



FLUVANNA COUNTY PLANNING COMMISSION
WORK SESSION AND REGULAR MEETING AGENDA
Fluvanna County Administration Building, Morris Room
May 8, 2018
6:00 PM (Morris Room)
7:00 PM (Morris Room)

TAB AGENDA ITEMS

WORK SESSION

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

B – PLANNING DIRECTOR COMMENTS

C – PUBLIC COMMENTS (Limited to 3 minutes per speaker)

D – WORK SESSION

Home Occupations – Presented by Brad Robinson, Senior Planner

ZTA – Density Updates – Presented by James Newman, Planner

REGULAR MEETING

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

2 – DIRECTOR’S REPORT

3 – PUBLIC COMMENTS #1 (3 minutes each)

4 – MINUTES

Minutes of April 10, 2018

5 – PUBLIC HEARING

SUP 18:02 – Lake Monticello Owners Association – Presented by Brad Robinson, Senior Planner

ZTA 18:04 – BZA Fee – Presented by James Newman, Planner

6 – PRESENTATIONS

None

7 – SITE DEVELOPMENT PLANS

None

8 – SUBDIVISIONS

None

9 – UNFINISHED BUSINESS

None

10 – NEW BUSINESS

2232 Review of Zion Crossroads Water & Sewer Project – Presented by Wayne Stephens, Public Works Director and Jason Stewart, Planning and Zoning Administrator

11 – PUBLIC COMMENTS #2 (3 minutes each)

12 – ADJOURN

Jason Stewart

Planning/Zoning Administrator Review

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

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 Commission wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Commission 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 shall be the judge of such breaches, however, the Commission 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 Commission.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Commission.
 - All questions should be directed to the Chairman. Members of the Commission 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 Commission 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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*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.*



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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To: Fluvanna County Planning Commission
From: Jason Stewart, AICP
Date: May 8, 2018
Re: Planning Director's Report

Board of Supervisors Actions:

April 18, 2018

ZTA 18:02-Telecommunication Facilities Fees: An Ordinance to Amend Chapter 22, Articles 17 and 27 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-17-7, and 22-27-14, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to update the fee schedule for telecommunication facilities.
(Approved 5-0)

May 2, 2018

None

Board of Zoning Appeals Actions:

April 17, 2018

BZA 18:02 Kathleen Sharp: A request for a variance to Fluvanna County Code Sec. 22-4-3.E.3 of the Zoning Ordinance to allow for the reduction of the minimum setback from a private road, from 100 feet to 45 feet, for the purpose of building on the 3.5 acre parcel Tax Map 20, Section A, Parcel 43G. The subject property is located in the Columbia Election District along Thomason Lane approximately 1,700 feet south-east of the intersection with Ridge Road (Route 632). The property is zoned A-1, Agricultural, General. **(Approved 4-0)**

Technical Review Committee for April 12, 2018:

- I. **SUP 18:02 Lake Monticello Owners Association** – A request for a special use permit to construct an outdoor recreation facility, with respect to 6.134 acres of Tax Map 18, Section A, Parcel 38E. The property is located between Bunker Boulevard and South Boston Road (Route 600), approximately 0.1 miles west of the Slice Road gate entrance to Lake Monticello. The parcel is zoned A-1 Agricultural, General and located within the Rivanna Community Planning Area and the Palmyra Election District.

FLUVANNA COUNTY PLANNING COMMISSION
WORK SESSION AND REGULAR MEETING MINUTES
FLUVANNA COUNTY ADMINISTRATION BUILDING, MORRIS ROOM
6:00 p.m. Work Session 7:00 p.m. Regular Meeting
April 10, 2018

MEMBERS PRESENT: Barry Bibb, Chairman
Ed Zimmer, Vice Chairman
Lewis Johnson
Sue Cotellessa
Howard Lagomarsino
Patricia Eager, Board of Supervisors Representative

ALSO PRESENT: Jason Stewart, Planning and Zoning Administrator
Brad Robinson, Senior Planner
James Newman, Planner
Fred Payne, County Attorney
Stephanie Keuther, Senior Program Support Assistant

Absent: None

Open the Work Session: (Mr. Barry Bibb, Chairman)
Pledge of Allegiance, Moment of Silence

Director Comments:
None

Public Comments:
None

Work Session:

ZTA – Density Updates – Presented by James Newman, Planner

James Newman: gave a brief presentation showing different amounts of housing density.

Zimmer: Is 1 unit per 2 acres a by-right density?

Newman: In A-1 you have to have at least two acres per dwelling unit

Eager: And that's with road frontage on a state road? **Newman:** Yes.

Payne: The density is one unit per two acres even though the lot size may be different. The difference is, where I live in Two Rivers the density is less than one unit per two acres even though the lots are about ¾ of an acre, because it's a cluster subdivision. For the one that was just shown the lot size is two acres and the density is two acres. But you could have it be a quarter of that and still have the rest as an open space and still be at a density of two acres even though the lot sizes are small.

Bibb: On Route, 6 going towards Scottsville there's an R-1 there, that most of the time we don't realize. How's that setup?

Newman: For R-1, they're currently at one unit per one acre.

Stewart: Most of those lots are split zoned.

Bibb: The front is R-1 and the back is A-1. **Stewart:** Yes

Bibb: I'm just trying to figure out if the new zoning for the Scottsville planning area will overlap that or not.

Newman: The current density (shown as a table in the presentation), is what zoning states we have to have. The table also shows what the comprehensive plan would like to have.

Payne: To answer your question I don't think it does. I think those properties were rezoned to accommodate existing conditions or something. The lots were non-conforming, and I think that's why they did it.

Cotellessa: Again, to clarify you're talking about quarter acre lots.

Newman: For these particular ones, yes. In Rivanna Community Planning Area, we found it as being an aspirational amount of having it up to six units an acre. This is just shy of that amount at 5.9. This (photograph in the presentation) gives you an overview of what it looks like.

Eager: Are those also family homes? **Newman:** Yes

Payne: Another good example of this is the ones across the bottom (of the photograph) the single-family ones. That density is approximately, what you see in North downtown Charlottesville.

Bibb: What is it over in Belmont, do you know?

Payne: It's about the same, maybe a little bigger.

Cotellessa: The Belmont strikes me as being even closer to quarter acre lots.

Zimmer: But density and lot size are not necessarily a direct correlation.

Payne: They're an inverse correlation.

Zimmer: Yes, but they're not directly inverse. So on this you have a greater density every place there's a triplex and a duplex. And not a 10 or a 9.3 du/acre on the single families but the aggregate. **Payne:** That is correct.

Cotellessa: And in fact, if we're not talking about single family houses or even duplexes, or triplexes if this turns into townhouses or multifamily then your open space is going to be quite a bit more. So it will look very different on the ground.

Payne: One example of that in Fluvanna County is the Marina Pointe development at the lake. That is almost exactly the maximum density. But there's a significant portion that was intended to be developed that can't be developed because it was rezoned or zoned so they couldn't.

Newman: The reason we're discussing this is because right now outside of a PUD the most you can get is R-3 which is 2.9 units per acre. Justin Shimp the developer and engineer had come to you all asking to make 2.9 the by-right amount for R-3 and have upwards of 10 dwelling units per acre for R-3 by special use permit. We're not recommending that we go forward with that particular language. We're just here to show you the different density amounts look like.

Eager: So you would have to have central water and sewer at what point?

Newman: In R-4 if you want to have 2.9 units per 1 acre you need to have water and sewer. Otherwise, in R-4 you can only have 1 unit per 2 acre using a septic and well.

Eager: You can use septic in R-1 too?

Payne: You can but you can't maximize the density.

Stewart: There's a difference in lot sizes.

Newman: It depends if you have well and septic or if you have the centralized water and sewer.

Zimmer: If it's centralized in R-1, you can go to the rural cluster, which is the same density.

Payne: The example of the non-rural cluster is Fox Glen, which was rezoned R-1.

Cotellessa: So your alternative if you have an R-3 piece of land and you want to put 8 dwelling units per acre of density is to rezone to a PUD right. **Newman:** Yes

Cotellessa: So what he's seeking to do is make it a special use permit as opposed to a rezoning.

Stewart: Right now PUD'S are only permitted in the Zion Crossroads CPA.

Zimmer: One thing that makes this confusing is the density is based on the zoning and our aspirations are based on comp plan community areas. Can you have rules that apply to R-4 zoning in the Scottsville comp plan community planning area? In other words, can you have a rule for there that doesn't apply to R-4 zoning in general for the county?

Cotellessa: Anytime you review a rezoning request one of the main things you do is look for consistencies with the comp plan.

Stewart: Ideally, after we have a new comp plan we want to adopt our ordinances to match the comp plan.

Zimmer: I think the greater densities could work at some level. Maybe not public but central water and sewer is an important aspect today. You don't want to have too much density and then not have control over the possible side effects of wells and septic and those kinds of things. Or maybe you have to have some amount of acreage to have those things solve that problem in it and of itself.

Bibb: Is there a way to have zoning such that they have to prove the availability of water on a piece of property when it comes to us, or for an SUP if there's not water available from a centralized system?

Payne: That's actually exactly what came up at Poplar Ridge. That rezoning was conditioned upon compliance with a special use permit for the installation of common utilities, and they couldn't get them.

Bibb: If we had known already that water would not be available would we have had to go through all the stuff we went through with Walkers Ridge and Poplars Ridge?

Payne: That was a debate that this commission and the Board actually had in that instance. If you recall there was a substantial sentiment, particularly on the commission, that you can't have this permit unless you show that you've got the availability for the utilities. The Board was stronger on making a post approval condition.

Zimmer: We did turn it down, mostly it seemed like for that reason it was the final straw. Then the Board approved it with the conditions.

Payne: Another issue is the development by right. One of the proposals I think in the 2002 revision to the zoning ordinance was to require hydrogeological studies for by right subdivisions. So you wouldn't get the "I'm coming in with a 2 acre density subdivision so I've got a by right" and get in there and lo-and-behold they can't find water, can't establish sewer and we didn't have any alternative systems. The board, largely at the insistence of one of the members who was a developer. (**Eager:** Cecil Cobb) **Payne:** Said it's too expensive to do it at that stage. If you get it approved then you know where your lots are, you can get testing done, and you've got money to finance that. And if you can't get it done then you just can't develop the lot. That was the choice the Board made.

Bibb: With what you have listed up there now could another choice be simply allowed for a SUP to increase density in CPA's up to a certain amount.

Payne: I don't know that you could tie it directly to the CPA. You could do something like an SUP. The real question seems to me is not with R-1, it's with R-2 and R-4 and to some extent R-3. If you got a development, what's consciously a development-oriented zone like R-2 or R-4 is our current density reasonable? R-2 for example is only 2 units an acre and that's not much of a development district and it's certainly not practical for anything other than single family detached. R-4 was written for Lake Monticello. So was R-3 at times of twenty-five years apart. When Lake Monticello was being developed, we didn't have a zoning ordinance. I think the historical record would show that R-3 was an attempt to provide planned zoning in the county that would accommodate something like Lake Monticello. The developer wasn't interested and went ahead and developed it without zoning because zoning didn't exist and it wouldn't provide a plan to allow for R-3. You've got to zone it something so the choice was R-1, which really didn't make a whole lot of sense, because nothing in Lake Monticello conforms to R-1. In that same 1992 revision the Lake Monticello came in, complained about it, and said we need a district that accommodates us, so we wrote a district for them that would accommodate them pretty much as they wanted, and then they rejected it. So we ended up writing another ordinance and that's what ended up being the R-4. The R-4 density was really written to pretty much accommodate the single-family parts of Lake Monticello. That's really not a modern development if we're talking about townhouses or whatever. R-4 is kind of minimal.

Bibb: Last month when you were bringing this up there was the multifamily density of 10 du/acre. Was that from Shimp?

Newman: He had wanted to have it so that 2.9 was the by right and you could get a SUP to have up to 10 units. He wanted to go through the SUP process. **Stewart:** He was actually looking at 6-8 du/acre.

Zimmer: Mr. Payne please tell me if I'm wrong, I think our discussions need to center around our comp plan and not what Mr. Shimp wants.

Payne: I agree. I'm not necessarily endorsing his proposal. I am glad however; he brought it up because it means you're thinking about it.

Cotellessa: The way it typically goes is you have a zoning ordinance that has certain densities allowed in each category and then in your long range vision you look in the comp plan about what you think your densities should be for each area. The way you accomplish that is either by the locality itself going in and rezoning which very rarely occurs, or as developments come in they rezone to match the comp plan and your vision and through that rezoning process you make sure that everything they're doing meets the other visions in the comp plan as well. It seems to me that an SUP process is too light a process for changing the basic underline density of a property. It seems to me if you're going to go towards something that's a little higher density you would call for a rezoning.

Payne: I don't think he's talking about not having a rezoning. I think he's talking about having a rezoning and an SUP.

Zimmer: So much of the percentage of the County is zoned Agricultural. Most anything we have to do is going to have to be rezoned R: 1, 2, 3, or 4, and then he's saying "Ok I can get a bigger density with a SUP".

Cotellessa: But if you set it up from R1, 2, 3, or 4 from any of those zones you can rezone to a PUD, then you've taken care of your density issue if your PUD allows the maximum density in the comp plan.

Payne: You can certainly do that. But one of the things he's brought up and I think he's right is that our conventional district's don't have enough density, at least some of them.

Bibb: Would that include multi family or only single family?

Payne: R4 includes multi family.

Bibb: And that is up to six du/acre.

Bibb: Could you take the R-4 and leave the wording as is and then say up to six per acre with an SUP ?

Payne: Yes, you could do that.

Bibb: For instance in all of that could you require that they have centralized water?

Newman: We already require that.

Bibb: Would that be practical or would that be, you give a by right in an R-4 of the way it is now but with an SUP of up to six or eight whatever its decided on.

Payne: Would it be practical yes. Does it serve our objective for the comp plan for the board and the commission and how the county will develop? If you want low-income quote un-quote affordable housing, in particular if you want affordable rental housing you have to increase the density.

Zimmer: And that's not a bad thing to aspire for even in Fluvanna County because right now there's a block of affordable housing in Columbia that is essentially slums. And I'm not saying we can solve that with this but there is some evidence that maybe there is a lack of affordable housing in Fluvanna.

Payne: Columbia is the perfect example of a development that occurred long before zoning, that created nothing but non-conformity. There's not a single parcel in the former town Columbia that complies with the zoning. And there's probably not one without vacating property lines that could comply.

Eager: How did Sycamore Square get the units it has in front, the attached homes?

Payne: The building type is permitted.

Eager: But what about the density?

Payne: I think it's at 2.9 units an acre.

Stewart: Wasn't that originally supposed to be commercial. **Zimmer:** Yes, I remember that.

Lagomarsino: I think the second set of townhomes were supposed to be commercial.

Eager: So is Sycamore Square townhouses considered affordable?

Payne: There's a lot of different ways to look at affordable housing. If your talking about basic 3 bedroom housing, maybe two bathrooms, that's not affordable housing. The only way that's affordable if there's some sort of subsidy.

Cotellessa: I'm not sure a developer coming in at even six or twelve units per acre is even going to build affordable housing. One of the ways you get affordable housing is you bump the density up to 10, 12, or even 15 units per acre and you require affordable housing as part of the rezoning process.

Payne: That's probably true, I think it may be places in this county where you could have a relatively small parcel say 2 to 2 1/2 acres where you could actually put either multi family or single family attached and add a density that would be conceivably affordable in that small scale. Again, you're talking about a non-planned district because the development cost would be too high.

Eager: Just building the roads is phenomenal. We can go up to five-foot lots on a private road, cluster to me that's the closest we have to affordable housing, possibly.

Payne: If you're at Zion Crossroads, urban Albemarle County or the city of Charlottesville the land itself puts you out of the market for affordable housing. That's where our affordable housing could come in, is if you had like the land down in Scottsville. That land, I don't know what it's assessed at but that could conceivably be a low enough level that the land would not be prohibited to develop at an affordable level. What to do with this is really a policy decision that's up to you all.

Eager: Maybe a place to start is to get some ideas of what raw land is trading for in the county. If you want affordable housing and an acre is \$10,000 or more then you know you have to build a really small home on that acreage.

Bibb: How do you all feel about what I suggested before with leaving R-4 as it is, but have an exception up to 6 or 8 units per acre with a SUP.?

Zimmer: And with sewer and water?

Newman: Yes, if you don't have sewer and water your density is restricted.

Zimmer: We would need to maintain that with this change.

Newman: Section 22-8-3 sub section B is 2.9 du/acre with centralized water and sewer. We could change that number from 2.9 to higher or we could keep it at 2.9 and have it so that you could use a special use permit to get up to 6, 8 or whatever number the commission would like.

Cotellessa: Most of our R-4 zoning is in Lake Monticello, so were talking about properties outside Lake Monticello that would have to be rezoned to R-4 and then get a SUP. So they will have to go through a two-step process.

Payne: One of the things it has is applying R-4 to all or part of the town of Columbia. Of course, that would involve utilities, but I'm not telling you that it's impossible on a small scale, but you want it to be dense to minimize the percentage of the development cost.

Newman: If we rely on density increases by an SUP what is the density number you would like to have?

Bibb: I think a 6 or 8.

Cotellessa: What would be the difference on the ground between R-3 and R-4 with an SUP to 6 dwelling units per acre and a PUD at 6 dwelling units per acre? What would be the difference's on the ground be in terms of the requirements of the builder.

Newman: I would have to look that up.

Cotellessa: That's something you have to look at because obviously the builder is going to make a decision, which way they're going to go even if we have an SUP up to 6. I look at them and wonder which is more advantageous to him and or the county.

Newman: Right now, we only allow PUD's in the Zion Crossroads planning area, outside of that they're not allowed.

Cotellessa: Then do you make a distinction in the R-3 and the R-4 between single family and multifamily?

Payne: You wouldn't need to; you could control that with the SUP.

Cotellessa: We would have to have a set of conditions, standards or criteria for an SUP for this increase in density.

Newman: We will draft something and have it for you next month.

Cotellessa: I think it's important to look at the criteria. The distinction being to that you can put conditions on an SUP that you can't necessarily do on a zoning. So there's pluses and minuses to both directions. I would like to see the amount of control you can have on both of those.

BZA Fees – Presented by James Newman, Planner

James Newman: Gave a brief presentation on Board of Zoning Appeals (BZA) fee schedule.

Open the Regular Session at 7: 00pm (Mr. Barry Bibb, Chairman)

The Pledge of Allegiance followed by a Moment of Silence.

Director’s Report: Mr. Stewart:

Board of Supervisors Actions:

March 28, 2018

- I. **ZMP 17:05 – 2428 Richmond Road LLC** – A request to rezone, from A-1 Agricultural, General to I-1 Industrial, Limited and I-2 Industrial, General, 29.4 acres of Tax Map 4, Section A, Parcel 27. The property is located along Richmond Road (U.S. Route 250), approximately 0.16 miles west of the intersection of Zion Road (State Route 627) and Memory Lane (State Route 698). The parcel is within the Zion Crossroads Community Planning Area and the Palmyra Election District. **(Denied 5-0)**
- II. **SUP 18:01 – Amber Hill LLC** – A request to establish a Salvage and scrap yard with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A. The property is zoned I-2 (Industrial, General) and located along Memory Lane (State Route 698), approximately 0.35 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is within the Rural Residential Planning Area and the Palmyra Election District. **(Approved 5-0)**

April 4, 2018

None

Board of Zoning Appeals Actions:

None

Public Comments:

None

Approval of Minutes

Minutes of March 13, 2018

Motion:

Lagomarsino made a motion to approve the minutes of March 13, 2018 Planning Commission meeting as presented. Seconded by Zimmer. The motion was approved with a vote of 5-0 AYE: Cotellessa, Johnson, Bibb, Zimmer, and Lagomarsino. NAY: None ABSTAIN: None ABSENT: None

Public Hearing:

ZTA – Telecom Fees – Presented by James Newman, Planner

Current issues:

- 3 different fees listed for telecomm applications:
- 22-17-7. Fees: \$1,500 plus \$5,500 with consultant review
- 22-17-14. Fees for supplemental review: third party review is \$4,000
- Current application: \$900 for consultant review (*The Atlantic Group* has replaced *Cityscape* as our reviewer).

Possible Solution:

Amend ordinance to change fee.

Proposed fee for new towers is:

- Special Use Permit, plus
- Site Development Plan, plus
- Mailing costs, plus
- Consultant Review fee (\$3,200)

Proposed fee for collocation/addition to/ modification of existing towers is:

- \$550 (cost of a minor site plan), plus
- Mailing costs, plus
- Consultant review fee (\$900)

Amending Sec 22-17-7 language to read:

Telecommunications Towers

~~\$1,500.00 plus mailing costs~~
~~\$5,500.00 w/consultant review~~
\$550 for collocation, modification,
or addition, plus consultant review
fees as set by contract from time
to time, plus mailing costs

New towers require a Special Use
Permit, a Site Development Plan,
plus consultant review fees as set
by contract from time to time, plus
mailing costs

Amending Sec 22-27-14 language to read:

Where the county deems it appropriate because of the complexity of the methodology or analysis required to review an application for a wireless communication facility, the county may require the applicant to pay for a technical review by a third party expert, selected by the county, the costs of which ~~\$4,000.00~~ shall be borne by the applicant, and be in addition to other applicable fees. ~~Site plan review for antenna element replacements only may be reduced to \$1,800.00 provided the applicant meets all the requirements for an antenna element replacement. If however, during the antenna element replacement site review it is determined the request does not meet the definition of an antenna element replacement, then review of the application will cease until the correct fee and correct plans are submitted.~~ Further, if additional information is needed to evaluate the applicant’s request, the applicant, shall make such additional information available as the county might reasonably request. (Ord. 9-21-11)

Public Comments:

None

Cotellessa: I noticed on the Transactions User Report that there are two SUP's for telecommunication tower, and telecommunication tower consultant review fee each, which are listed at \$900.00. I wondered how those fees were derived; they don't seem to match up with any of these numbers and I wasn't sure.

Newman: It may be a categorization issue with how we take fees. We are working with a new system: EnerGov. Those listed were only for tower co location, modifications, or additions, which is in line with the \$900.00 fee. We have not received any SUP for a new tower in quite some time. The \$900.00 fees that are on the report are correct.

Cotellessa: As of the current ordinance, not the new proposal?

Newman: Based on what our third party reviewer *The Atlantic Group* charges. They only charge \$900 so that's what we've collected.

Cotellessa: So for others we've been collecting \$900 even though the ordinance said \$4,000. **Newman:** Yes

Payne: This whole discussion was triggered by a complaint that was by one of the tower companies that wanted to put additional equipment on an existing tower. Obviously, they needed to have an engineer study the tower to tell them it's good enough to do it. That is apparently a simple thing. Our consultant at the time was going to charge \$4,000 for it. The complaint was you need to put in something that reflects the actual cost of the review.

Cotellessa: At that point, that consultant's fee was \$4,000

Newman: When that was written yes, but now we have different consultants that have their own fee schedule.

Motion:

Cotellessa moved that the Planning Commission recommend approval of ZTA 18:02, to amend Chapter 22, Article 17 and Article 27 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-17-7, and 22-27-14, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to update the fee schedule for telecommunication facilities. Seconded by Johnson. The motion was approved with a vote of 5-0 AYE: Cotellessa, Johnson, Bibb, Zimmer, and Lagomarsino. NAY: None ABSTAIN: None ABSENT: None

PRESENTATIONS:

2017 Development Activity Report – James Newman, Planner

James Newman: Gave a brief presentation on the 2017 Development Activity Report. The DAR allows land use comparisons and trends to be seen over a 15-year span, which provides important clues for future needs, such as new school bus routes and traffic systems. This report reflects the outcome of development by Election District and Land Use Planning Area, and evaluates Fluvanna County's preservation initiatives.

Motion:

Zimmer made a motion to approve the 2017 Development Activity Report. Seconded by Lagomarsino to include the corrections on pages 53 & 55 to amend the year from 2016 to 2017 the motion was approved, subject to two changes, with a vote of 5-0 AYE: Cotellessa, Johnson, Bibb, Zimmer, and Lagomarsino. NAY: None ABSTAIN: None ABSENT: None

Site Development Plans:

None

Subdivisions:

None

Unfinished Business:

None

New Business:

BZA Fees – Presented by James Newman, Planner

MOTION:

Cotellessa moved that the Fluvanna County Planning Commission direct staff to initiate a Zoning Text Amendment to amend "Section 22-17-7 Fees", to amend the fees for applications to the Board of Zoning Appeals, and to schedule a future public hearing for formal Planning Commission consideration and recommendation to the Board of Supervisors. The public purpose of these amendments is to bring fees in line with costs.

Seconded by Lagomarsino. The motion was approved with a vote of 5-0 AYE: Cotellessa, Johnson, Bibb, Zimmer, and Lagomarsino. NAY: None ABSTAIN: None ABSENT: None

Public Comments:

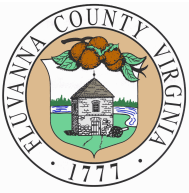
None

Adjourn:

Chairman Bibb adjourned the Planning Commission meeting of April 10, 2018 at 7:17 pm.

Minutes recorded by Stephanie Keuther, Senior Program Support Assistant.

Barry A. Bibb, Chairman
Fluvanna County Planning Commission



TRANSACTIONS BY USER REPORT (04/01/2018 TO 04/30/2018) FOR FLUVANNA COUNTY PLANNING DEPARTMENT

Selected Users: Stephanie Keuther

Invoice #	Fee Name	Transaction Date	Transaction Type	Payment Method	Paid Amount
Stephanie Keuther					
BR18-0142					
INV-00000183	2% State Surcharge	04/06/2018	Fee Payment	Check #16295	\$17.54
	E&S: Single Family, \$125 per lot	04/06/2018	Fee Payment	Check #16295	\$125.00
	Electrical: Base fee	04/06/2018	Fee Payment	Check #16295	\$45.00
	Electrical: Per SqFt	04/06/2018	Fee Payment	Check #16295	\$170.46
	HVAC: Residential (Use Groups R5) - each system	04/06/2018	Fee Payment	Check #16295	\$90.00
	New 9-1-1 Address Fee	04/06/2018	Fee Payment	Check #16295	\$90.00
	One/two fam. dwelling, R5, finished living space	04/06/2018	Fee Payment	Check #16295	\$421.74
	Plumbing flat fee	04/06/2018	Fee Payment	Check #16295	\$30.00
	Plumbing, per fixture	04/06/2018	Fee Payment	Check #16295	\$120.00
	Zoning Permit: \$100.00 Primary Structures	04/06/2018	Fee Payment	Check #16295	\$100.00
BZA18:0002					
INV-00000059	Sign Deposit for Public Hearing	04/23/2018	Refund	Check #0	(\$90.00)
ER18-0129					
INV-00000182	2% State Surcharge	04/06/2018	Fee Payment	Check #7096	\$0.90
	Electrical: Base fee	04/06/2018	Fee Payment	Check #7096	\$45.00
Misc Fee					
INV-00000205	Copy of Ordinances	04/19/2018	Fee Payment	Cash	\$30.00
		04/19/2018	Fee Payment	Cash	\$30.00
SUB18:0010					
INV-00000176	Subdivision: Family	04/03/2018	Fee Payment	Check #2406	\$200.00
	Subdivision: GIS Fee (per lot)	04/03/2018	Fee Payment	Check #2406	\$200.00
SUB18:0011					
INV-00000198	Subdivision: Family	04/18/2018	Fee Payment	Check #1605	\$200.00
	Subdivision: GIS Fee (per lot)	04/18/2018	Fee Payment	Check #1605	\$100.00
SUB18:0012					
INV-00000219	Subdivision: Ordinance of Vacation	04/23/2018	Fee Payment	Check #6344	\$225.00
SUB18:0013					
INV-00000221	Subdivision: Family	04/23/2018	Fee Payment	Check #2020	\$200.00
	Subdivision: GIS Fee (per lot)	04/23/2018	Fee Payment	Check #2020	\$100.00
SUB18:0014					
INV-00000222	Subdivision: GIS Fee (per lot)	04/23/2018	Fee Payment	Check #1379	\$100.00
	Subdivision: Minor	04/23/2018	Fee Payment	Check #1379	\$500.00
SUP18:0001					
INV-00000046	Sign Deposit for Public Hearing	04/04/2018	Refund	Check #0	(\$90.00)
SUP18:0002					
INV-00000173	Sign Deposit for Public Hearing	04/03/2018	Fee Payment	Check #006387	\$90.00
	Special Use Permit	04/03/2018	Fee Payment	Check #006387	\$800.00

TRANSACTIONS BY USER REPORT (04/01/2018 TO 04/30/2018)

Invoice #	Fee Name	Transaction Date	Transaction Type	Payment Method	Paid Amount
STEPHANIE KEUTHER				TOTAL CASH:	\$60.00
				TOTAL CHECK:	\$3,970.64
				TOTAL REFUND:	(\$180.00)
				NET TOTAL:	\$3,850.64
GRAND TOTALS				TOTAL CASH:	\$60.00
				TOTAL CHECK:	\$3,970.64
				TOTAL REFUND:	(\$180.00)
				NET TOTAL:	\$3,850.64

CODE COMPLIANCE VIOLATION STATISTICS

April - 2018

Scott B. Miller, CZO, Code Inspector, Building Site Inspector

Case No.	Tax Map Number	Property Owner	Address	Date of Complaint	Violation Type	Status*	Deadline	District
1611-01	18-(A)-25B	Stevens, Roger	Thomas Farm La. (Vacant)	11/3/2016	Junk/Inoperable Vehicle	Court Agreement 4/05/2018	6 months to abate 11/05/2018	Palmyra
1709-03	4-(A)-114	Herrion, Vernon L.	15 Blue Ridge Dr.	9/20/2017	Violation of SUP 04-10	Permit Pend	05/20/2018	Palmyra
1710-01	43-(A)-39	Partusch, Brian D.	4855 Stage Junction Rd.	10/17/2017	Improper Use - Junkyard	Extended (15 vehicles Removed)	05/17/2018	Columbia
1801-05	36-(A)-97	Patterson, Hilton & Carolyn	1404 West River Rd.	01/26/2018	Junk/Debris	Extended	05/26/2018	Cunningham
1802-03	4-(A)-27	2428 Richmond Road, LLC.	2428 Richmond Rd.	02/14/2018	Improper Use	Pending	05/15/2018 BZA	Palmyra
1802-04	36-(A)-92B	Audrey H. Davis, Et Als.	100 Ridgecrest La.	02/21/2018	Junk/Debris	Cleared	n/a	Cunningham
1803-01	4-(12)-1	Meredith, White Et Al	251 Country La.	03/02/2018	Inoperable Vehicles	Extended	05/02/2018	Palmyra
1803-03	30A-(A)-5	Vaughan, Brian K. & Andrea	316 Main St.	03/12/2018	Junk/Debris	Cleared	n/a	Palmyra
1804-01	4-(17)-2	Preston, Jessie Lynn	1322 Oliver Creek Rd.	04/09/2018	Trash/Junk/Debris	Extended	05/09/2018	Palmyra
1804-02	40-(A)-64A	Nelson, Frederic & Deann	1860 Haden Martin Rd.	04/09/2018	Inoperable Vehicles	Extended	05/09/2018	Fork Union
1804-03	4-(A)-109A	Bahr, Kenneth	3180 Richmond Rd.	04/10/2018	Violation of SDP 06-009	Pending	05/17/2018	Palmyra
1804-04	4-(A)-99	Bahr, Kenneth	2969 Richmond Rd.	04/10/2018	Violation of ZMP 08-004	Pending	05/17/2018	Palmyra

STATUS DEFINITIONS*

Board - Case is pending Board Approval	Court Pending - Summons to be issued	Permit Pending - Applied for Permit to Abate Violation
Cleared - Violation Abated	Extended - Extension Given/Making Progress to Abate Violations	Rezoning - Property is in Rezoning Process
Court - Case is before Judge	Pending - Violation Notice Sent	SUP Pending - SUP Application made to Abate Violation

MISCELLANEOUS ACTIONS / TASKS

Biosolids Applied and Signs Displayed (Total – 37 Sites)

Compliance with Tenaska Virginia Sound Levels 04/17/2017

Signs Removed From Public Rights-Of-Way (Total – 42)

Placed and removed "Public Hearing Signs" as needed

Deliver packets to BOS, PC Members and Library

Code Enforcement Officer assaulted by constituent 04/10/2018, warrant served, General District Court Arraignment 05/01/2018



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

STAFF REPORT

To: Fluvanna County Planning Commission
Case Number: SUP 18:02
Tax Map: Tax Map 18, Section A, Parcel 38E

From: Brad Robinson
District: Palmyra
Date: May 8, 2018

General Information: This request is to be heard by the Planning Commission on Tuesday, May 8, 2018 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

Applicant: Lake Monticello Owners Association (LMOA)

Owner: Gina C. Pervall et al

Representative: Jim Boyd, Grimm + Parker Architects

Requested Action: Request for a special use permit to establish an outdoor recreation facility with respect to 6.134 acres of Tax Map 18, Section A, Parcel 38E. (Attachment A)

Location: The property is located between Bunker Boulevard and South Boston Road (Route 600), approximately 0.1 miles west of the Slice Road gate entrance to Lake Monticello. The parcel is within the Rivanna Community Planning Area and the Palmyra Election District.

Existing Zoning: A-1, Agricultural, General (Attachment B)

Existing Land Use: Vacant (Attachment C)

Planning Area: Rivanna Community Planning Area

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

Zoning History: None

Comprehensive Plan:

Land Use:

The Comprehensive Plan designates this property as within the Rivanna Community Planning Area. According to this chapter, *“The Lake Monticello area of Fluvanna County has grown rapidly in recent years. As the Lake approaches build-out, its proportion of the county’s growth has diminished, although the area surrounding the Lake still sees robust growth. The private Lake Monticello community has a dominant presence in this part of the county, and a significant number of residents live close by. Lake Monticello and the surrounding area make up most of the Rivanna District and a portion of the Cunningham and Palmyra Districts of Fluvanna County.”* This chapter also states *“The desirable form of growth at the ‘Lake gates’ is neighborhood mixed-use. Beyond the gates, growth should be neighborhood residential development.”*

Parks and Recreation:

According to this chapter, *“Recreational opportunities are vital to the health and well-being of Fluvanna’s citizens.”* Lake Monticello *“offers a wide array of recreational opportunities for its residents”* and *“has a summer pool, tennis courts, an eighteen-hole golf course (open to public play), playgrounds, picnic facilities, and a sports field. The lake’s amenities serve nearly 40 percent of the county’s residents.”*

Analysis:

This is a special use permit application for a new golf course maintenance building. The existing maintenance building has become too small for the needs of the Lake Monticello Owners Association. The proposed building will be constructed in a new location within Lake Monticello and allow consolidation of two buildings. The existing maintenance building will either be repurposed or demolished.

The subject use is classified as an “outdoor recreation facility” and defined in the Zoning Ordinance as *“Predominantly participant uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, golf courses, driving ranges, tennis courts, motorized cart and motorcycle tracks, paintball facilities, swimming pools, athletic ball fields.”* Although the proposed building is associated with the golf course and similar to an accessory building, it is proposed on vacant property currently not within Lake Monticello and will not be subordinate to a use on the same lot. Outdoor recreation facilities are permitted by special use permit in the A-1 zoning district and are subject to an approved site development plan. The detail of the site development plan that is required is at the discretion of the Director of Planning, and many times the sketch plan provided with the SUP application is sufficient.

In accordance with the concept plan, the project will consist of a 6,473 sq. ft. building with parking area and a concrete pad for gasoline tanks. The building will include space for an office, garage, and storage area for equipment. The property is currently undeveloped and completely wooded. The concept plans shows vegetation will be cleared only for the portion of the property that will contain the proposed building and parking area. The remainder of the property will remain wooded and no other buildings or additional expansion are planned or anticipated at this time per the applicant.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The subject property is located within the Rivanna Community Planning Area and adjacent to the Lake Monticello residential community. The proposed use will complement the golf course which is integrated into this community and situated amongst residential uses. The character of the area is expected to remain unchanged.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

Outdoor recreation facilities are allowed by a special use permit in the A-1 district. By-right uses that are similar, in operation or size of structures, to this application may include public parks and recreational areas, public uses and accessory uses. The subject property is located near an area of the county that is planned for additional growth.

Sec. 22-1-2 of the zoning ordinance states its purpose is “*to facilitate the creation of a convenient, attractive and harmonious community*” as well as “*to protect against over-crowding of land*”. Additionally, the zoning ordinance encourages “*economic development activities*”. This request would permit business expansion and potential to generate more revenue.

(Attachment D)

Neighborhood Meeting:

There were no attendees for this item at the April 11, 2018 Neighborhood Meeting.

Technical Review Committee:

The following comments were generated from the April 12, 2018 Technical Review Committee meeting:

1. Planning staff had the following questions:
 - How were setback requirements determined? The minimum setbacks shown on the concept plan do not correspond to the A-1 zoning of the property.
 - Where will the portable storage buildings be located?
 - Is any future expansion or additional phase proposed?
 - Will the parking area be paved?
 - Will the property also be rezoned to match the zoning of other common areas within Lake Monticello?

2. Chamber of Commerce had no comments.
3. Department of Forestry had no comments.
4. Erosion and Sediment Control did not have any comments.
5. Fire Chief requested a hydrant be installed on Bunker Blvd. near the entrance to the facility. Either side of Bunker is acceptable due to location of main water line. The nearest hydrant is over 1,000 feet away.
6. Health Dept. had no comments.
7. Sheriff's Office had no comments.
8. VDOT has not provided any comments at the date of this letter. The property is not located on a state-maintained road.

Please note that several of the items or questions above from Planning staff have been addressed on a revised concept plan submitted by the applicant.

(Attachment E)

Conclusion:

The Planning Commission should consider any potential adverse impacts, such as traffic entering and exiting the property, noise, dust, vibration, or visual clutter, and whether the minimum requirements of the ordinance will effectively mitigate these impacts. The Planning Commission can recommend conditions to ensure the proposed use will not be detrimental to the character and development of the adjacent area.

Recommended Conditions:

If approved, Staff recommends the following conditions:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
2. Any lighting shall not be directed toward adjacent properties and comply with Article 25 of the Fluvanna County Code.
3. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
4. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
5. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

Suggested Motion:

I move that the Planning Commission recommend approval/denial/deferral of SUP 18:02, a request to establish an outdoor recreation facility with respect to 6.134 acres of Tax Map 18, Section A, Parcel 38E, [if approved] subject to the five (5) conditions listed in the staff report.

Attachments:

- A – Application and APO letter
- B – Zoning Map
- C – Aerial Vicinity Map
- D – Applicant’s site plan
- E – TRC comment letter

Copy: Jim Boyd, Grimm + Parker via email – jboyd@gparch.com
Angela Cooke, Lake Monticello Owners Assoc. via email – acooke@lmoa.org
File



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Special Use Permit (SUP)

Loraine Martin Pervall, et al. (deceased)
 c/o Gina C. Pervall, representative of the Estate
 of Laraine Martin Pervall

Owner of Record: _____ **Applicant of Record:** Lake Monticello Owners Association

E911 Address: 2903 St. Regis Way; Mitchelville, MD 20721 **E911 Address:** 41 Ashlawn Blvd, Palmyra, VA 22963

Phone: _____ **Fax:** _____ **Phone:** 434 589-6263 **Fax:** _____

Email: _____ **Email:** acooke@lmoa.org

Representative: ATTN: James Boyd
 Grimm + Parker Architects

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

E911 Address: 123 East Main Street, Second Floor; Charlottesville, VA 22902

Phone: 434 270-0147 **Fax:** 434 971-6634

Is property in Agricultural Forestal District? No Yes

Email: jboyd@gparch.com **If Yes, what district:** _____

Tax Map and Parcel(s): 18 A 38E **Deed Book Reference:** book 819 page 251, 255-260

Acreage: 6.134 **Zoning:** A-1 **Deed Restrictions?** No Yes (If 'Yes', attach copy)

Request for a SUP in order to: _____ CONPCT ALTERNATE USE ON THE SITE

*Ten copies of a sketch plan (8.5x11 inches or 11x17 inches) must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

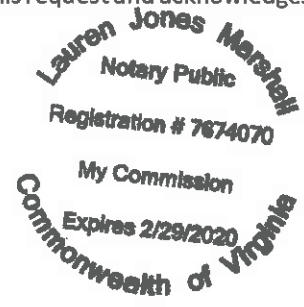
Date: _____ **Signature of Owner/Applicant:** Steven Howard

Subscribed and sworn to before me this 27th day of March, 2018

Notary Public: Lauren Jones Marshall Register # 7674070

My commission expires: 2/29/2020

Certification: Date: _____



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

Office Use Only	
Date Received: <u>4/30/18</u> Pre-Application Meeting:	PH Sign Deposit Received: <u>4/30/18</u> Application #: SUP <u>18</u> : <u>02</u>
<u>\$800.00</u> fee plus mailing costs paid: <u>✓#006387</u>	Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail
Amendment of Condition: \$400.00 fee plus mailing costs paid:	
Telecommunications Tower fee plus mailing costs paid:	Telecom Consultant Review fee paid:
Election District: <u>Cunningham</u>	Planning Area: <u>Rivanna CPA</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing:
Decision:	Decision:

Fluvanna County Department of Planning & Community Development * Box 540 * Palmyra, VA 22963 * (434)591-1910 * Fax (434)591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org Updated December 5, 2017



Commonwealth of Virginia
County of Fluvanna
Public Hearing Sign Deposit

Name: Lake Monticello Owners Association
Address: 41 Ashlawn Blvd
City: Palmyra
State: Virginia Zip Code: 22963

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

Steven Herring
Applicant Signature

3/27/2018
Date

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

OFFICE USE ONLY

Application #: BZA _____ : CPA _____ : SUP 18 : 02 ZMP _____ : ZTA _____ :

\$90 deposit paid per sign*: adv# 006387 4/30/18 | Approximate date to be returned:

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

The Special Use Permit is being requested to accommodate construction of an outdoor recreation facility/golf maintenance building of approximately 7,000 - 8,000 sf to service the Lake Monticello golf course. There are currently no existing structures or other improvements on this parcel. Additional proposed improvements include a service road to access the maintenance building, parking for staff and visitors, and fencing around the perimeter of the building.

NECESSITY OF USE: Describe the reason for the requested change.

The current Lake Monticello golf maintenance building is too small to accommodate all of the equipment for storage and servicing & maintaining the equipment. We also have an open air pole barn located on the golf course that houses equipment. The intent is to combine the two facilities into one larger building for storage, servicing and maintaining the golf course equipment, so that we may better maintain the golf course. The new proposed building will also reduce energy consumption by utilizing more modern techniques and materials.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

The current Lake Monticello golf maintenance building sits next door to homes in the Lake Monticello community. In fact, the current building sits closer to homes than the proposed new building. The proposed new facility will be fenced and work will be conducted during the daytime to not disturb adjoining property owners.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

The Lake Monticello Golf Course is a semi-private beautiful amenity that is available to non-residents of the County. It serves as the only golf course available to County residents. It attracts residents to make their home in the County, and visit frequently. This proposed building will help improve the maintenance of the golf course which will enhance the appearance and performance of the golf course.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application.
Remarks:

see attached documents for a plot plan with proposed improvements, tax map information, general location map, conceptual floor plan, and conceptual building elevations.

Page 4 of 5
Commonwealth of Virginia
County of Fluvanna
Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

Applicant must supply	Staff Checklist
Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application	
Ten (10) copies of a Site Plan for any expansion or new construction Include: <ul style="list-style-type: none"> • Plot plan or survey plat at an appropriate scale • Location and dimension of existing conditions and proposed development • <i>Commercial and Industrial Development:</i> parking, loading, signs, lighting, buffers and screening • Copy of the Tax Map showing the site (preferred) • General Location Map (preferred) 	
Supporting photographs are not required, but suggested for evidence	

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be for staff use at the public hearing.

Staff Only	Staff Checklist
Preliminary review by planning staff for completeness and content: <ul style="list-style-type: none"> • Technical Review Committee review and comment • Determine all adjacent property owners • Placed as a Public Hearing on the next available agenda of the Planning Commission. 	
Notification of the scheduled Public Hearing to the following: <ul style="list-style-type: none"> • Applicant • All adjacent property owners • Local Newspaper advertisement 	
Staff Report to include, but not be limited to: <ul style="list-style-type: none"> • General information regarding the application • Any information concerning utilities or transportation • Consistency with good planning practices • Consistency with the comprehensive plan • Consistency with adjacent land use • Any detriments to the health, safety and welfare of the community. 	

Page 5 of 5
For Applicant

The Special Use Permit Application fee is made payable to the **County of Fluvanna**.

Meetings for the processing of the application

Applications must be submitted by the first working day of the month to have the process start that month. Applications received after the first working day will have the process start the following month.

Applicant or a representative must appear at the scheduled hearings. The Technical Review Committee provides a professional critique of the application and plans. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to submittal or correction; or denial of the special use permit.

Process:

1. Placed on next available Technical Review Committee Agenda.
2. Placed as a Public Hearing on the next available agenda of the Planning Commission the following month. Staff Report and Planning Commission recommendation forwarded to the Board.
3. Placed as a Public Hearing on the next available agenda of the Board of Supervisors (usually the same month as the Planning Commission).

Actions

After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.

The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

With **approval**, the development may proceed.

If **denied**, an appeal to the Courts may be prescribed by law

No similar request for a special use permit for the same use at the same site may be made within one year after the denial.

LAND CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE is made as of November 20, 2017, between GINA C. PERVALL, Personal Representative of the Estate of Lorraine Martin Pervall, deceased, whose address is 2903 St. Regis Way, Mitchellville, MD 20721, owner of record of the Property to be sold herein (the "Seller,"), and LAKE MONTICELLO OWNERS' ASSOCIATION, whose address is 41 Ashlawn Blvd., Palmyra, VA. 22963, (the "Purchaser," whether one or more).

1. **Real Property.** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto (the "Property"), located in the Fluvanna County, Virginia, and described as: 6.134 acres, known as Tax Map: 18 A 38E
2. **Purchase Price:** The purchase price (the "Purchase Price") of the Property is Sixty Five Thousand and no/100 Dollars (\$65,000.00), which shall be paid to Seller at Settlement by certified or cashier's check, or wired funds, subject to the prorations described herein and/or from the following sources:

\$ 100.00	Earnest money deposit
64,900.00	Cash due at closing
\$ 65,000.00	Total Purchase Price

3. **Deposit:**

- (a) Purchaser has made a deposit with Buck, Toscano & Tereskerz (the "Escrow Agent") of One Hundred and no/100 Dollars (\$100.00) (the "Deposit") in ash, by check, or by a note due and payable on _____, 20____, receipt of which is hereby acknowledged. The Deposit shall be held in escrow by the Escrow Agent until Settlement and then applied to the Purchase Price.
- (b) The Deposit will be placed in an escrow account of the Escrow Agent until this transaction has been consummated or terminated. If this Transaction is not consummated, the Escrow Agent shall hold the Deposit in Escrow until (i) all parties to the transaction have agreed in writing to the disposition thereof, or (ii) a court of competent jurisdiction orders disbursement, or (iii) the Escrow Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Contract. In the latter event, prior to disbursement, the Escrow Agent shall give written notice to the party not to be paid, by either (i) hand-delivery receipted for the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest from that party is received by the Escrow Agent within 30 days of the delivery or mailing, as appropriate, of the notice, in which event the Deposit will be held in accordance with Paragraph A, Standard Provisions.

4. **Other Provision:** Purchase of the Property is contingent on the Purchaser obtaining a Special Use Permit from Fluvanna County for the construction of the Golf Maintenance Facility for Lake Monticello.
5. **Settlement and Possession.** Settlement shall be made at Buck Toscano & Tereskerz, Ltd., 211 E. High Street, Charlottesville, Va. 22902, Purchaser's attorney's office on or before thirty (30) days after the special use permit is issued, but no later than May 1, 2018 ("Settlement"). Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.
6. **Brokerage Fee.** Neither the Seller nor Purchaser are represented by a real estate agent nor is there any real estate commission due in connection with this transaction.
7. **Property Owners' Association Disclosure.** Seller represents that the Property (check as applicable) [] is [X] is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55-508 through 55-516 of the Code of Virginia). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser. Purchaser may cancel this Contract within 3 days after receiving the packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this Contract are waived conclusively if not exercised before Settlement. The rights afforded Purchaser pursuant to this paragraph and the Act may be waived by Purchaser in a separate document.
8. **Standard Provisions on the Reverse Side or Attached Pages.** All of the Standard Provisions in Exhibit A are incorporated by reference and shall apply to this Contract except the following lettered Standard Provisions are hereby deleted: (If none are deleted, state "None" in this blank.) F, G, H, I, J, L, and M.
- (a) Paragraph C. of the Standard Provisions is hereby modified to provide that Seller shall convey by Deed of Special Warranty.
 - (b) Paragraph I. of the Standard Provisions shall apply to the Seller's obligations under Paragraph C. of the Standard Provisions.
9. **Acceptance.** This Contract when signed by Purchaser shall be deemed an offer and shall remain in effect, unless withdrawn, until 5:00 p.m. (time), February 23, 2018. If not accepted within that time by Seller by delivery of a signed copy of this Contract to the Purchaser or the Purchaser's designated representative, it shall become null and void.



Seller accepts this Contract at 5:12 pm (time), 2/12/18, 2018.


SELLER:

PURCHASER:


Gina C. Pervall, Personal Representative
of the Estate of Lorraine Martin Pervall

**LAKE MONTICELLO OWNERS'
ASSOCIATION**

By  General Manager
Catherine Neelley, General Manager

By 
Richard Barringer, President

I hereby acknowledge receipt of the Deposit herein.

Check Cash Note

Date: 1/20/18

BUCK TOSCANO & TERESKERZ, LTD.



By _____
Francis L. Buck



EXHIBIT A**STANDARD PROVISIONS**

A. **Deposit.** In the event this Contract is terminated as provided herein, or in the event of a breach of this Contract by Seller, the Deposit shall be returned to Purchaser, but such return shall not affect any other remedies available to Purchaser for Seller's breach. In the event Purchaser breaches this Contract, the Deposit shall be paid to Seller, but such payment shall not preclude any other remedies available to Seller for such breach.

The Deposit shall be held in conformity with the regulations of the Virginia Real Estate Board and other applicable law. If this Contract is not consummated and a dispute exists between Seller and Purchaser, the Deposit will be held in escrow by the Listing Broker until the Seller and Purchaser have agreed to the disposition thereof, or a court of competent jurisdiction orders disbursement.

B. **Expenses and Prorations.** Seller agrees to pay the expense of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099 and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including, without limitation, title examination, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all fuel oil remaining on the Property (if any) at the prevailing market price as of Settlement, and (ii) any escrow deposits made by Seller which are credited to Purchaser by the holders thereof.

C. **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph.

D. **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.



E. **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Purchaser any sums received as a result of such loss or damage.

F. **Equipment Condition.** Purchaser agrees to accept the Property at Settlement in its present physical condition, except as otherwise provided herein. Seller warrants that the heating and cooling equipment, plumbing systems (including well and septic systems), electric systems and roof will be in working order at Settlement or at Purchaser's occupancy, whichever occurs first. Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Contract is accepted and at Settlement or upon Purchaser's occupancy, whichever occurs first. Purchaser and his representatives shall have the right to make an inspection immediately before Settlement or occupancy.

G. **Well and Septic.** If the Property is served by an on site well and/or sewage disposal system, Seller agrees to furnish Purchaser with a certificate dated not more than 30 days prior to the date of Settlement from an appropriate governmental authority, or mutually acceptable private company, indicating that the well water is free from water contaminating bacteria and that there is no evidence of malfunction of the sewage disposal system. Any other inspections which Purchaser may make of the sewer or water system must be made within 10 business days from the date of acceptance of this Contract at Purchaser's expense. If either system is found defective, Seller shall take immediate steps to repair all defects at Seller's expense.

H. **Wood Infestation Inspection and Report.** Seller shall deliver to Purchaser a report from a qualified licensed exterminator, dated not earlier than 30 days before Settlement, that the principal dwelling on the Property is free of infestation and structural damage from termites and other wood-destroying insects. If such insects are found, Seller shall, at Seller's expense, have the dwelling treated and damage repaired and shall furnish a one-year bond on such treatment work.

I. **Seller's and Purchaser's Option.** In the event that the total cost of fulfilling Seller's obligations in Paragraphs C, E, G, and H above exceeds \$1,000.00, Seller shall have the option to (a) pay the total costs or (b) pay \$1,000.00 to Purchaser and refuse to pay any excess over that amount. If Seller elects (b), Purchaser shall have the option to (x) accept the Property in its present condition in which case Seller shall pay \$1,000.00 to Purchaser at Settlement, or (y) terminate the Contract.

J. **Inspections.** Purchaser shall have 10 business days from the date of acceptance of this Contract to obtain, at Purchaser's expense, a satisfactory inspection by a licensed contractor, of the structural and major mechanical systems and an inspection for radon, asbestos, and urea-formaldehyde in and about the Property. In the event an inspection report is not obtained within

this time period, this contingency shall be automatically satisfied and the Contract shall be in full force and effect.

If the results of such an inspection of the systems and matters described above are unsatisfactory to Purchaser, Purchaser shall provide Seller within 2 business days of receiving the results of the inspection a copy of said report and written statement stating why the Purchaser is not satisfied with the report. In that event Seller shall have the option to correct said condition(s) at his expense or to terminate this Contract. Seller must notify Purchaser in writing of his decision within 3 business days of receiving said report from Purchaser. Failure of the Purchaser to comply by the date indicated shall be deemed a waiver of this contingency. If Seller fails to respond or states his intent not to correct the condition(s), Purchaser may terminate this Contract in which event the Deposit shall be returned to Purchaser. If Seller elects to terminate this Contract, Purchaser, within 24 hours after receiving notice of termination, shall have the right to reinstate the Contract by relieving the Seller of any obligations to correct said condition(s).

K. Affidavits and Certificates. Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's lender, if applicable, signed by the Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and IRS certificates.

L. VA/FHA Loan. If VA or FHA financing is selected, it is expressly agreed that notwithstanding any other provision of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of the Deposit or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$_____. The Purchaser shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

M. Condominium Resale. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires Seller to furnish certain financial and other disclosures to Purchaser prior to entering into a binding contract of sale. If the required disclosures are not available on the date this Contract is fully executed by Seller and Purchaser (the "Date of Ratification"), Seller shall promptly request them from the Unit Owners' Association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser does not receive the disclosures within 15 days after the Date of Ratification or the disclosures are unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to Listing Broker or Seller within 3 days after the disclosures were received or due (if not received) and the Deposit shall be returned promptly. If more than 60 days elapse

between the Date of Ratification and the date of Settlement, Purchaser may request disclosure of any material changes from the Unit Owners' Association. Purchaser may void this Contract within 3 days after either receipt of disclosure that there are material changes or failure of the Unit Owners' Association to provide assurances that there have been no material changes within 10 days after receipt of the request.

N. Mechanic's Lien Notification.

NOTICE

Virginia law (Va. Code Ann. § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

O. Title Insurance Notification. The Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to settlement and which, though not recorded at the time of recordation of the Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

P. Assignability. This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

Q. Miscellaneous. The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that its provisions shall be merged into the deed delivered at Settlement and shall not survive Settlement, except for the provisions relating to rollback taxes in Paragraph D; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

800 - Buck, Toscano & Tereskerz LTD
Invoice # Invoice Description

Check Date: 01/18/18
Invoice Date

Amount Adjustments Net Amount

Invoice #	Invoice Description	Invoice Date	Amount	Adjustments	Net Amount
	Earnest money deposit	1/18/2018	\$100.00	\$0.00	\$100.00
			\$100.00	\$0.00	\$100.00

LAKE MONTICELLO OWNERS' ASSOCIATION • OPERATING ACCOUNT

Detach Before Depositing

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER FUSE PAPER-SEE BACK FOR DETAILS



68-54/514

No. 006069

VOID AFTER 90 DAYS

DATE	CHECK NO.	AMOUNT
01/18/18	6069	\$ 100.00

PAY EXACTLY

ONE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF:

Buck, Toscano & Tereskerz LTD
211 East High Street
Charlottesville, VA 22902



[Signature] AUTHORIZED SIGNATURE MF
[Signature] AUTHORIZED SIGNATURE MF

⑈006069⑈ ⑆051400549⑆ 2809618776⑈

[Handwritten mark]



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

Date: April 23, 2018
From: Stephanie Keuther
To: Jason Stewart
Subject: Planning Commission APO Letter

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 8, 2018 Planning Commission Meeting.



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NOTICE OF PUBLIC HEARING

April 23, 2018

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

Re: Public Hearing on SUP 18:02

Dear «Name»:

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

Purpose:	Planning Commission Public Hearing
Day/Date:	Tuesday, May 8, 2018
Time:	7:00 PM
Location:	Fluvanna County Administration Building Morris Room, Palmyra, VA

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

SUP 18:02 Lake Monticello Owners Association – A request for a special use permit to construct an outdoor recreation facility, with respect to 6.134 acres of Tax Map 18, Section A, Parcel 38E. The property is located between Bunker Boulevard and South Boston Road (Route 600), approximately 0.1 miles west of the Slice Road gate entrance to Lake Monticello. The parcel is zoned A-1 Agricultural, General and located within the Rivanna Community Planning Area and the Palmyra Election District.

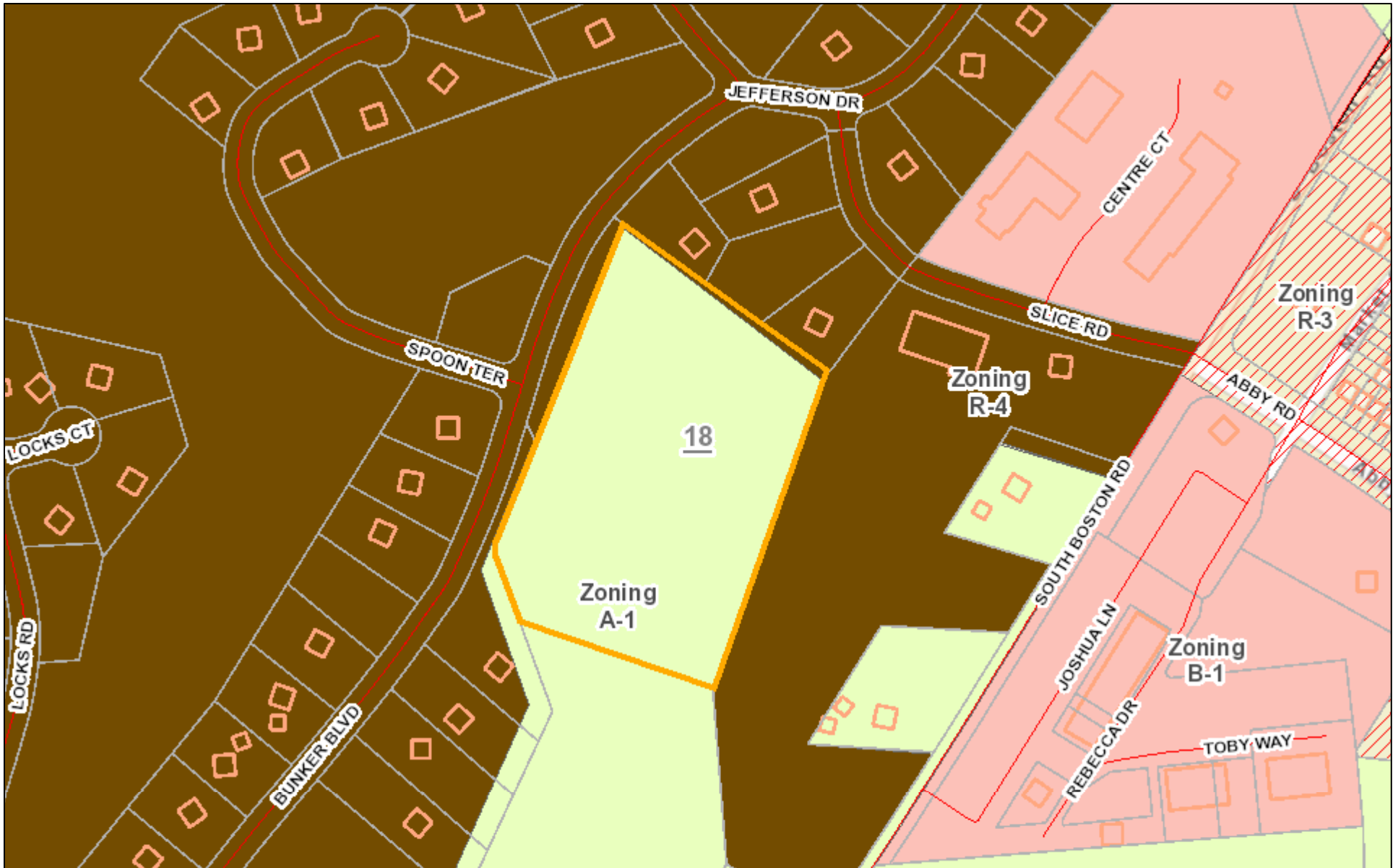
You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at <http://fluvannacounty.org/meetings>. You can also view the report in the Fluvanna County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

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

Sincerely,

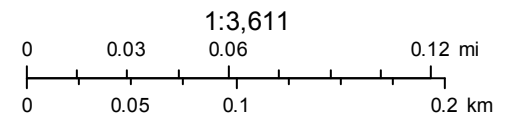
Jason Stewart
Planning and Zoning Administrator

Fluvanna County, VA WebGIS Parcels - PIN: 18 A 38E



May 1, 2018

Roads	Secondary	Place Names	Building Footprints
Interstate	Other	Town Boundary	Tax Map Grid
Primary	Parcels	Driveways	County Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

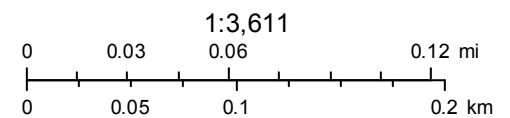
Fluvanna County, VA WebGIS Parcels - PIN: 18 A 38E



May 1, 2018

Roads

- Interstate
- Primary
- Secondary
- Other



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



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April 13, 2018

Jim Boyd
Grimm + Parker Architects
123 East Main Street, Suite 200
Charlottesville, VA 22902

Delivered via email to jboyd@gparch.com

Re: SUP 18:02 – Lake Monticello Owners Association

Tax Map: 18, Section A, Parcel 38A

Dear Mr. Boyd:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, April 12, 2018:

1. Planning staff had the following questions:
 - How were setback requirements determined? The minimum setbacks shown on the concept plan do not correspond to the A-1 zoning of the property.
 - Where will the portable storage buildings be located?
 - Is any future expansion or additional phase proposed?
 - Will the parking area be paved?
 - Will the property also be rezoned to match the zoning of other common areas within Lake Monticello?
2. Chamber of Commerce had no comments.
3. Department of Forestry had no comments.
4. Erosion and Sediment Control did not have any comments.
5. Fire Chief requested a hydrant be installed on Bunker Blvd. near the entrance to the facility. Either side of Bunker is acceptable due to location of main water line. The nearest hydrant is over 1,000 feet away.
6. Health Dept. had no comments.
7. Sheriff's Office had no comments.
8. VDOT has not provided any comments at the date of this letter. The property is not located on a state-maintained road.

The Planning Commission will have a meeting to discuss this item on Tuesday, May 8, 2018.
Your attendance is required at this meeting.

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

Sincerely,

Brad Robinson
Senior Planner
Dept. of Planning & Zoning

cc: File
Angela Cooke, Lake Monticello Owners Assoc. – acooke@lmoa.org



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STAFF REPORT

To: Fluvanna County Planning Commission
Case Number: ZTA 18:04

From: James Newman
Date: May 8, 2018

General Information: This request is to be heard by the Fluvanna County Planning Commission on Tuesday May 8, 2018 at 7:00 pm in the Morris Room of the Fluvanna County Administration Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- *An Ordinance to Amend Chapter 22, Article 17 of the Fluvanna County Code By Certain Amendments to Section and Subsection 22-17-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to bring fees in line with costs.*

Background

Project Timeline:

Item discussed by the Planning Commission at their work session on April 10, 2018.

Analysis

The proposed amendments amend the Fluvanna County Zoning Ordinance. The amendments are made to update the fee schedule for the Board of Zoning Appeals. The change will affect the fee charged for an Appeal of Zoning Administrator application, increasing it from \$125 to \$550.

Application Cost Comparison

County	BZA Fee for Variance	Appeal of Zoning Admin	Other fees
Fluvanna	\$550	\$125	Interpretation of map- \$50
Buckingham	\$300	\$250	-
Louisa	\$500	\$250	-
Albemarle	\$538	\$258	Interpretation of map- \$258; SUPs for signs: \$538
Goochland	\$450	\$450	-
Cumberland	\$300	-	-
Dinwiddie	\$500	\$500	-
Stafford	\$600 residential, \$1,375 commercial	\$600 residential, \$1,900 commercial	-

County Costs

An Appeal of the Zoning Administrator application currently costs \$125. The cost to run an 1/8 horizontal ad in the Fluvanna Review is \$78.75. Since an ad must be run two weeks in a row, the ad costs totals \$157.50. The cost of advertisements alone is not covered by the application fee, let alone costs for staff.

Analysis by the Financial Department (see table below) last year showed that Staff costs come out to around \$530 (this does not include County attorney fees, Board of Zoning Appeals pay, or Zoning Administrator pay). The breakeven cost for staff and ads is just under \$700.

Staff is not recommending an increase to \$700; the point is not to recoup all losses and price people out; the point of this amendment is to bring fees more in line with costs to a reasonable level. \$550 is our Variance application fee, and both a Variance and Appeal of the Zoning Administrator go through the same process. Charging the same amount for both is reasonable and done by other counties such as Goochland, Dinwiddie, and Stafford.

	James	BE Rate	Brad	BE Rate	Stephanie	BE Rate	Scott	BE Rate	
Submittal Processing	N/A	\$ -	N/A	\$ -	20 minutes	\$7.18	N/A	\$ -	
Initial Review	1 hr	\$ 21.75	1 hr	\$ 21.75	N/A	\$ -	N/A	\$ -	
Creating and mailing letters	1 hr	\$21.75	1-2 hrs	\$21.75	1 hr	\$21.75	N/A	\$ -	
Public Meeting Sign	N/A	\$ -	N/A	\$ -	N/A	\$ -	2 hrs*	\$43.50	*Depends on location in county
Staff Report for BZA	7 hrs	\$152.25	5-8 hrs	\$108.75	N/A	\$ -	N/A	\$ -	
Minutes and Action Report write-up	N/A	\$ -	N/A	\$ -	1 hr	\$21.75	N/A	\$ -	
Action letter	1 hr	\$21.75	1 hr	\$21.75	N/A	\$ -	N/A	\$ -	
Final review, approval, and GIS map update	1 hr	\$21.75	1 hr	\$21.75	N/A	\$ -	N/A	\$-	
Total time:	17 hrs	\$239.25	13 HRS	\$195.75	2 hrs 20 min	\$50.68	2 hr	43.50	
			19 HRS	\$413.25					
Break-Even Rate Total (Low)	\$ 529.18	34.33 HRS							
Break-Even Rate Total (High)	\$ 746.68	40.33 HRS							
Break-Even Rate	\$ 21.75								
Increased Rate	\$ 25.00								

Section 22-17-7: Appeal of Zoning Administrator Proposed fee

The proposed fee change for the Appeal of Zoning Administrator is from \$125 to \$550. This fee will bring fees more in line with the actual costs associated with this application, but not raise the fee to such a height that it prices out people from applying.

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will:

- Bring the fee schedule in line with costs

Suggested Motion

I move that the Planning Commission recommend [*approval/denial/deferral*] of ZTA 18-04, an Ordinance to Amend Chapter 22, Article 17 of the Fluvanna County Code By Certain Amendments to Section and Subsection 22-17-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to bring fees in line with costs.

Attachments: A: General Provisions Chapter: Zoning Chapter 22, Article 17, proposed changes

ATTACHMENT A

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285, that the Fluvanna County Code be, and it is hereby, amended, by the addition thereto of a Section 22-17-7 as follows:

Sec. 22-17-7. – Fees

The following schedule of fees shall be applicable for zoning submittals and shall supersede any schedule of fees heretofore adopted:

Site Plan Review

Sketch Plan	\$ 150.00
Minor Plan	\$ 550.00
Major Plan	\$1,100.00
Amendment of Plan	\$ 150.00
<u>Landscape Plan Review*</u>	\$ 50.00
<u>Outdoor Lighting Plan Review*</u>	\$ 50.00
<u>Tree Protection Plan Review*</u>	\$ 50.00

* If not part of a site plan review

Special Use Permit

	\$ 800.00 plus Mailing costs•
Amendment of Condition	\$ 400.00 plus Mailing costs•
Telecommunications Towers	\$550 for colocation, modification, or addition, plus consultant review fees as set by contract from time to time, plus mailing costs New towers require a Special Use Permit, a Site Development Plan, plus consultant review fees as set by contract from time to time, plus mailing costs
Mobile Home	\$ 350.00 plus mailing costs•
Permit Extension (Mobile Home)	\$ 200.00 plus mailing costs•

Rezoning

\$1,000.00 plus mailing costs•

Proffer or Master Plan Amendment

\$750.00 plus mailing costs•

Zoning Text Amendment

\$550.00

Map

\$750.00 plus \$ 50.00 per acre

Variance

\$550.00 plus mailing costs•

Appeal of Administrator

~~\$125.00~~ \$550

ATTACHMENT A

BZA Interpretation of Map	\$ 50.00
<u>Zoning Permit</u>	\$100.00 Primary Structures
	\$ 50.00 Accessory Bldgs.
<u>Sign Permit</u>	\$155.00
<u>Copy of Ordinances</u> ••	\$ 30.00
<u>Comprehensive Plan</u> ••	\$ 50.00
<u>Tax Map Book</u> ••	\$ 30.00
<u>Request for Temporary Exception</u>	
<u>Outdoor Light Control</u>	\$ 50.00
<u>Street Sign Installation</u>	\$200.00 per intersection
<u>Sign Deposit for Public Hearing</u>	\$ 90.00 per sign
•Mailing Costs – \$20.00 per Adjacent Property Owner (APO) after 1 st 15 APO's, Certified Mail,	
••Available on-line for free	

And be it further resolved that the public purpose for the proposed amendments is to bring fees in line with costs.

DRAFT