focused on the ramifications of culturally and historically significant being found on the site and the plans to address that possibility; location assessment; financial assessment; and environmental impact.

Mr. O'Brien asked Mr. Payne of the ramification of denying this Special Use Permit.

Mr. Payne noted that the intent of the Public Hearing for SUP 15:08 is a hearing to determine zoning use. Mr. Payne also noted that the Comprehensive Plan was amended and approved in 2013 to address the zoning requirements for this project. Mr. Payne reiterated that this is a zoning matter, stating that as this is a partially executed agreement, in his opinion, the County does have an obligation per the terms of the agreement. Following wide-ranging discussion, Chair Booker wrapped up the discussion and called for a vote.

MOTION

Mr. O'Brien moved that the Board of Supervisors approve SUP 15:08, a request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station with respect to 305.202 acres of Tax Map 53-A-62, 53-A62C, 53-A-61, 53-11-5, and 53-11-19, [if approved] subject to the nine (9) conditions listed in the staff report. Mr. Ullenbruch seconded. The motion failed on a vote of 2-2. AYES: Booker, O'Brien. NAYS: Ullenbruch & Weaver. ABSENT: Sheridan.

On the advice of County Attorney Payne, Chair Booker called for a 5 minute recess.

Upon reconvening the meeting,

MOTION TO EXTEND

At 10:51pm, Mr. Weaver moved to extend the meeting until midnight. Mr. Ullenbruch seconded and the motion carried 4-0. AYES: Booker, O'Brien, Sheridan, & Weaver. NAYS: None. ABSENT: Sheridan.

SUP 15-06: Louisa County Water Authority – Jason Stewart, Planning and Zoning Administrator & Steve Tugwell, Senior Planner, brought before the Board a request for a special use permits to allow for major utilities to construct a raw water pipeline and construction of a raw water supply system which includes a raw water intake and pump station. The affected properties are located within the Columbia district. The Planning Commission considered these SUP requests at their September 23, 2015 meeting. There were twelve (12) speakers during the public hearing, most of whom appeared to be concerned with potential impacts that could result from the construction of the waterline. The Planning Commission discussed the requests, and voted 4-1-0 (Eager dissenting) to recommend approval of SUP 15:06.

At 10:58pm Chair Booker opened the Public Hearing.

- Bob Dorsey, 6 Dover Ct., spoke against the Special Use Permit.
- Lindsay Nolting, 1317 Stage Junction Rd., spoke regarding concerns about the Special Use Permit.
- Suzy Morris, 6840 Thomas Jefferson Pkwy., spoke against the Special Use Permit.
- George Bialkowski, spoke against the Special Use Permit.
- Rudy Garcia, Fork Union District, on behalf of the Chamber of Commerce, expressed his disappointment regarding the outcome of the prior Public Hearing vote.
- Bill Sullivan, spoke regarding the outcome of the prior Public Hearing vote.
- Gary Hannifan, thanked the Board for their service.
- Sam Patterson, asked for clarity regarding the previous vote.
- John Carrier, 23 Overlook Circle, thanked Mr. Nichols for his presentation.
- Rhett Townsend, 541 Goldsburg Lane, spoke regarding the outcome of the previous vote.
- Snead Gillen, 120 Point of Fork Rd. spoke against the Special Use Permit.

At 11:25pm Chair Booker closed the Public Hearing.

Chair Booker invited the applicant to speak. The applicant declined.

Chair Booker opened discussion among Supervisors.

Mr. O'Brien noted that this request has no financial cost to the County and there are no grounds on which to deny the Special Use Permit.

MOTION

Mr. O'Brien moved that the Board of Supervisors approve SUP 15:06, a request for a special use permit for a major utility to construct a raw water pipeline with respect to the attached list of Tax Map & Parcel Numbers, [if approved] subject to the eight (8) conditions listed in the staff report. With no second, Mr. O'Brien requested a call for a vote. Chair Booker called the vote. With a 2-2 vote, the motion failed. AYE: Booker, O'Brien. NAY: Ullenbruch, Weaver. ABSENT: Sheridan.

ADJOURN

MOTION:

At 11:38pm Mr. O'Brien moved to adjourn the meeting of Wednesday, November 18, 2015. Mr. Ullenbruch seconded and the motion carried with a vote of 4-0. AYES: Booker, O'Brien, Ullenbruch & Weaver. NAYS: None. ABSENT: Sheridan.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

Mozell H. Booker
Chairperson



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 22-2015

**A Resolution Recognizing and Honoring the Retirement of
The Honorable Bouson E. Peterson**

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, December 2, 2015, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors:

WHEREAS, The Honorable Bouson E. Peterson, Jr., native son of Fluvanna County; and

WHEREAS, The Honorable Bouson E. Peterson, Jr. was first appointed and then elected by the people of his home county to be the Clerk of the Circuit Court of Fluvanna County; and

WHEREAS, The Honorable Bouson E. Peterson, Jr. is soon to retire from this honorable position; and

WHEREAS, The Honorable Bouson E. Peterson, Jr. has served with honor and humility for 26 years as a dedicated servant of the judicial system; and

WHEREAS, The Honorable Bouson E. Peterson, Jr., from November 1999-November 2001 was the Chair of the Courthouse Steering Committee, providing experience and insight into the design and construction of the “new courthouse;” and

WHEREAS, The Honorable Bouson E. Peterson, Jr. exemplifies the role of a public servant by displaying high standards and outstanding service to the public; and

WHEREAS, The Honorable Bouson E. Peterson, Jr. is most highly respected by his peers, his colleagues, and staff of the Circuit Court as a consummate professional and gentleman; and

WHEREAS, on this day we recount the deeds of an honorable steward;

THEREFORE, be it resolved, that the Fluvanna County Board of Supervisors does hereby recognize on this day the great contributions of The Honorable Bouson E. Peterson, Jr. to his community and the Commonwealth of Virginia.

Dated this 2nd day of December, 2015.

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors

November 30, 2015

Memo for: Board of Supervisors

Re: Health Concerns

Dear Madam Chair,

I have asked our County Administrator if he would please read this brief memo on my behalf at the beginning of the December 2, 2015 Board meeting. Each of you is aware that I have had some medical problems arise in the last few weeks that were, and are, alarming to me and my family. At the strong direction of my Doctor, I will be working over the next few months to restore my health to what he believes are acceptable levels for a man of my age and commitments. I expect to miss a few meetings of the Board over the next couple of month, but hope to be back to good health by early March 2016.

I of course will keep Mr. Nichols and the Board aware of my progress and if possible, will back at the Board table at an earlier date if my Doctor and my family agree that my health has returned to normal.

Sincerely,

John M. Sheridan

DRAFT

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 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 Monday, December 7, 2015 Special 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 December 7, 2015				
REVIEWS	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
SPECIAL MEETING MINUTES
Morris Room, County Administration Building
December 7, 2015, 4:00 p.m.**

MEMBERS PRESENT: Mozell Booker, Fork Union, District, Chairperson
Bob Ullenbruch, Palmyra District, Vice-Chairperson
Donald W. Weaver, Cunningham District
Tony O'Brien, Rivanna District

ABSENT: Mike Sheridan, Columbia District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors
Supervisor-Elect Patricia Eager

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

At 4:12pm, Chairperson Booker called the Special Meeting of Monday, December 7, 2015 to order at 4:00 pm, in the Morris Room, County Administration Building, in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairperson Booker called for a moment of silence.

Mr. Nichols reminded the Board and those present of the anniversary of Pearl Harbor Day, noting that former Board member Len Gardner is a survivor of the attack on Pearl Harbor and asked for remembrance for remaining survivors and those no longer with us.

Mr. Nichols also noted for the record that Supervisor-Elect Eager was asked to join the meeting and attend the Closed Session in a non-voting capacity.

ADOPTION OF AGENDA

MOTION

Mr. Weaver moved to accept the Agenda for the December 7, 2015 Special Meeting of the Board of Supervisors, as presented. Mr. Ullenbruch seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

PUBLIC COMMENTS #1 (5 minutes each)

At 4:15pm Chair Booker opened the Public Comments.
With no one wishing to speak, Chair Booker closed Public Comments at 4:15pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING:

At 4:16 pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the Virginia Code Section 2.2-3711 A.6 & A.7 for discussion of Investment of Funds and Legal Matters. Mr. Ullenbruch seconded and the motion carried with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION:

At 7:02 pm, Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors reconvene again in open session and **"BE IT RESOLVED** to the best of my 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. Ullenbruch seconded. The motion carried, with a roll call vote of 4-0. AYES: Booker, Ullenbruch, O'Brien and Weaver. NAYS: None. ABSENT: Sheridan.

MOTION:

Mr. Ullenbruch moved that the Board of Supervisors, per the Fluvanna County Code Sec. 22-20-4, waive the time limitation on reconsideration of the James River Water Authority Special Use Permit application, or a modification thereof, and the Louisa County Water Authority Special Use Permit application, or a modification thereof. Mr. O'Brien offered second and the motion passed 3-1. AYE: Booker, Ullenbruch, O'Brien. NAY: Weaver. ABSENT: Sheridan.

MOTION:

Mr. Ullenbruch moved that the Board of Supervisors hold joint Public Hearings with the Planning Commission on Wednesday, January 20, 2016, to consider a James River Water Authority Special Use Permit application and a Louisa County Water Authority Special Use Permit application, and further direct staff to advertise and take such other actions required in preparation for the Public Hearings. Mr. O'Brien offered second and the motion passed 3-1. AYE: Booker, Ullenbruch, O'Brien. NAY: Weaver. ABSENT: Sheridan.

MOTION

My Ullenbruch moved to waive the fees associated with the Special Use Permit application and process for the James River Water Project, including the following approximate costs:

Special Use Permit Fee	\$ 800
Public Hearing Sign Deposit	\$1.440
Adjoining Property Owner Notifications	\$7,440.

Mr. O'Brien offered second and the motion passed 3-1. AYE: Booker, Ullenbruch, O'Brien. NAY: Weaver. ABSENT: Sheridan.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENTS #2 (5 minutes each)

At 7:06 pm Chair Booker opened Public Comments.

Scott Bazarre, Budget Electrical and Mechanical, LLC., spoke in favor of the water project, and of his strong support for our Community development director, Bobby Popowicz.

With no one else wanting to speak, Chair Booker closed Public Comments at 7:10pm.

ADJOURN

MOTION:

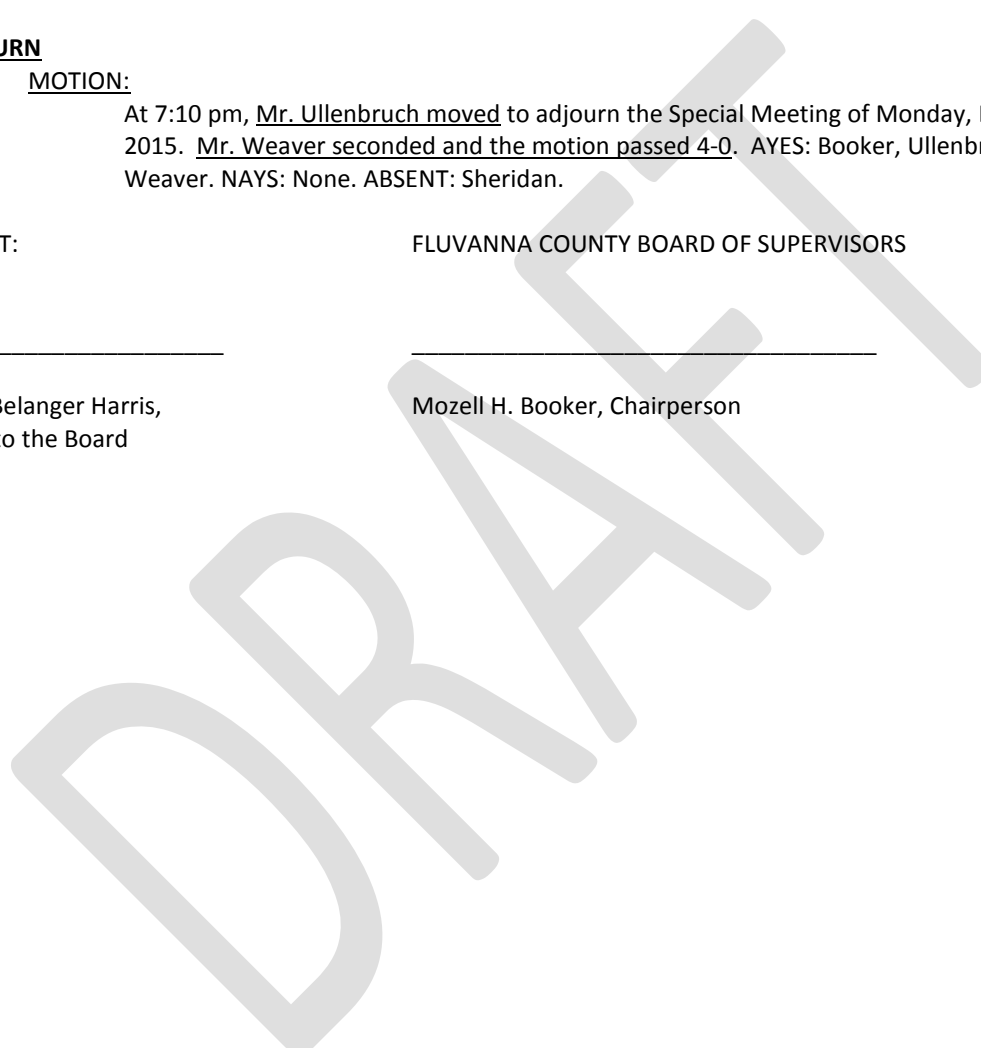
At 7:10 pm, Mr. Ullenbruch moved to adjourn the Special Meeting of Monday, December 7, 2015. Mr. Weaver seconded and the motion passed 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

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

MEMORANDUM

Date: December 16, 2015
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for November 2015**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$451,705.01
Capital Improvements	\$182,207.84
Debt Service	\$1,782,681.25
Sewer	\$1,746.51
Fork Union Sanitary District	\$10,845.92
TOTAL AP EXPENDITURES	\$2,429,186.53
Payroll	\$ 707,200.32
TOTAL	\$3,136,386.85


MOTION


I move the Accounts Payable and Payroll be ratified for **November 2015** in the amount of **\$3,136,386.85**.


Encl:
 AP Report


	A	B	C	D	F	G	H	J	
1	County of Fluvanna		From Date: 11/1/2015						
2	Accounts Payable List		To Date: 11/30/2015						
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	FIRST FINANCIAL ADMINISTRATORS,	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110615	000000038782	11/5/2015	11/24/2015	6,170.32		
10	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110615	000000038779	11/5/2015	11/24/2015	2,024.00		
11	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110615	000000038780	11/5/2015	11/24/2015	156.13		
12	NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110615	000000038777	11/5/2015	11/24/2015	517.34		
13	NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110615	000000038778	11/5/2015	11/24/2015	90.00		
14	ROBIN TRAVIS	CUSTOMERS	SIGN DEPOSIT	1119151	11/19/2015	11/20/2015	180.00		
15	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFFS FEES	78043	11/2/2015	11/2/2015	1,502.94		
16	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110615	000000038781	11/5/2015	11/24/2015	457.07		
17								Total:	\$11,097.80
18									
19	REAL ESTATE TAXES								
20	COURT SQUARE TITLE OF CHARLOTT	R E 2015 - 1ST	RE 2015 18A-5-16	38792	11/9/2015	11/13/2015	499.89		
21	DANILA, RICHARD A	R E 2015 - 1ST	RE 2015 53-12-4	38788	11/9/2015	11/13/2015	20.00		
22	DEAL, BRUCE C & ILYSIA D	R E 2015 - 1ST	RE 2015 28-A-2D	38952	11/16/2015	11/20/2015	2,160.29		
23	DUNCAN, TRACEY C	R E 2015 - 1ST	RE 2015 11-A-10	38789	11/9/2015	11/13/2015	10.59		
24	ERIN & GARY HINGST	R E 2015 - 1ST	RE 2015 51-A-123	39216	11/23/2015	11/25/2015	7.74		
25	ESTES, JIMME D & LORRAINE M	R E 2015 - 1ST	Lockbox Payment Refund	39214	11/23/2015	11/25/2015	726.84		
26	FALCONE, CONNIE JO	R E 2015 - 1ST	RE 2015 20-6-2	38790	11/9/2015	11/13/2015	54.30		
27	FRAZIER, JAMES MICHAEL	R E 2015 - 1ST	RE 2015 12-8-4A	38691	11/4/2015	11/13/2015	775.84		
28	GOFFIN, ROBERT L & CAROL L	R E 2015 - 1ST	RE 2015 18A-9-219	39215	11/23/2015	11/25/2015	200.00		
29	GORDON GEYERHAHN	R E 2015 - 1ST	RE 2015 18A-6-118	38791	11/9/2015	11/13/2015	122.62		
30	JOHNSON, PAMELA T.	R E 2015 - 1ST	Lockbox Payment Refund	39217	11/23/2015	11/25/2015	84.51		
31	NATIONSTAR MORTGAGE	R E 2015 - 1ST	RE 2015 22-A-11	38793	11/9/2015	11/13/2015	94.28		
32	PAINE, DENNIS A	R E 2015 - 1ST	Lockbox Payment Refund	39218	11/23/2015	11/25/2015	482.77		
33	PILLOW, KEITH A & GAIL T	R E 2015 - 1ST	Lockbox Payment Refund	39219	11/23/2015	11/25/2015	50.00		
34	RAMSEY LIVING TRUST	R E 2015 - 1ST	RE 2015 21-A-31B	38794	11/9/2015	11/13/2015	49.36		
35	SHELTON, DIANE M & PHILLIP P	R E 2015 - 1ST	RE 2015 18-13-17	38692	11/4/2015	11/13/2015	1,383.11		
36	TONEY, PETER SCOTT	R E 2015 - 1ST	Lockbox Payment Refund	39220	11/23/2015	11/25/2015	554.72		
37								Total:	\$7,276.86
38									
39	PERSONAL PROPERTY TAXES								
40	BLEVINS, AMANDA KATHLEEN	P P 2015 - 1ST	PP 2015 254	38695	11/4/2015	11/13/2015	155.04		
41	BUI, TUAN ANH	P P 2015 - 1ST	PP 2015 366	38954	11/16/2015	11/20/2015	147.40		
42	DEMPSEY, PATRICK JAMES	P P 2015 - 1ST	PP 2015 227561	38796	11/9/2015	11/13/2015	51.17		
43	FITZGERALD, TIMOTHY DAVID	P P 2015 - 1ST	PP 2015 225403	38955	11/16/2015	11/20/2015	83.39		





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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount					
44	GRAY, KATHERINE FRANCES	P P 2015 - 1ST	PP 2015 203434	38956	11/16/2015	11/20/2015	128.90					
45	LAKE MONTICELLO POLICE DEPT	P P 2013 - 1ST	PP 2013 205970	38693	11/4/2015	11/13/2015	5,738.38					
46	LAKE MONTICELLO POLICE DEPT	P P 2013 - 2ND	PP 2013 205970	38693	11/4/2015	11/13/2015	5,738.37					
47	LAKE MONTICELLO POLICE DEPT	P P 2014 - 1ST	PP 2014 205970	38694	11/4/2015	11/13/2015	7,172.45					
48	LAKE MONTICELLO POLICE DEPT	P P 2014 - 2ND	PP 2014 205970	38694	11/4/2015	11/13/2015	7,172.44					
49	MORRIS, RYAN MITCHELL	P P 2015 - 1ST	PP 2015 1908	38957	11/16/2015	11/20/2015	112.75					
50	PROCTOR, DELORIS DELLA	P P 2015 - 1ST	PP 2015 209337	38958	11/16/2015	11/20/2015	55.20					
51	PROCTOR, DELORIS DELLA	P P 2015 - 2ND	PP 2015 209337	38958	11/16/2015	11/20/2015	0.58					
52	RENICK, BRANDON MEARS	P P 2015 - 1ST	PP 2015 231250	38959	11/16/2015	11/20/2015	184.10					
53								Total:				
54								\$26,740.17				
55	PROPERTY TAX PENALTIES & INT											
56	LAKE MONTICELLO POLICE DEPT	INTEREST-ALL PROPERTY	PP 2013 205970	38693	11/4/2015	11/13/2015	3,325.01					
57	PROCTOR, DELORIS DELLA	PENALTIES-ALL PROPERTY	PP 2015 209337	38958	11/16/2015	11/20/2015	13.42					
58								Total:				
59								\$3,338.43				
60	OTHER LOCAL TAXES											
61	BLEVINS, AMANDA KATHLEEN	ADMIN FEE VEHICLE LICENSE	PP 2015 254	38695	11/4/2015	11/13/2015	33.00					
62	BUI, TUAN ANH	ADMIN FEE VEHICLE LICENSE	PP 2015 366	38954	11/16/2015	11/20/2015	33.00					
63	DEMPSEY, PAMELA JEANE	ADMIN FEE VEHICLE LICENSE	PP 2015 214890	38795	11/9/2015	11/13/2015	30.78					
64	ELLIOTT, JOYCE ANN	ADMIN FEE VEHICLE LICENSE	PP 2015 202135	38797	11/9/2015	11/13/2015	33.00					
65	EVANS, LORI GAIL	ADMIN FEE VEHICLE LICENSE	PP 2015 211356	38798	11/9/2015	11/13/2015	33.01					
66	FITZGERALD, TIMOTHY DAVID	ADMIN FEE VEHICLE LICENSE	PP 2015 225403	38955	11/16/2015	11/20/2015	33.00					
67	GRAY, KATHERINE FRANCES	ADMIN FEE VEHICLE LICENSE	PP 2015 203434	38956	11/16/2015	11/20/2015	33.00					
68	GRUNAU, PATRICIA POBURKA	ADMIN FEE VEHICLE LICENSE	PP 2015 203566	38799	11/9/2015	11/13/2015	99.14					
69	HALL, FRANZISKA EVA	ADMIN FEE VEHICLE LICENSE	PP 2015 1109	38785	11/9/2015	11/13/2015	36.11					
70	KUCK, ELIZABETH COTTRELL	ADMIN FEE VEHICLE LICENSE	PP 2015 205905	38786	11/9/2015	11/13/2015	4.83					
71	LAKE MONTICELLO POLICE DEPT	ADMIN FEE VEHICLE LICENSE	PP 2013 205970	38693	11/4/2015	11/13/2015	198.00					
72	MARIO TESTANI	ADMIN FEE VEHICLE LICENSE	PP 2015 230501	39221	11/23/2015	11/25/2015	1,136.69					
73	MAYNOR JR, TERRY WAYNE	ADMIN FEE VEHICLE LICENSE	PP 2015 225961	38800	11/9/2015	11/13/2015	4.47					
74	MCVAY, ROBERT CLAYTON	ADMIN FEE VEHICLE LICENSE	PP 2015 1791	39222	11/23/2015	11/25/2015	5.00					
75	MORRIS, RYAN MITCHELL	ADMIN FEE VEHICLE LICENSE	PP 2015 1908	38957	11/16/2015	11/20/2015	33.00					
76	PAYNE, JAVONTRE MALIK	ADMIN FEE VEHICLE LICENSE	PP 2015 2101	38787	11/9/2015	11/13/2015	3.42					
77	PROCTOR, DELORIS DELLA	ADMIN FEE VEHICLE LICENSE	PP 2015 209337	38958	11/16/2015	11/20/2015	33.00					
78	RENICK, BRANDON MEARS	ADMIN FEE VEHICLE LICENSE	PP 2015 231250	38959	11/16/2015	11/20/2015	33.00					
79	SEAL, DONITA SUE	ADMIN FEE VEHICLE LICENSE	PP 2015 221152	38801	11/9/2015	11/13/2015	8.47					
80	TARTAGLINO, FRANCIS JOHN	ADMIN FEE VEHICLE LICENSE	PP 2015 228889	39223	11/23/2015	11/25/2015	10.27					

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount					
81	TOWN OF COLUMBIA	SALES TAX-	SALES TAX TOWN OF COLUMBIA	78046	11/13/2015	11/13/2015	204.71					
82	TOWN OF SCOTTSVILLE	SALES TAX-	SALES TAX TOWN OF SCOTTSVILLE	78045	11/13/2015	11/13/2015	87.73					
83	WHITE, BILLY RAY JR	ADMIN FEE VEHICLE LICENSE	PP 2015 212962	39224	11/23/2015	11/25/2015	98.05					
84												
85												
86	BOARD OF SUPERVISORS											
87	BANK OF AMERICA	ADVERTISING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	149.95					
88	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	335.03					
89	FRONTRUNNER SIGN STUDIOS	OTHER OPERATING	PLAQUES	112415	11/24/2015	11/25/2015	272.60					
90	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	113384	11/9/2015	11/13/2015	589.00					
91	SCARLETT'S FLOWERS & GIFT	OTHER OPERATING	FLOWERS/WILSON	003775	11/13/2015	11/20/2015	105.00					
92	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	269.46					
93												
94												
95	COUNTY ADMINISTRATOR											
96	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	490.00					
97	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	1,964.00					
98	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	120.19					
99	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	SPRING WATER	K3464300-15	11/1/2015	11/5/2015	46.70					
100	STEVEN NICHOLS	MILEAGE ALLOWANCES	MILEAGE REIMBURSEMENT	111015	11/10/2015	11/20/2015	124.20					
101	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	26.03					
102	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PRINTER	17752151	10/26/2015	11/5/2015	92.39					
103												
104												
105	COUNTY ATTORNEY											
106	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	113384	11/9/2015	11/13/2015	17,932.54					
107												
108												
109	COMMISSIONER OF THE REVENUE											
110	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	16.09					
111	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	101.13					
112	COMMISSIONERS OF THE REVENUE	DUES OR ASSOCIATION	ASSOC DUES	111315	11/13/2015	11/20/2015	100.00					
113	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	28.13					
114	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	54.93					
115	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE METER	110515	11/5/2015	11/20/2015	250.00					
116	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	SPRING WATER	K4232210-15	11/1/2015	11/20/2015	30.67					
117	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	MMEMBERSHIP FEE	8508	10/31/2015	11/20/2015	300.00					

	A	B	C	D	F	G	H	I	J																		
1	County of Fluvanna Accounts Payable List																										
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
118	TYLER TECHNOLOGIES	CONVENTION AND	USER GROUP MEETING	045-146325	10/31/2015	11/25/2015	80.00																				
119	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	20.43																				
120	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	49.81																				
121								Total:	\$1,031.19																		
122																											
123	TREASURER																										
124	M & W PRINTERS, INC.	PRINTING AND BINDING	ANNUAL FEE	99492	10/31/2015	11/13/2015	6,780.12																				
125	PITNEY BOWES	LEASE/RENT	LEASING CHARGES	9392911-NV15	11/13/2015	11/20/2015	1,080.00																				
126	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER	K3464500-15	11/1/2015	11/13/2015	34.80																				
127	TREASURERS' ASSOCIATION OF	DUES OR ASSOCIATION	TAV DUES & LEGAL SUPPORT	110215	10/25/2015	11/5/2015	400.00																				
128	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	10.62																				
129	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	49.81																				
130	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	TREASURER COPIER	17779454	10/30/2015	11/13/2015	131.38																				
131	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	DMV STOPS	110915	11/9/2015	11/13/2015	60.00																				
132								Total:	\$8,546.73																		
133																											
134	INFORMATION TECHNOLOGY																										
135	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	739.45																				
136	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	733.55																				
137	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	42.99																				
138	CDW GOVERNMENT, INC.	EDP EQUIPMENT	DELL MONITOR	ZX20628	10/26/2015	11/13/2015	8,454.50																				
139	ER COMMUNICATIONS LLC	PROFESSIONAL SERVICES	VOICE CABLES INSTALLED	10152	11/3/2015	11/13/2015	1,068.12																				
140	QUANTUM CORPORATION	ADP SERVICES	ANNUAL RENEWAL	60107679	11/19/2015	11/25/2015	1,356.60																				
141	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	2,134.56																				
142	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	516.05																				
143								Total:	\$15,045.82																		
144																											
145	FINANCE																										
146	UPS	POSTAL SERVICES	POSTAGE	0000Y7646Y455	11/7/2015	11/25/2015	7.37																				
147	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	9.09																				
148	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER/FINANCE	17881300	11/20/2015	11/25/2015	169.45																				
149								Total:	\$185.91																		
150																											
151	REGISTRAR/ELECTORAL BOARD																										
152	ALAN D. STEWARD	CONTRACT SERVICES	ELECTIONS	101415	11/17/2015	11/20/2015	185.00																				
153	ALBERT W. PARRISH	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	160.00																				
154	ALLEN CARTER	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	185.00																				


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155	AMY R. BRICE	CONTRACT SERVICES	ELECTIONS 201	101715	11/17/2015	11/20/2015	160.00					
156	ANN LEE	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00					
157	AUDREY O. FISHER	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00					
158	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	LANIER PRINTER	069839	10/30/2015	11/13/2015	155.00					
159	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	135.00					
160	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	13.49					
161	BARBARA J. GAINES	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	170.00					
162	BARBARA N. WOOD	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00					
163	BENJAMIN J. STOPPE, JR.	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	210.00					
164	BENJAMIN J. STOPPE, JR.	MILEAGE ALLOWANCES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	9.99					
165	BENJAMIN L. HUDSON	CONTRACT SERVICES	ELECTION 501	101715	11/17/2015	11/20/2015	160.00					
166	BERTHA THOMAS	CONTRACT SERVICES	ELECTION 301	102915	11/17/2015	11/20/2015	210.00					
167	BRIAN W. HAMSHAR	CONTRACT SERVICES	ELECTION 301	101415	11/17/2015	11/20/2015	107.50					
168	CAROL M. WALKER	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	160.00					
169	CLARENCE E. WELLS, JR.	CONTRACT SERVICES	ELECTION 201	110315	11/17/2015	11/20/2015	160.00					
170	DALY COMPUTERS, INC.	OFFICE SUPPLIES	BATTERY REPLACEMENT	PSI1000057	10/30/2015	11/20/2015	263.00					
171	DANIEL D. GRAFF	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	210.00					
172	DANIEL D. GRAFF	MILEAGE ALLOWANCES	ELECTION 201	101715	11/17/2015	11/20/2015	11.10					
173	DAVID W. TILMAN	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	160.00					
174	DENICE FLYNN	CONTRACT SERVICES	ELECTION 501	101715	11/17/2015	11/20/2015	160.00					
175	DUANE L. HOGGE	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	192.50					
176	E. WAYNE MURPHY	CONTRACT SERVICES	ELECTION 501	101715	11/17/2015	11/20/2015	160.00					
177	ELECTION SERVICES ONLINE	CONTRACT SERVICES	DATABASE	1293	11/4/2015	11/20/2015	7,491.16					
178	ENCILIE GRIFFIN	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	30.00					
179	ERIN DAVIS	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	160.00					
180	ERNESTINE W. BURRUS	CONTRACT SERVICES	ELECTION CAP	110315	11/17/2015	11/20/2015	185.00					
181	ETTA H. COLLINS	CONTRACT SERVICES	ELECTION 401	101515	11/17/2015	11/20/2015	170.00					
182	EVERETT M HANNAH	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	160.00					
183	FLORENCE H. PALMER	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00					
184	FLUVANNA CO SHERIFF'S OFC	CONTRACT SERVICES	ELECTION MACHINES	FCR015	11/16/2015	11/20/2015	700.00					
185	FOUAD A. FADIL	CONTRACT SERVICES	ELECTION	091715	11/17/2015	11/20/2015	117.50					
186	FOUAD A. FADIL	MILEAGE ALLOWANCES	ELECTION	091715	11/17/2015	11/20/2015	72.10					
187	FRANCES P. SCHUTZ	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	210.00					
188	FRANCES P. SCHUTZ	MILEAGE ALLOWANCES	ELECTION 101	101715	11/17/2015	11/20/2015	5.83					
189	FREDERIC L. BAYLESS	CONTRACT SERVICES	ELECTION 101	110315	11/17/2015	11/20/2015	107.50					
190	FRITZ H. GEURTSSEN	CONTRACT SERVICES	ELECTION 501	101715	11/17/2015	11/20/2015	160.00					
191	GARRY L. WOODY	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	30.00					

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1	County of Fluvanna Accounts Payable List															
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount									
192	GENE F. OTT	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	107.50									
193	GEORGE N. GOIN	CONTRACT SERVICES	ELECTION 401	101415	11/17/2015	11/20/2015	160.00									
194	GRACE L. NOLTING	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	30.00									
195	HAROLD T. MORRIS	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	160.00									
196	HUGH D. NIX	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	185.00									
197	JAMES BAIN	CONTRACT SERVICES	ELECTION 401	110315	11/17/2015	11/20/2015	107.50									
198	JOE E. CLARK	CONTRACT SERVICES	GENERAL ELECTIONS	110315	11/17/2015	11/20/2015	210.00									
199	JOYCE E. WHITE	CONTRACT SERVICES	ELECTION CAP	110315	11/17/2015	11/20/2015	170.00									
200	JOYCE H. LANFORD	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	160.00									
201	KAREN WHITE	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00									
202	KATE BEADLE	CONTRACT SERVICES	ELECTION	110315	11/3/2015	11/25/2015	160.00									
203	KAYLA PACE	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	185.00									
204	KIM R. CARTER	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	107.50									
205	KIMBERLY ANN BRUCE	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	210.00									
206	LARRY N. BRUCE	CONTRACT SERVICES	ELECTION SECURITY	101715	11/17/2015	11/20/2015	65.00									
207	LAURIE L. THOMAS	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	170.00									
208	LAWRENCE STRAUSS	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	160.00									
209	LORA S. PAYNE	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	160.00									
210	MAGARET WOODY	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	30.00									
211	MARGIE L. JOHNSON	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	160.00									
212	MARIA L. GRAFF	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	170.00									
213	MARILYN MILLER	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00									
214	MARY WILLS TILMAN	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	160.00									
215	MERRIE L. OTT	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	107.50									
216	NANCY L. STEWARD	CONTRACT SERVICES	ELECTION 501	101415	11/17/2015	11/20/2015	170.00									
217	PATSY A. JACKSON	CONTRACT SERVICES	ELECTION 101	110315	11/17/2015	11/20/2015	160.00									
218	PAULA MANN FALK	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	160.00									
219	RICHARD H. TALLEY, SR.	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00									
220	RICHARD O. SINGLETON	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	107.50									
221	RICHARD S. HENRY	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	160.00									
222	ROBERT G. MINNIS	CONTRACT SERVICES	ELECTION 101	110315	11/17/2015	11/20/2015	107.50									
223	ROBERT J. WINSTON, JR.	CONTRACT SERVICES	ELECTIONS SECURITY	101715	11/17/2015	11/20/2015	32.50									
224	ROBERT JAMES	CONTRACT SERVICES	ELECTION	101715	11/3/2015	11/25/2015	65.00									
225	ROBERTA J. MURPHY	CONTRACT SERVICES	GENERAL ELECTIONS	101715	11/17/2015	11/20/2015	30.00									
226	RONDHA BAIN	CONTRACT SERVICES	ELECTION 401	110315	11/17/2015	11/20/2015	107.50									
227	ROSILYN A. BOLSKI	CONTRACT SERVICES	ELECTION 101	101715	11/17/2015	11/20/2015	107.50									
228	RUBY G. SCHUMAKER	CONTRACT SERVICES	ELECTION 101	110315	11/17/2015	11/20/2015	107.50									

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount								
229	SANDRA K. LUTHIE	CONTRACT SERVICES	ELECTION 501	101715	11/17/2015	11/20/2015	107.50								
230	SANDRA PATTERSON	CONTRACT SERVICES	ELECTION 201	101715	11/17/2015	11/20/2015	160.00								
231	SHIRLEY D. ROUNDTREE	CONTRACT SERVICES	ELECTION 301	101715	11/17/2015	11/20/2015	160.00								
232	TED J SCHJOTH	CONTRACT SERVICES	ELECTION 401	110315	11/17/2015	11/20/2015	160.00								
233	TERESA L. CARTER	CONTRACT SERVICES	ELECTION 501	101415	11/17/2015	11/20/2015	160.00								
234	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	8.40								
235	VERA C. FITZGERALD	CONTRACT SERVICES	ELECTION 501	101715	11/17/2015	11/20/2015	160.00								
236	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	49.81								
237	VICKIE ARGIE	CONTRACT SERVICES	ELECTION 100	110315	11/17/2015	11/20/2015	107.50								
238	WILLIAM E. ALDERMAN	CONTRACT SERVICES	ELECTION 501	100815	11/17/2015	11/20/2015	160.00								
239	WILLIAM PEMBERTON	CONTRACT SERVICES	ELECTION 401	101715	11/17/2015	11/20/2015	185.00								
240							Total:	\$19,924.88							
241															
242	HUMAN RESOURCES														
243	BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	244.40								
244	PROTECT YOUTH SPORTS	RECRUITMENT	NEW SEARCH	394035	11/3/2015	11/5/2015	51.95								
245	RICHMOND TIMES-DISPATCH	PROFESSIONAL SERVICES	RICHMOND TIMES DISPATCH	110215	10/25/2015	11/5/2015	186.20								
246							Total:	\$482.55							
247															
248	GENERAL DISTRICT COURT														
249	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	11.23								
250	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER	17752153	10/26/2015	11/13/2015	161.51								
251	VIRGINIA WATERS, INC.	MAINTENANCE CONTRACTS	COOLER RENTAL	103115	10/31/2015	11/25/2015	26.50								
252							Total:	\$199.24							
253															
254	COURT SERVICE UNIT														
255	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	16.08								
256							Total:	\$16.08							
257															
258	CLERK OF THE CIRCUIT COURT														
259	DRAWINGBOARD PRINTING	OFFICE SUPPLIES	MAILING LABELS	8957047	11/19/2015	11/25/2015	119.50								
260	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	NEW ICC	112315	11/23/2015	11/25/2015	79.67								
261	FLUVANNA CO CIRCUIT COURT	EDP EQUIPMENT	NEW ICC	112315	11/23/2015	11/25/2015	249.51								
262	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	47360	11/15/2015	11/20/2015	2,541.67								
263	PITNEY BOWES	LEASE/RENT	LEASING CHARGES/CIRCUIT	2348217-NV15	11/13/2015	11/25/2015	150.00								
264	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	SPRING WATER	K24843500-15	11/1/2015	11/20/2015	58.70								
265	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	23.04								


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266	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER/CIRCUIT COURT	17848997	11/13/2015	11/25/2015	201.43	
267							Total:	\$3,423.52
268								
269	CIRCUIT COURT JUDGE							
270	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	73.28	
271	ONE-TIME JUROR	COMPENSATION-	JURY DUTY BAGBY	78048	11/17/2015	11/17/2015	1,020.00	
272	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	4.36	
273							Total:	\$1,097.64
274								
275	COMMONWEALTH ATTY							
276	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	23.44	
277	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	BACKGROUND CHECK	111915	11/15/2015	11/20/2015	293.31	
278	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER	K3547800-15	11/1/2015	11/5/2015	28.85	
279	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	22.90	
280	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	49.81	
281	WEST PAYMENT CENTER	BOOKS/PUBLICATIONS	VA PRACTICE SERIES	832915117	11/20/2015	11/25/2015	209.50	
282							Total:	\$627.81
283								
284	SHERIFF							
285	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	200.00	
286	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	43.14	
287	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	341.03	
288	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	12.50	
289	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	62.90	
290	BROOKS-JEFFERY MARKETING, INC.	MAINTENANCE CONTRACTS	WEB HOSTING	168069	11/14/2015	11/25/2015	1,200.00	
291	BROWN HONDA-DODGE	VEHICLES REP & MAINT	HEADLIGHT REPAIR	416316	10/29/2015	11/13/2015	965.19	
292	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	111315	11/13/2015	11/25/2015	21.00	
293	CENTRAL VIRGINIA CRIMINAL JUSTICE	CONVENTION AND	CLASSROOM FEES	2948	11/12/2015	11/25/2015	300.00	
294	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	110715	11/7/2015	11/25/2015	153.37	
295	CLORE'S REPAIR SHOP	VEHICLES REP & MAINT	TOWING	101015	10/26/2015	11/13/2015	125.00	
296	CMI, INC.	POLICE SUPPLIES	KIT WITH CASE	816869	11/19/2015	11/25/2015	698.00	
297	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	DISC BRAKE PAD	015-288138	11/5/2015	11/13/2015	459.75	
298	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	NAIL, SCREW AND SINGLE KEY	49512	11/16/2015	11/25/2015	17.98	
299	GALLS, LLC.	CLOTHING ALLOWANCE	UNIFORMS	004371186	11/10/2015	11/25/2015	1,748.65	
300	GALLS, LLC.	POLICE SUPPLIES	TRAINING UNIT	004318213	10/30/2015	11/13/2015	41.00	
301	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	004379949	11/12/2015	11/25/2015	724.54	
302	GALLS, LLC.	VEHICLE/POWER EQUIP	HIDE A BLAST	004328888	11/2/2015	11/13/2015	167.00	





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303	GE CAPITAL	LEASE/RENT	COPIER/SHERIFFS OFFICE	63822249	11/18/2015	11/25/2015	77.73					
304	HOME PORT FILING SYSTEMS	POLICE SUPPLIES	FILE POCKETS	1492	11/8/2015	11/25/2015	1,237.50					
305	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	4,181.76					
306	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	63.10					
307	ROTARY CLUB OF FLUVANNA	DUES OR ASSOCIATION	QUARTERLY DUES	1136	11/7/2015	11/13/2015	175.00					
308	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	56247	10/28/2015	11/5/2015	30.00					
309	PITNEY BOWES PURCHASE PWR	TELECOMMUNICATIONS	POSTAGE	103015	10/30/2015	11/5/2015	20.76					
310	SHENANDOAH VALLEY WATER	FOOD SUPPLIES	WATER	382271015	11/1/2015	11/5/2015	111.30					
311	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOW	1001599	10/21/2015	11/5/2015	265.00					
312	UNIVERSITY OF VIRGINIA POLICE	CONTRACT SERVICES	ADMINISTRATIVE FEE	102915	10/29/2015	11/5/2015	338.80					
313	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	474.54					
314	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	COPIER METER	151106-0015	11/6/2015	11/25/2015	196.64					
315	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	VERIZON PHONE BILL	05809294	10/25/2015	11/5/2015	18.36					
316	VERIZON	TELECOMMUNICATIONS	MONTHLY CHARGES	9755247024	11/16/2015	11/25/2015	2,315.47					
317	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	17787794	11/2/2015	11/25/2015	77.72					
318	VIRGINIA DEPT. OF MOTOR VEHICLES	OTHER OPERATING	SPECIAL LICENSE ID	15303697	10/30/2015	11/13/2015	60.00					
319	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL FILTER	110215	11/2/2015	11/25/2015	388.03					
320						Total:	\$17,312.76					
321												
322	E911											
323	BANK OF AMERICA	CONTRACT SERVICES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	192.00					
324	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL E911	101915	10/19/2015	11/5/2015	1,430.00					
325	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	GIGABIT SWITCH	36171	10/7/2015	11/5/2015	4,120.00					
326	NWG SOLUTIONS, LLC.	EDP EQUIPMENT	STARTECH VIDEO CABLE	36416	11/5/2015	11/25/2015	698.62					
327	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	3.72					
328	VERIZON	TELECOMMUNICATIONS	MONTHLY CHARGES	9755247024	11/16/2015	11/25/2015	95.54					
329	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	17787794	11/2/2015	11/25/2015	77.73					
330	WORLDWIDE INTERPRETERS, INC.	TELECOMMUNICATIONS	INTERPRETATION	26306	11/1/2015	11/25/2015	4.20					
331						Total:	\$6,621.81					
332												
333	FIRE AND RESCUE SQUAD											
334	CNA INSURANCE COMPANIES	GENERAL LIABILITY	INSURANCE POLICY	111315	11/13/2015	11/25/2015	274.00					
335	VFIS	GENERAL LIABILITY	AUTO	87940109	11/6/2015	11/25/2015	2,297.00					
336						Total:	\$2,571.00					
337												
338	CORRECTION AND DETENTION											
339	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	JUVENILE DETENTION NOV	2016-407	11/1/2015	11/5/2015	14,907.77					


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340	E.W. THOMAS	FOOD SUPPLIES	INMATES MEAL	1104152	11/4/2015	11/13/2015	14.48	
341							Total:	\$14,922.25
342								
343	BUILDING INSPECTIONS							
344	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	45.00	
345	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	45.00	
346	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	123.83	
347	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	49.20	
348	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	7.01	
349	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	59.81	
350							Total:	\$329.85
351								
352	EMERGENCY MANAGEMENT							
353	BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	498.94	
354	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	79.27	
355	UPS	POSTAL SERVICES	POSTAGE	0000Y7646Y415	11/3/2015	11/13/2015	11.04	
356							Total:	\$589.25
357								
358	ANIMAL CONTROL							
359	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	206.30	
360	BANK OF AMERICA	VEHICLE FUEL	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	5.72	
361	FLUVANNA SPCA	CONTRACT SERVICES	POUND SERVICES	120115	11/19/2015	11/20/2015	10,708.33	
362	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	221.80	
363	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	146.17	
364							Total:	\$11,288.32
365								
366	FACILITIES							
367	ARBORISTRY ASSOCIATES, INC.	CONTRACT SERVICES	BOXWOODS	21428	11/4/2015	11/20/2015	1,208.00	
368	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	57.12	
369	BANK OF AMERICA	JANITORIAL SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	329.59	
370	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	151.61	
371	BROWN MOTOR PARTS, INC.	BLDGS EQUIP REP & MAINT	CARQUEST	66463	10/31/2015	11/13/2015	34.65	
372	BROWN MOTOR PARTS, INC.	GENERAL MATERIALS AND	CARQUEST	66463	10/31/2015	11/13/2015	20.95	
373	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE REPAIR	111215	11/12/2015	11/20/2015	15.00	
374	CII SERVICE	BLDGS EQUIP REP & MAINT	COMMUNITY CENTER AIR FILTERS	8044	10/21/2015	11/5/2015	1,400.90	
375	CINTAS	LAUNDRY AND DRY	UNIFORMS	394699131	10/29/2015	11/5/2015	1,400.55	
376	COMMONWEALTH BUILDING	GENERAL MATERIALS AND	USG RADAR	5127643-00	11/1/2015	11/13/2015	36.99	



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377	COMMONWEALTH DISTRIBUTION,	JANITORIAL SUPPLIES	CAN LINER	50619	10/30/2015	11/5/2015	1,234.56								
378	E.W. THOMAS	GENERAL MATERIALS AND	MATERIALS AND SUPPLIES	103115	11/4/2015	11/13/2015	15.97								
379	FAYES OFFICE SUPPLY	OFFICE SUPPLIES	WATERGUARD	0159809-001	10/28/2015	11/5/2015	119.99								
380	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	BLADES	2179007	10/30/2015	11/13/2015	33.13								
381	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	HARDWARE SUPPLIES	103115	10/31/2015	11/13/2015	148.86								
382	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	YARD WORK	6411	11/6/2015	11/13/2015	1,365.00								
383	GARY OSTEEEN PLUMBING	CONTRACT SERVICES	PLEASANT GROVE SEWER LINE	110215	11/2/2015	11/5/2015	1,028.00								
384	GILLIAM MOTORS, INC.	VEHICLES REP & MAINT	SERVICE	103015	10/30/2015	11/5/2015	20.00								
385	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	57906	11/6/2015	11/20/2015	574.00								
386	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	935.52								
387	JOHN VAUGHAN	MILEAGE ALLOWANCES	MILEAGE REIMBURSEMENT	110515	11/5/2015	11/5/2015	200.00								
388	JOHN VAUGHAN	VEHICLE FUEL	MILEAGE REIMBURSEMENT	111615	11/16/2015	11/20/2015	149.60								
389	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP	CAR MAINTENANCE SUPPLIES	110615	10/31/2015	11/13/2015	544.76								
390	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE SUPPLIES	110615	10/31/2015	11/13/2015	352.78								
391	LANDSCAPE SUPPLY, INC.	AGRICULTURAL SUPPLIES	FIELD GENERAL	0533292-IN	10/26/2015	11/5/2015	735.00								
392	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	110315	11/2/2015	11/13/2015	362.37								
393	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	FORT E350 VAN SERVICED	110415	11/4/2015	11/13/2015	1,166.20								
394	ORANGE-MADISON COOP	GENERAL MATERIALS AND	LINED COVERALL	110515	11/5/2015	11/13/2015	124.99								
395	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	LIBRARY REPLACE GFCI OUTLET	6532	10/27/2015	11/5/2015	1,820.00								
396	T W CONTROLS LLC	CONTRACT SERVICES	CARYSBROOK SCHOOL	2015110201	11/2/2015	11/13/2015	600.00								
397	USABLUEBOOK	OTHER OPERATING	CERTIFICATION STUDY	767935	10/5/2015	11/5/2015	1,051.87								
398	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	6.78								
399	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	370.91								
400						Total:	\$17,615.65								
401															
402	GENERAL SERVICES														
403	AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL PUBLIC WORKS	1105152	11/5/2015	11/13/2015	232.45								
404	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	QUARTERLY INSPECTION	1901751	11/12/2015	11/20/2015	290.00								
405	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	1026151	10/26/2015	11/5/2015	5,228.85								
406	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	110512	11/5/2015	11/20/2015	178.42								
407	CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE BILLING	A340718	10/26/2015	11/5/2015	50.00								
408	CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT 00422-4	8174	11/12/2015	11/20/2015	2,437.00								
409	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL MUSEUM	1023156	10/23/2015	11/5/2015	8,892.60								
410	DOMINION VIRGINIA POWER	STREET LIGHTS	J M HWY BESIDE PSOT OFFICE	10271514	10/27/2015	11/13/2015	623.10								
411	ELEVATING EQUIPMENT INSPECTION	MAINTENANCE CONTRACTS	ELEVATOR INSPECTION	34622	10/29/2015	11/5/2015	100.00								
412	INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	1112151	11/12/2015	11/20/2015	414.00								
413	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	BASIC SERVICE	0410-000592124	10/31/2015	11/13/2015	1,289.85								

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount					
414	SHENANDOAH VALLEY WATER	WATER SERVICES	SPRING WATER	K3807110-15	11/1/2015	11/5/2015	36.95					
415	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	TANK RENT	110215	11/2/2015	11/13/2015	948.63					
416	THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	MAINTENANCE	3002196697	11/1/2015	11/5/2015	2,128.30					
417	TIGER FUEL COMPANY	HEATING SERVICES	DIESEL	692336	11/2/2015	11/13/2015	1,534.28					
418								Total:	\$24,384.43			
419												
420	PUBLIC WORKS											
421	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/00128641	11/18/2015	11/20/2015	49.43					
422	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	103.06					
423	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIES/PUBLIC WORKS	17787793	11/2/2015	11/20/2015	229.44					
424								Total:	\$381.93			
425												
426	CONVENIENCE CENTER											
427	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH REMOVAL	4347-000005733	10/31/2015	11/13/2015	2,135.40					
428	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	YARD WORK	6411	11/6/2015	11/13/2015	1,916.00					
429	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	170.55					
430	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	86803	10/26/2015	11/5/2015	60.00					
431	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	30.34					
432								Total:	\$4,312.29			
433												
434	HEALTH											
435	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	22.27					
436								Total:	\$22.27			
437												
438	VJCCCA											
439	COMPASS YOUTH & FAMILY	PROFESSIONAL SERVICES	COUNSELING SERVICES	111915	11/19/2015	11/25/2015	1,345.71					
440	REBECCA MAYO PITTS	PROFESSIONAL SERVICES	COUNSELING SERVICES	1284	11/24/2015	11/25/2015	403.20					
441								Total:	\$1,748.91			
442												
443	CSA											
444	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	19.01					
445	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	412.91					
446	JACQUELINE A MEYERS	MILEAGE ALLOWANCES	MILEAGE REIMBURSEMENT	110215	10/30/2015	11/5/2015	149.50					
447	THOMAS BROTHER SOFTWARE	PROFESSIONAL SERVICES	THOMAS BROTHERS	110215	10/25/2015	11/5/2015	224.00					
448	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIES	17873106	11/18/2015	11/25/2015	52.21					
449								Total:	\$857.63			
450												

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount					
451	CSA PURCHASE OF SERVICES											
452	BLUE RIDGE COMMONS APARTMENTS	COMM SVCS		P12919136153	12/2/2015	11/25/2015	400.00					
453	BLUE RIDGE FIRST STEP	COMM SVCS		P10000790157	10/31/2015	11/25/2015	2,800.00					
454	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P10919121054	10/31/2015	11/13/2015	792.00					
455	COMPASS YOUTH & FAMILY	COMM SVCS		P07919115951	7/31/2015	11/13/2015	223.20					
456		COMM SVCS		P10919128861	10/31/2015	11/25/2015	812.50					
457	DETOUR MENTORING	COMM SVCS		P10000775158	10/31/2015	11/25/2015	5,000.00					
458		POS MANDATED FFOP		P10919126867	10/31/2015	11/25/2015	1,227.00					
459	DISCOVERY SCHOOL	RES. CONG. CARE		P10000778361	10/31/2015	11/13/2015	16,120.00					
460	EDGEHILL RECOVERY RETREAT	COMM SVCS		P08919127549	8/14/2015	11/13/2015	3,199.80					
461	ELK HILL	COMM SVCS		P10000789859	10/31/2015	11/25/2015	180.00					
462	ELK HILL	POS MANDATED SPED-		P10000784848	10/31/2015	11/25/2015	10,710.00					
463	FAMILY PRESERVATION SERV.	COMM SVCS		P07919120953	7/31/2015	11/13/2015	17,875.00					
464	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P08000782468	8/31/2015	11/25/2015	325.00					
465		COMM SVCS		P10919133755	10/14/2015	11/13/2015	597.50					
466		COMM SVCS		P10000787756	10/31/2015	11/13/2015	300.00					
467	KEYSTONE NEWPORT NEWS, LLC.	EDUC SVCS CONG CARE		P08919129058	8/31/2015	11/13/2015	6,240.00					
468	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P10000778848	10/31/2015	11/13/2015	38,220.00					
469	PEOPLE PLACES, INC.	COMM SVCS		P10919127760	10/31/2015	11/25/2015	1,331.88					
470	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P10919121370	10/31/2015	11/25/2015	4,160.11					
471	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P10000785349	10/31/2015	11/25/2015	12,360.00					
472	UNITED METHODIST FAMILY	POS MAND FC LIC RES CONG		P09919126960	9/30/2015	11/13/2015	2,240.00					
473	UNITED METHODIST FAMILY	TFC LIC. RES CONG CARE		P09919122262	9/30/2015	11/13/2015	12,987.21					
474	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P10000789565	10/31/2015	11/25/2015	4,090.00					
475	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P10000788769	10/31/2015	11/25/2015	7,984.36					
476	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P10000787350	10/31/2015	11/25/2015	35,275.50					
477						Total:	\$185,451.06					
478												
479	PARKS & RECREATION											
480	ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOGGIE CLASS	018	11/20/2015	11/25/2015	300.00					
481	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	75.00					
482	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	2,863.31					
483	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	136.66					
484	BONNIE SNODDY	PROFESSIONAL SERVICES	FLUVANNA PARKS AND REC	12	10/26/2015	11/5/2015	847.00					
485	DEVI PETERSON	PROFESSIONAL SERVICES	FLUVANNA PARKS AND REC YOGA	13	10/26/2015	11/5/2015	302.40					
486	E.W. THOMAS	RECREATIONAL SUPPLIES	MERCHANDISE PURCHASE OCT	1104151	11/4/2015	11/5/2015	450.29					
487	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	HARDWARE SUPPLIES	103115	10/31/2015	11/13/2015	172.95					


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1	County of Fluvanna Accounts Payable List																										
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
488	HEATHER ANTONACCI	PROFESSIONAL SERVICES	HORSEBACK	16	11/4/2015	11/13/2015	210.00																				
489	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	TYKES BASKETBALLS	061246	11/18/2015	11/20/2015	234.55																				
490	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	178.06																				
491	LOCAL FOOD HUB	RECREATIONAL SUPPLIES	YORK APPLES	20328	11/9/2015	11/20/2015	34.00																				
492	LOWE'S	RECREATIONAL SUPPLIES	SUPPLIES	110315	11/2/2015	11/13/2015	218.91																				
493	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	35.47																				
494	MMI OUTDOOR, INC	SITE IMPROVEMENTS	KAYAKS	INV50323	10/28/2015	11/20/2015	2,028.32																				
495	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	110615	11/2/2015	11/13/2015	610.00																				
496	AARON SPITZER	DUES OR ASSOCIATION	VRPS CONFERENCE	111315	11/16/2015	11/20/2015	40.00																				
497	PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES	NEW SEARCH	394035	11/3/2015	11/5/2015	7.95																				
498	SAM'S CLUB	RECREATIONAL SUPPLIES	DECORATIONS	112015	11/20/2015	11/25/2015	179.35																				
499	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	EQUIPMENT RENT	K3442800-15	11/1/2015	11/5/2015	101.45																				
500	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER	K4031010-15	11/1/2015	11/20/2015	24.78																				
501	UPS	POSTAL SERVICES	POSTAGE	0000Y7646Y415	11/3/2015	11/13/2015	5.02																				
502	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	VERIZON PHONE BILL	05809294	10/25/2015	11/5/2015	18.36																				
503	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	49.81																				
504	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	17752152	10/26/2015	11/5/2015	586.61																				
505	VIRGINIA RECREATION & PARK	RECREATIONAL SUPPLIES	KINGS DOMINION TICKETS	22689	11/4/2015	11/5/2015	350.00																				
506								Total:	\$10,060.25																		
507																											
508	LIBRARY																										
509	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS/DVD	111015	10/31/2015	11/25/2015	7,142.44																				
510	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	416.16																				
511	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	10.00																				
512	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	61.22																				
513	DEMCO	FURNITURE & FIXTURES	SLOPING SHELF	5731767	11/4/2015	11/13/2015	432.00																				
514	DEMCO	OFFICE SUPPLIES	BOOK COVER	5725327	10/27/2015	11/13/2015	172.79																				
515	GALE	BOOKS/PUBLICATIONS	BOOK	56545771	10/22/2015	11/13/2015	412.16																				
516	HIGHSMITH INC	OFFICE SUPPLIES	HEADBANDS AND BOOKBAG	5723842	10/26/2015	11/13/2015	126.76																				
517	MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	595229	10/27/2015	11/13/2015	848.96																				
518	OVERDRIVE	MAINTENANCE CONTRACTS	LIBRARY MAINTENANCE FEE	H-0031335	11/1/2015	11/13/2015	1,750.00																				
519	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER/LIBRARY	K5329010-15	11/1/2015	11/25/2015	10.00																				
520	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	SPRING WATER/LIBRARY	K5329010-15	11/1/2015	11/25/2015	31.54																				
521	SHOWCASES	BOOKS/PUBLICATIONS	DOUBLE CD	289118	10/26/2015	11/13/2015	46.44																				
522								Total:	\$11,460.47																		
523																											
524	COUNTY PLANNER																										

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
525	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	78.30		
526	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	21.62		
527	PRINCE WILLIAM COUNTY	OFFICE SUPPLIES	BUSINESS CARDS	745	10/30/2015	11/25/2015	36.74		
528	TIMMONS GROUP	CONTRACT SERVICES	PARCEL MAINTENANCE	174583	11/10/2015	11/20/2015	600.00		
529	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	19.54		
530	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	99.62		
531	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	17752150	10/26/2015	11/5/2015	357.71		
532							Total:	\$1,213.53	
533									
534	PLANNING COMMISSION								
535	FLUVANNA REVIEW	ADVERTISING	PAGE AD PUBLIC HEARING	2015543-12	10/22/2015	11/5/2015	909.00		
536							Total:	\$909.00	
537									
538	ECONOMIC DEVELOPMENT								
539	BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	385.47		
540	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	376.12		
541	FLUVANNA COUNTY CHAMBER OF	DUES OR ASSOCIATION	BASIC MEMBERSHIP	1439	11/5/2015	11/13/2015	375.00		
542	ELIZABETH RIVER TUNNELS	MILEAGE ALLOWANCES	DOWNTOWN TUNNEL TOLL	2934962	11/8/2015	11/25/2015	3.25		
543	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	49.81		
544							Total:	\$1,189.65	
545									
546	VA COOPERATIVE EXTENSION								
547	FLUVANNA COUNTY CHAMBER OF	CONTRACT SERVICES	BASIC MEMBERSHIP	1485	11/11/2015	11/20/2015	120.00		
548	KIMBERLY MAYO	CONTRACT SERVICES	MEETING SUPPLIES	111815	11/20/2015	11/25/2015	45.11		
549	KIMBERLY MAYO	CONVENTION AND	AIRPORT/TRAIN SHUTTLE	110615	11/6/2015	11/13/2015	16.50		
550	QUILL	CONTRACT SERVICES	PRINTER SUPPLIES	8867051	10/21/2015	11/13/2015	299.21		
551	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	24.99		
552	VIRGINIA COOPERATIVE EXTENSION	CONTRACT SERVICES	BILLING SALARY PAYOUT 2016 1ST	102615	11/19/2015	11/25/2015	14,180.49		
553							Total:	\$14,686.30	
554									
555							100 GENERAL FUND	Fund Total:	\$451,705.01
556	Fund # - 302 CAPITAL IMPROVEMENT								
557	PUBLIC SAFETY CAPITAL PROJ								
558	CLEAR COMMUNICATIONS AND	VEHICLE	RADIO SYSTEM SUV	106732	11/6/2015	11/13/2015	2,666.37		
559	EAST COAST EMERGENCY VEHICLES	VEHICLE	PROGARD WINDOW PARTS	6105	11/11/2015	11/25/2015	3,250.62		
560							Total:	\$5,916.99	
561									



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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
562	FIRE & RESCUE CAP PROJ									
563	EAST COAST EMERGENCY VEHICLES	VEHICLE	FIRETRUCK PARTS	5843	11/8/2015	11/25/2015	4,917.60			
564	SEE-MOR TRUCK TOPS & CUSTOMS	VEHICLE	CAMPER TOP	373242	11/7/2015	11/13/2015	2,932.00			
565	SHEEHY AUTO STORES	VEHICLE	FORD TRUCK	092815	10/31/2015	11/20/2015	29,137.00			
566							Total:	\$36,986.60		
567										
568	FACILITIES CAP PROJ									
569	CII SERVICE	CONTRACT SERVICES	SOCIAL SERVICES HEAT PUMP	8037	10/21/2015	11/5/2015	43,689.76			
570	COMMONWEALTH INTERIORS	CONTRACT SERVICES	FLOORING LABOR	2015-239	10/30/2015	11/5/2015	15,006.00			
571	FLUVANNA ACE HARDWARE	CONTRACT SERVICES	HARDWARE SUPPLIES	103115	10/31/2015	11/13/2015	632.21			
572	FOSTER WELL & PUMP CO., INC.	CONTRACT SERVICES	WELL	11938	11/4/2015	11/13/2015	12,101.00			
573	OLD DOMINION ABATEMENT &	CONTRACT SERVICES	ASBESTOS REMOVAL	151003-ODA	10/28/2015	11/20/2015	17,800.00			
574	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	FORK UNION COMM CENTER	6524	10/26/2015	11/5/2015	9,899.00			
575	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	LAB FEES	FLUCO1115	11/15/2015	11/20/2015	4,055.00			
576							Total:	\$103,182.97		
577										
578	SCHOOL OPS & MAINT CAP PROJ									
579	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	ROOF REPLACEMENT	2015090589	10/12/2015	11/13/2015	1,626.09			
580	QUALITY CCTV SYSTEMS, INC.	CONTRACT SERVICES	SAFETY/SECURITY UPGRADES	14207	11/19/2015	11/20/2015	2,739.77			
581	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	FMS HVAC	11215	11/2/2015	11/5/2015	6,205.00			
582							Total:	\$10,570.86		
583										
584	SCHOOL TECH CAP PROJ									
585	SYCOM	CONTRACT SERVICES	WIRELESS UPGRADE	10035525	10/13/2015	11/5/2015	22,086.00			
586	TYLER TECHNOLOGIES	CONTRACT SERVICES	MUNIS IMPLEMENTATION	045-145961	11/16/2015	11/20/2015	3,464.42			
587							Total:	\$25,550.42		
588										
589							302 CAPITAL IMPROVEMENT	Fund Total:	\$182,207.84	
590	Fund # - 401 DEBT SERVICE									
591	DEBT SERVICE - SCHOOLS									
592	REGIONS BANK	HS VPSA S O 2008 INT	DEBT SVC PMT VPSA 2008	113015	11/30/2015	11/30/2015	162,681.25			
593	REGIONS BANK	NEW HS VPSA SPEC 08 PRIN	DEBT SVC PMT VPSA 2008	113015	11/30/2015	11/30/2015	1,620,000.00			
594							Total:	\$1,782,681.25		
595										
596							401 DEBT SERVICE	Fund Total:	\$1,782,681.25	
597	Fund # - 502 SEWER									
598	UTILITY OPERATIONAL EXPENSES									



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599	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL WASTEWATER	1019152	10/19/2015	11/5/2015	87.17					
600	CINTAS	LAUNDRY AND DRY	UNIFORMS	394699132	10/29/2015	11/5/2015	315.28					
601	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION JM HWY #PUMP	102715	10/27/2015	11/5/2015	784.97					
602	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	57904	11/6/2015	11/20/2015	247.00					
603	USABLUEBOOK	CONVENTION AND	CERTIFICATION STUDY	767935	10/5/2015	11/5/2015	49.95					
604	USABLUEBOOK	GENERAL MATERIALS AND	CERTIFICATION STUDY	767935	10/5/2015	11/5/2015	262.14					
605						Total:	\$1,746.51					
606												
607												
608	Fund # - 505 FORK UNION SANITARY DISTRICT											
609	FORK UNION SANITARY DISTRICT											
610	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	MONTHLY DEBT PAYMENT	NOV-15	11/25/2015	11/25/2015	3,017.35					
611						Total:	\$3,017.35					
612												
613	FUSD OPERATIONAL EXPENSES											
614	ANDERSON TIRE COMPANY	BLDGS EQUIP REP & MAINT	STATE INSPECTION	IN002061117	10/29/2015	11/20/2015	32.00					
615	BANK OF AMERICA	PURCHASE OF SERVICES	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	111.00					
616	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD PURCHASES	103115	10/31/2015	11/20/2015	83.03					
617	CINTAS	LAUNDRY AND DRY	UNIFORMS	394699132	10/29/2015	11/5/2015	488.90					
618	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RT MELTON WELL	1026154	10/26/2015	11/5/2015	2,660.82					
619	E.W. OWEN	LEASE/RENT	WELL RENT	11012015	11/1/2015	11/5/2015	150.00					
620	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	PLUMBING PARTS	2158849	10/26/2015	11/20/2015	1,240.20					
621	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL USAGE	110315	11/3/2015	11/13/2015	328.07					
622	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	110915	11/9/2015	11/13/2015	146.66					
623	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	86804	10/26/2015	11/5/2015	60.00					
624	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	WASTE WATER TREATMENT	148018	11/12/2015	11/20/2015	30.00					
625	USABLUEBOOK	CONVENTION AND	CERTIFICATION STUDY	767935	10/5/2015	11/5/2015	233.95					
626	USABLUEBOOK	GENERAL MATERIALS AND	CERTIFICATION STUDY	767935	10/5/2015	11/5/2015	77.87					
627	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	MONTHLY DEBT PAYMENT	NOV-15	11/25/2015	11/25/2015	1,942.65					
628	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	102915	10/29/2015	11/5/2015	84.59					
629	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	VERIZON PHONE BILL	05809294	10/25/2015	11/5/2015	18.35					
630	VERIZON WIRELESS	TELECOMMUNICATIONS	VERIZON WIRELESS	9754210464	10/19/2015	11/5/2015	140.48					
631						Total:	\$7,828.57					
632												
633												
634												
	505 FORK UNION SANITARY DISTRICT						Fund Total:	\$10,845.92				
							Total Expenditures by Fund:	\$2,429,186.53				

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 16, 2015

AGENDA TITLE:	Recreation Advisory Board Bylaws Updates.				
MOTION(s):	I move to approve the revised Parks and Recreation Advisory Board Bylaws as presented.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jason Smith/Parks and Recreation Director				
PRESENTER(S):	Jason Smith				
RECOMMENDATION:	Approve				
TIMING:	N/A				
DISCUSSION:	Our RAB team has met several times to discuss these changes and have agreed to update the teams bylaws as stated.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	RAB Bylaws with suggested changes.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY DEPARTMENT OF PARKS AND RECREATION
ADVISORY BOARD BY-LAWS**

The Fluvanna County Department of Parks and Recreation adopted the following articles in order to facilitate its powers and duties in accordance with the provisions of the Code of Virginia, Chapter 18, Article 2, Sections 15.2-1806, ff., and the Code of the County of Fluvanna, Virginia.

ARTICLE I

That there is hereby created a Board to be known as the Department of Parks and Recreation Advisory Board, hereinafter referred to as the "PARKS & RECREATION BOARD."

**ARTICLE II
Purpose of the Board**

The PARKS & RECREATION Board shall serve as an advisory body of the Fluvanna County Board of Supervisors and as liaison between the Director of Parks and Recreation, the Board of Supervisors, and the citizens of the community. The PARKS & RECREATION BOARD shall ~~advise the~~ ~~shall consult with and advise the~~ Board of Supervisors in matters affecting recreational policies, programs, personnel, finances, acquisition and disposal of lands and properties related to the total community recreation program, and develop long range goals for recreation.

**ARTICLE III
Membership**

Section 1.

The PARKS & RECREATION BOARD shall be appointed by the Board of Supervisors according to the following ~~roster:~~ ~~schedule:~~

- ~~One (1) representative from each of the following agencies: Dept. of Social Services, Fluvanna Public Schools, Virginia Cooperative Extension;~~
- ~~One (1) parent representative who is a resident of the County and a parent of a student in the County's public schools;~~
- ~~Five (5) members at large who are residents of the County.~~
- One (1) non-voting Board of Supervisors representative.
- Two (2) ~~youth~~ representatives who are residents of the County and are either students in the County's public schools or are under the age of 18 at the time of their appointment;

The Director of Parks and Recreation shall serve as a non-voting, ex-officio member.

Section 2.

The PARKS & RECREATION BOARD shall consist of ~~nine (9)~~ ~~twelve (12)~~ members. The Board of Supervisors shall appoint ~~all members~~ ~~members at large~~. Terms shall expire on June 30th of each year. Members ~~may shall~~ serve ~~succeeding~~ three (3) year terms and may be reappointed.

Section 3.

Comment [JS1]: DELETE social services and cooperative extension member representatives and invite as needed; School rep would be kept and would be only voting member.

Comment [JS2]: Combine to form 5 members at large (Most if not all are parents already and we would encourage 1 member from each district.)

Comment [JS3]: Would be adjusted to 9 total members; 8 of which are voting members.

The ~~Chairperson of the~~ Board of Supervisors may, upon recommendation or consent of the PARKS AND RECREATION BOARD, remove any member of the PARKS & RECREATION BOARD ~~for misconduct or neglect of duty.~~

Section 4.

Vacancies occasioned by removal, resignation, or otherwise shall be reported to the Board of Supervisors, who will appoint an individual to fill the unexpired term of office.

Section 5.

PARKS & RECREATION BOARD members shall serve without monetary compensation. Members shall be reimbursed for travel and subsistence to conferences and workshops. Such reimbursement will be made in compliance with the general policies of Fluvanna County.

ARTICLE IV
Officers

Section 1.

The officers of the PARKS & RECREATION BOARD shall be a Chairperson and a Vice-Chairperson. The officers shall be elected at the organizational meeting in July to serve one (1) year or until a successor shall be elected.

Section 2.

The Chairperson shall preside at all meetings, sign official papers, appoint committees, call special meetings when he/she deems it advisable, and perform all such duties as are properly delegated.

Section 3.

The Vice-Chairperson of the PARKS & RECREATION BOARD, in the absence of the Chairperson, shall perform all duties of the Chairperson, ~~shall perform all duties of the Chairperson.~~ In the absence of both the Chairperson and the Vice-Chairperson, the PARKS & RECREATION BOARD shall elect a Chairperson Pro Temp who shall perform the duties of the Chairperson. The Vice-Chairperson shall be charged with the responsibility to see that all standing and temporary committees function as planned by the PARKS & RECREATION BOARD.

Comment [JS4]: DELETE; Already have this stated.

Section 4.

The PARKS & RECREATION BOARD shall adopt by-laws, rules and regulations governing its procedure and consistent with the provisions of the State laws and the approved policies as set forth by the Fluvanna County Board of Supervisors.

ARTICLE V
Meeting

Section 1.

A regular meeting normally shall be held the second Tuesday of every other month during the year.

Section 2.

Special meetings may be called by the Chairperson or on the written request of at least two (2) members. The time and place for the meeting shall be designated by the Chairperson.

Section 3.

Any member absent two (2) or more meetings in one year may be removed from the PARKS & RECREATION BOARD.

Section 4.

The first regular meeting in July of each year shall be called the organizational meeting. The purpose of this meeting shall be the election of officers, the presentation of the annual report, reviewing the inventory report, and other business that may need to come before the group. The fiscal year of the PARKS & RECREATION BOARD shall conform to that of the governing body of Fluvanna County.

Section 5.

A simple majority 5 (~~6~~) of the membership shall constitute a quorum.

Section 6.

All meetings are open to the public. The Board is committed to the active involvement of all citizens regardless of race, color, sex, age, religion, national origin, or veteran status.

Section 7.

Meetings shall be conducted in accordance with procedures prescribed in the by-laws and decisions reached only after full consideration and debate on the issue in question.

Section 8.

The following shall be the normal order of business of the PARKS & RECREATION BOARD:

ORDER OF BUSINESS

- a. Call to Order
- b. Public Comment
- c. Consideration of minutes
- d. Old Business
- e. Reports of standing committee
- f. Reports of special committee
- g. Report of the Parks & Recreation Director
- h. Petition and communications
- i. New business
- j. Other business
- k. Adjournment

ARTICLE VI

Duties and Responsibilities of the Board

Section 1.

The PARKS & RECREATION BOARD shall determine and establish the general policies to be followed in carrying out the purpose for which the PARKS & RECREATION BOARD was established.

Section 2.

The PARKS & RECREATION BOARD shall advise the acceptance by the County of any grant, gift, bequest or donation, any personal or real property offered or made available for

recreational purposes and which is judged to be of present or possible future use for recreation or parks.

Section 3.

The PARKS & RECREATION BOARD shall recommend to the Fluvanna County Board of Supervisors a Director of Parks & Recreation.

Section 4.

The PARKS & RECREATION BOARD shall interpret the recreation and park services of the Department to the community and relay the needs and desires of the community to the Board of Supervisors.

Section 5.

The PARKS & RECREATION BOARD shall have no authority to enter into any contract or incur any obligation binding the governing body of Fluvanna County.

Section 6.

The PARKS & RECREATION BOARD shall review and provide feedback on the annual budget and CIP to the Parks and Recreation department.

Section 7.

The PARKS & RECREATION BOARD shall make reports to the governing body at such times as may be requested or deemed proper.

**ARTICLE VII
Amendments**

The by-laws may be amended by a two-thirds vote of the voting members of the PARKS & RECREATION BOARD. A thirty-day notice must be given to the members of the PARKS & RECREATION BOARD. The Fluvanna County Board of Supervisors must approve the revised bylaws.

APPROVED BY:

Date

Chairperson, Board of Supervisors

Date

Chairperson, Parks & Recreation Advisory Board

Rvs/d _____
Ap/Dn _____
Tbl/Cnt _____
Ltr/CC _____
F'd In _____



Capital Reserve Maintenance Fund Request

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to: repair the roof structure, flashing, coping block, insulation material and existing decking at the School Board Office.

Section 1 - REQUEST

Requesting Department/Agency	Dept/Agency Contact	Date of Request
Fluvanna County Public Schools	Chuck Winkler	12-7-15
Phone	Fax	Fiscal Year
434-589-8208	434-589-2248	FY16

Reserve Fund Purpose Category: Unexpected facility repairs or replacements

Description of Project/Repair	Qty	Unit Price	Total Price
Roof structure repair and TPO install, repair decking and remove damaged in-	1	\$90,000.00	\$90,000.00
Total Request:			\$90,000.00

Description and justification for proposed use.
 The roof on the School Board Office has several leaks causing more damage within the structure and mold issues throughout the building. Many of these leaks are caused by damage to the coping block, non-functioning or damaged flashing and gutters.

Department/Agency Head Name	Signature Chuck Winkler <small>Digitally signed by Chuck Winkler DN: cn=Chuck Winkler, o=Fluvanna County Public Schools, ou= email=chuckw@fluvannacounty.org, c=US Date: 2015.12.07 09:18:36 -05'00'</small>	Date 12-7-15
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>EDahl</i> <small>Digitally signed by Eric Dahl DN: cn=Eric Dahl, o=County of Fluvanna, ou=Finance Department, email=edahl@fluvannacounty.org, c=US Date: 2015.12.07 10:42:00 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>SMN</i> Steven M. Nichols 2015.12.07 13:20:39 -05'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:

Provide \$35,000.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Major equipment replacement & repairs to the Carysbrook Sewage Pump Station, including replacement of both grinder pumps, the rail & mounting system, base elbows, guide plates, discharge piping and the duplex pump control system.

Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW16-004		Dept / Agency Contact: Wayne Stephens	Date of Request: Dec 16, 2015	
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org		Fiscal Year: FY16
Reserve Fund Purpose Category: Unexpected equipment failure				
Description of Project/Repair	Qty	Unit Price	Total Price	
Major mechanical & electrical replacement/repairs to Carysbrook PS	1	\$35,000.00	\$35,000.00	
			Total Request: \$35,000.00	

Description and Justification for Proposed Use

The Carysbrook Sewage Pump Station was constructed by the County in 1994/95 as part of a sewage collection/conveyance system to serve the Carysbrook Complex. Sewage from facilities at the Complex flows via service laterals to an 8" gravity sewer line which in turn flows to the pump station. Sewage is then pumped to the Carysbrook WWTP. The station has been relatively trouble-free throughout its 20-year life. However, a recent series of equipment failures have resulted in the station being rendered virtually inoperative. In early November, pump failures resulted in a small sewage overflow (+/-15 gallons). The overflow was handled promptly & was reported to the DEQ. The station was brought back on line with 1 pump out of service and the other working at reduced capacity. Planning/scheduling of replacement pumps was underway when an electrical failure occurred, rendering the remaining pump and the station's control system inoperative. Sydnor Hydro, Inc, has been contracted via emergency procurement to affect the repairs and equipment replacements needed to restore the pump station to service in accordance with State and Federal laws/regulations. The amount of this request is based on their cost proposal.

Department / Agency Head Name: Wayne Stephens, Director of Public Works	Signature <small>Digitally signed by Wayne Stephens DN: cn=Wayne Stephens, email=wstephens@fluvannacounty.org, o=Microsof Date: 2015.12.07 10:42:51 -05'00'</small>	Date 12/07/2015
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <small>Digitally signed by Eric Dahl DN: cn=Eric Dahl, o=County of Fluvanna, ou=Finance Department, email=edahl@fluvannacounty.org, c=US Date: 2015.12.07 13:39:42 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Steven M. Nichols 2015.12.07 13:42:29 -05'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
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Capital Reserve Maintenance Fund Request

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to: purchase and install new clocks for Fluvanna Middle School.

Section 1 - REQUEST

Requesting Department/Agency	Dept/Agency Contact	Date of Request
FCPS Operations	Chuck Winkler	2015/12/08
Phone	Fax	Fiscal Year
434-589-8208	434-589-2248	FY16

Reserve Fund Purpose Category: Other one-time, minor capital projects less than \$20,000

Description of Project/Repair	Qty	Unit Price	Total Price
Synchronized clocks	90	\$110.00	\$9,900.00
Installation kits and parts	90	\$60.00	\$5,400.00
Transmitter\Synch device	1	\$2,000.00	\$2,000.00
Total Request:			\$17,300.00

Description and justification for proposed use.
 The clocks at FMS are either broken or unable to synchronize to a central time system (over 20 years old). The school is need of a new system to maintain an accurate and true daily schedule.

Department/Agency Head Name	Signature	Date
Chuck Winkler	Chuck Winkler <small>Digitally signed by Chuck Winkler DN: cn=Chuck Winkler, ou=FCPS, email=chwinkler@apps.fluco.org, c=US Date: 2015.05.27 11:22:34 -0400'</small>	

Section 2 - REVIEW

Recommended?	County Finance Director	Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>EDahl</i> <small>Digitally signed by Eric Dahl DN: cn=Eric Dahl, o=County of Fluvanna, ou=Finance Department, email=redahl@fluvannacounty.org, c=US Date: 2015.12.09 11:24:52 -0500'</small>	
Recommended?	County Administrator	Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>SMN</i> Steven M. Nichols 2015.12.09 11:27:56 -05'00'	

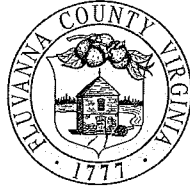
Section 3 - BOARD OF SUPERVISORS

Approved?	Decision Date	Comments
<input type="checkbox"/> Yes <input type="checkbox"/> No		

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Approval of Open Space Contract for Jerry S. and Jean M. Barker.				
MOTION(s):	I move to approve the open space contract for Mr. and Mrs. Barker for Tax Map Parcels 42-10-A, 42-10-B and 42-10-C; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. and Mrs. Barker's executed open space contract -Map of parcels				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 28 day of NOVEMBER, 2015, by and between **Jerry S. & Jean M. Barker**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcels: 42-10-A (9.5879 acres)
42-10-B (11.2764 acres)
42-10-C (9.9261 acres)

Totaling: 30.7904 acres

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

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

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

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

Jerry S. Barker. (SEAL)
Landowner

Jean M. Barker (SEAL)
Co-owner (s)

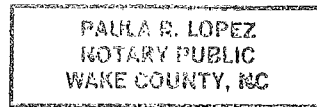
STATE OF ~~VIRGINIA~~ NC
COUNTY OF ~~FLUVANNA, to-wit:~~ Wake

The foregoing instrument was acknowledged before me by

Jerry S. and Jean M. Barker, Landowner (s)

on this 28 day of NOV, 2015.

My commission expires: July 26, 2016



[Signature]
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

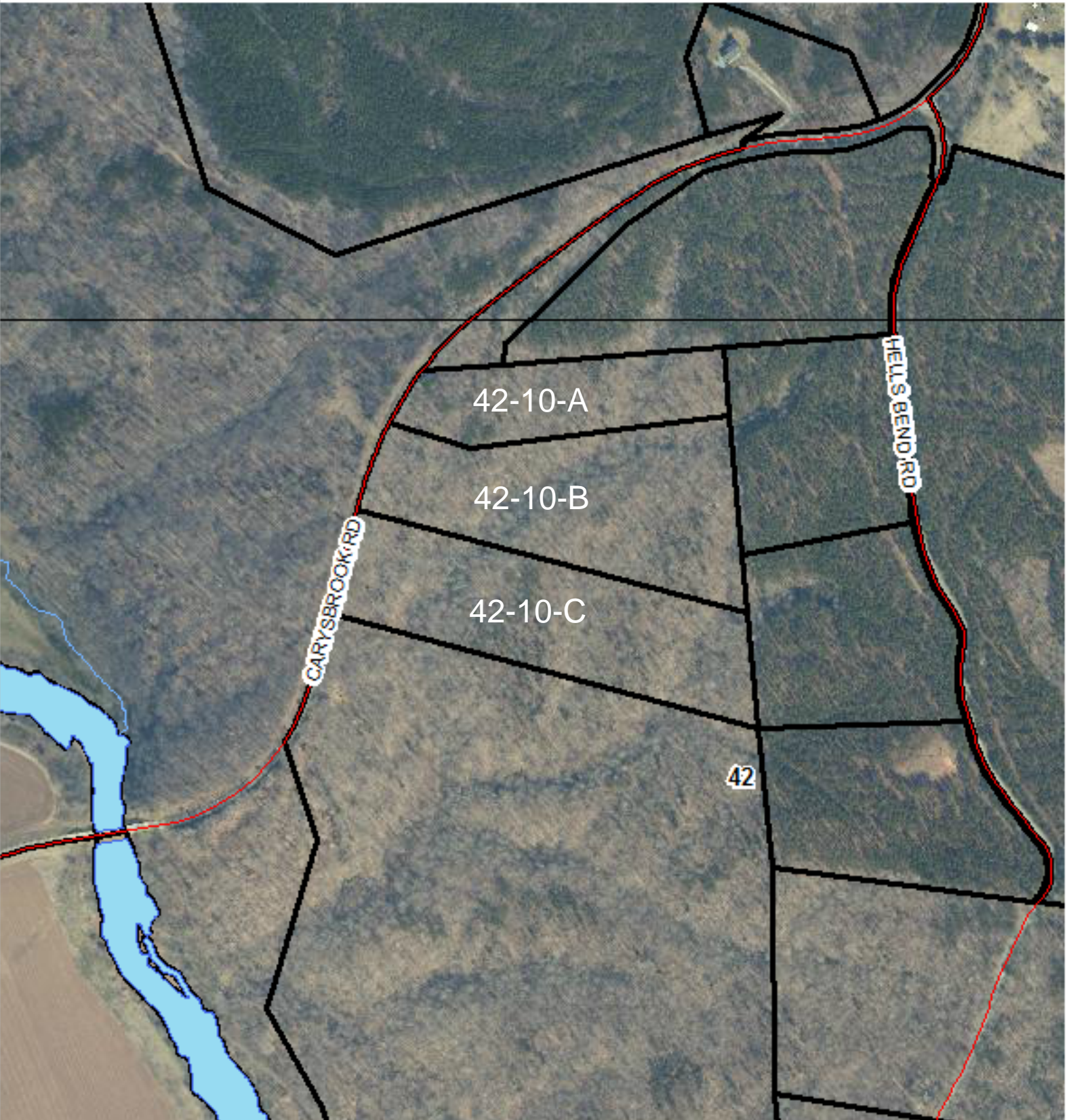
_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public

Tax Map Parcels 42-10-A, 42-10-B and 42-10-C located off of Carysbrook Road in Fork Union.



Scale: 1:9027.977411

Date: 12/08/2015

Printed By: Commssioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Approval of Open Space Contract for Jerry Goodson.				
MOTION(s):	I move to approve the open space contract for Mr. Jerry Goodson for Tax Map Parcels 10-A-12E and 10-A-12F; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. Jerry Goodson's executed open space contract -Map of parcels				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 25th day of Nov., 2015,
by and between Jerry Goodson, party(ies) of the first part, hereinafter called the Grantor,
and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of
Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

1. This agreement shall apply to all the following described real estate:
Tax Map Parcels: 10-A-12E (3.741 acres of 5.741 total acres)
10-A-12F (16.842 acres of 18.842 total acres)
Totaling: 20.583 acres
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

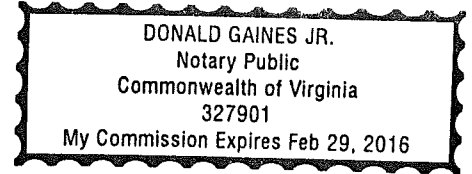
- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying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

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

[Handwritten Signature]

Landowner

(SEAL)



Co-owner (s) (SEAL)

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

The foregoing instrument was acknowledged before me by

JERRY GOODSON, Landowner (s)

on this 25 day of NOV, 2015.

My commission expires: Feb 29 2016

[Handwritten Signature: Donald Gaines Jr.]

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

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

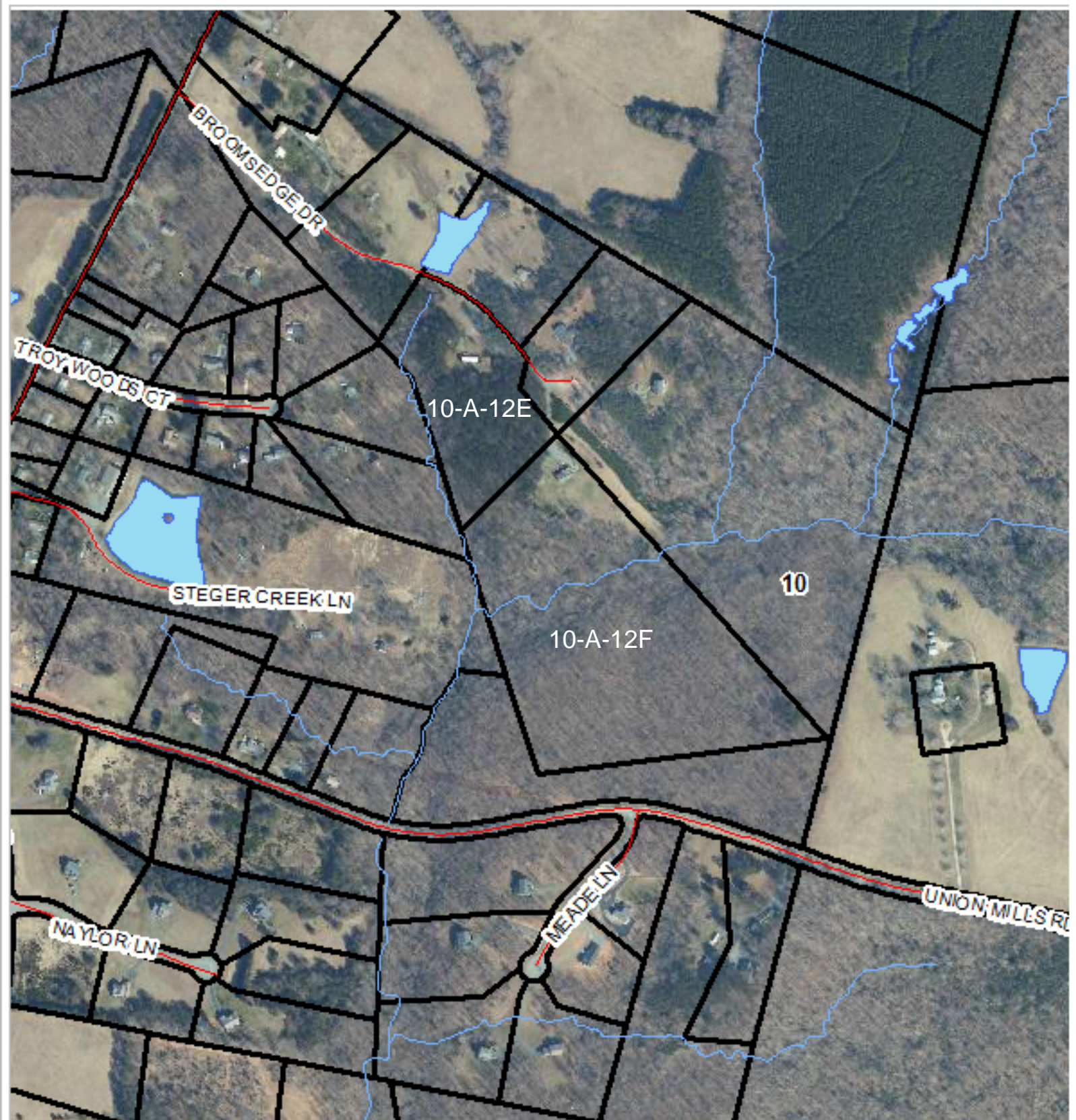
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:9027.977411

Date: 12/08/2015

Printed By: Commssioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Approval of Open Space Contract for James F. May, III.				
MOTION(s):	I move to approve the open space contract for Mr. James F. May, III for Tax Map Parcel 41-A-37; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. James F. May III's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 2 day of December, 2015, by and between **James F. May, III.**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 41-A-37 (12.486 acres)

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

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

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

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

James F. Maye III
Landowner



Co-owner (s) (SEAL)

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

The foregoing instrument was acknowledged before me by

James Maye III, Landowner (s).
on this 2nd day of December, 2015.

My commission expires: 3/31/2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

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

The foregoing instrument was acknowledged before me by

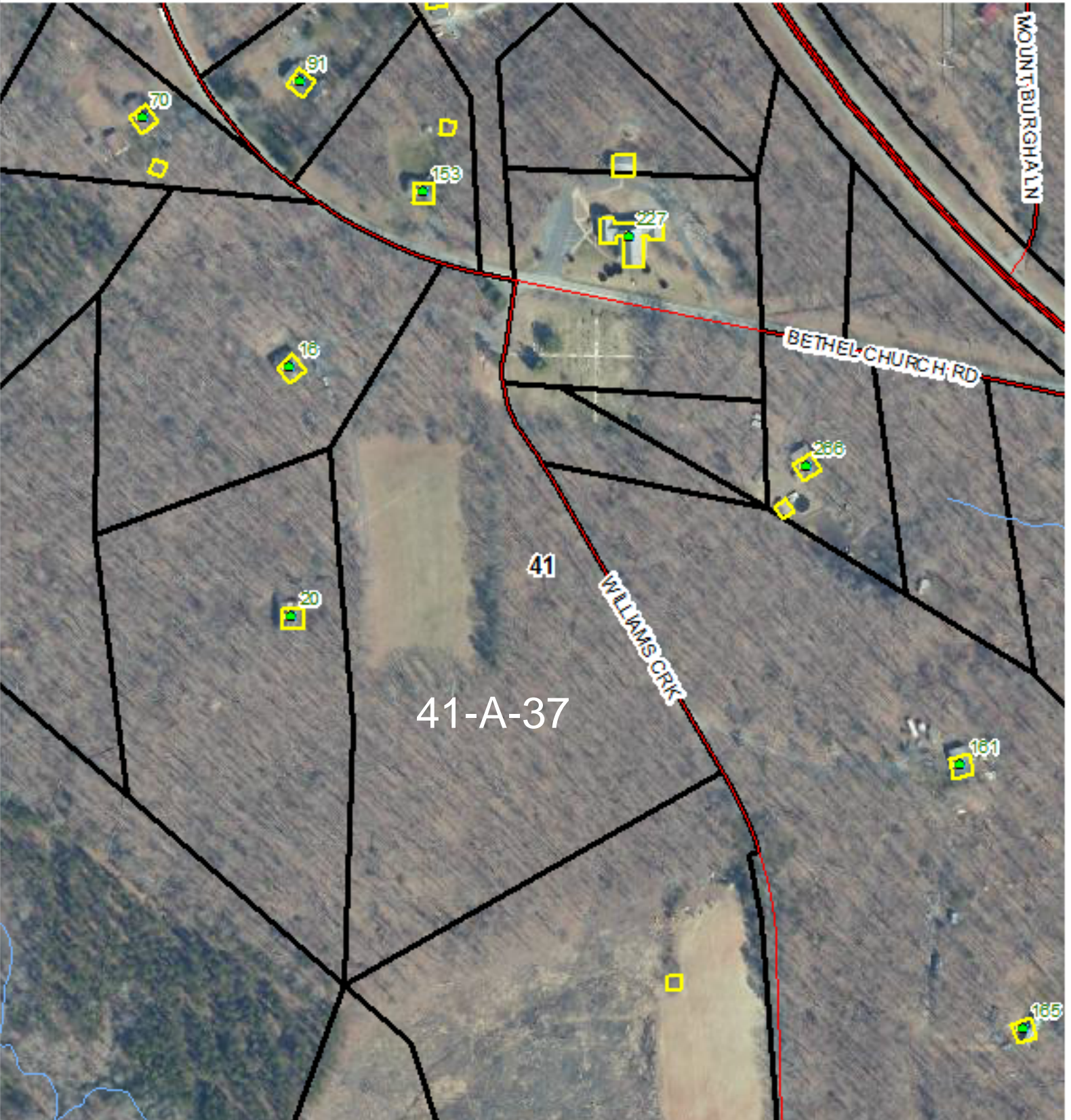
_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public

Tax Map Parcel 41-A-37 located off of Williams Creek and Bethel Church Road in Palmyra



Scale: 1:4513.988705

Date: 12/07/2015

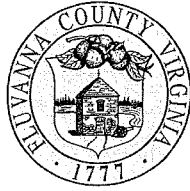
Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Approval of Open Space Contract for Lonnie E. & Dena B. Poore.				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Poore for Tax Map Parcel 60-A-17D; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Poore's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 3rd day of December, 2015, by and between **Lonnie E. & Dena B. Poore**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 60-A-17D (17.032 acres of 19.032 total acres)

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

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

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

Ann E Poore
Landowner

Dena Poore
Co-owner (s)



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

The foregoing instrument was acknowledged before me by
Lannie + Dena Poore, Landowner (s)
on this 3rd day of December, 2015.
My commission expires: 3/31/2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

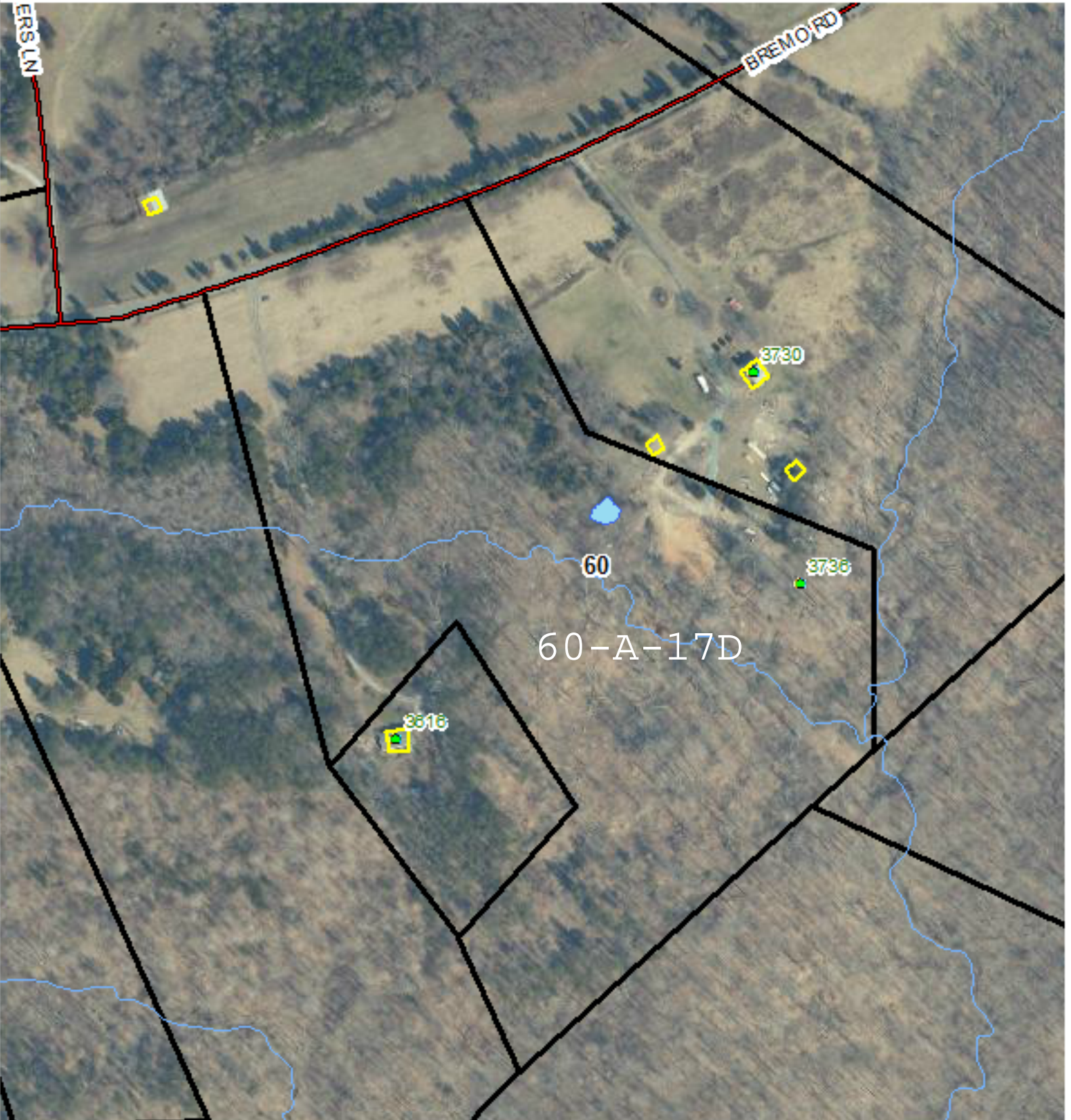
**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

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

Notary Public

Lonnie F. & Dena B. Poore

Tax Map Parcel 60-A-17D located at 3736 Bremo Road, Bremo Bluff, VA 23022



Scale: 1:4513.988705

Date: 12/08/2015

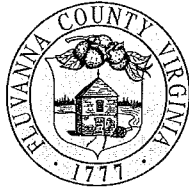
Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

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

Meeting Date: December 16, 2015

AGENDA TITLE:	Approval of Open Space Contract for Sandra & Bobby Mason Taylor.				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Taylor for Tax Map Parcel 11-A-49; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Taylor's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 4 day of December, 2013, by and between Sandra & Bobby Mason Taylor, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

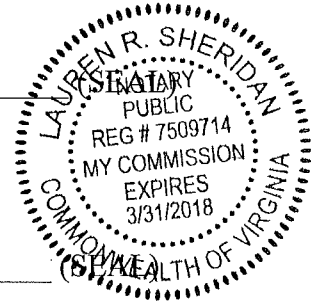
Tax Map Parcel: 11-A-49 (19.98 acres in open space of 21.98 total acres)
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

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

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
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Bobby M Taylor
Landowner

Sandra N. Taylor
Co-owner (s)



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

The foregoing instrument was acknowledged before me by
Bobby + Sandra Taylor, Landowner (s)
on this 4th day of December, 2015.

My commission expires: 3/31/2015

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

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

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator
on this _____ day of _____, _____.

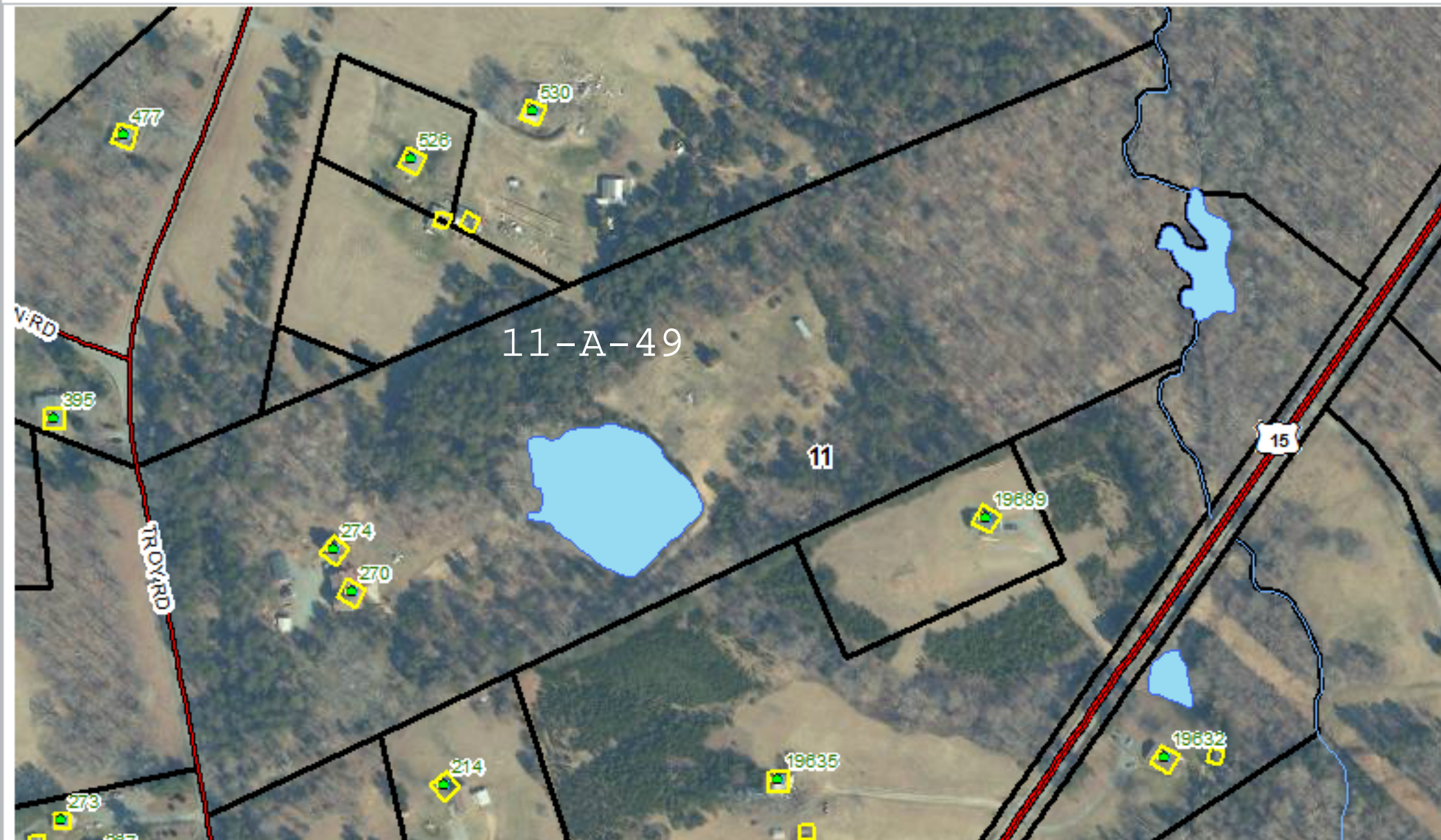
My commission expires: _____

Notary Public



Sandra & Bobby Mason Taylor

Tax Map Parcel 11-A-49 located at 274 Troy Road, Troy, VA 22974



Scale: 1:4513.988705

Date: 12/07/2015

Printed By: Commissioner's Office

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**FLUVANNA COUNTY BUILDING INSPECTIONS
MONTHLY BUILDING INSPECTION REPORT
NOVEMBER 2015**

USE	Nov-14	VALUE	YTD 14	VALUE	Nov-15	VALUE	YTD 15	VALUE	Nov/Diff	VALUE	YTD	
											PERMITS	VALUE
New Homes	4	558,180	78	14,803,298	7	1,336,500	92	18,191,949	3	778,320	14	3,388,651
Duplex	0	0	0	0	0	-	0	-	0	-	0	-
Single Family (Attached)	2	450,000	8	1,200,000	0	-	4	837,000	-2	(450,000)	-4	(363,000)
Adds&Alterations	25	348,500	277	3,018,100	35	295,393	300	8,971,014	10	(53,107)	23	5,952,914
Garages & Carports	1	5,000	8	438,500	0	-	13	267,500	-1	(5,000)	5	(171,000)
Accessory Buildings	0	0	10	137,800	0	-	8	400,839	0	-	-2	263,039
Single Wide MH	0	0	4	113,312	0	-	4	67,488	0	-	0	(45,824)
Swimming Pools	0	0	3	63,674	0	-	5	106,200	0	-	2	42,526
Recreational Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Business Bldgs	0	0	0	-	0	-	1	1,300,000	0	-	1	1,300,000
Industrial Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Other Buildings	1	100,000	4	1,643,385	1	300,000	7	1,708,000	0	200,000	3	64,615
TOTALS	33	1,461,680	392	21,418,069	43	1,931,893	434	31,849,990	10	470,213	42	10,431,921

FEES	Nov-14	PREV TOT	YTD 14	Nov-15	PREV TOT	YTD 15	DIFFERENCE	DIFFERENCE YTD
Building Permits	\$ 9,739.50	103,657.97	113,397.47	\$ 10,380.77	\$ 127,851.78	\$ 138,232.55	641.27	24,835.08
Land Disturb Permits	\$ 2,450.00	26,912.50	29,362.50	\$ 10,450.00	\$ 20,666.25	\$ 31,116.25	8,000.00	1,753.75
Zoning Permits/Proffers	\$ 950.00	44,450.00	45,400.00	\$ 900.00	\$ 16,750.00	\$ 17,650.00	(50.00)	(27,750.00)
TOTALS	\$ 13,139.50	175,020.47	188,159.97	\$ 21,730.77	\$ 165,268.03	\$ 186,998.80	\$ 8,591.27	(1,161.17)

INSPECTIONS	Nov-14	PREVIOUS	YTD 14	Nov-15	PREVIOUS	YTD 15		
	112	1,491	1,603	149	1,786	1,935	37	332


 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: December 16, 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
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
Available:	\$49,370.00

Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Less: Evacuation Chairs and Installation 10.21.15	-\$7,600.00
Available:	\$321,133.00

COUNTY OF FLUVANNA

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MEMORANDUM

Date: December 16, 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
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
*Less: Fire Ladder Truck Replacement 9.16.15	-\$50,000
Available:	\$99,250.00

*Actual amount to be determined, not to exceed \$50,000.