

**AGENDA**  
**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**Regular Meeting**  
**Circuit Courtroom**  
**Fluvanna Courts Building**  
**May 2<sup>nd</sup> 2012**  
**2:00 p.m.**

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**1-CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**

**2-REPORTS**

Steven M. Nichols, County Administrator

**3-PUBLIC COMMENTS #1 (5 minutes each)**

**4-CONSENT AGENDA**

TAB M Minutes of April 11<sup>th</sup> 2012 Public Hearing – Mary Weaver, Clerk to the Board of Supervisors  
TAB Mc Minutes of April 18<sup>th</sup> 2012 – Mary Weaver, Clerk to the Board of Supervisors  
TAB N Union Mills Ag/Forestral District Renewal – Steven Tugwell, Senior Planner  
TAB O Resolution/VDOT Secondary Six-Year Plan (2012-13 through 2017-18) and the VDOT Construction  
Priority List (2012/13) – Gregory Banks, VDOT Secondary Programming Coordinator  
TAB P Farmers Market Promotion grant application – Pat Groot, Grants Administrator  
TAB Q Byrne Justice Assistance Grant (JAG)  
TAB R Resolution/Guidelines for PPEA – Fred Payne, County Attorney  
TAB S Supplemental Appropriation for additional State Revenue to the Schools FY12 – Ed Breslauer, Director  
of Finance for the Schools

**5-ACCOUNTS PAYABLE**

TAB T Melissa Marks – Senior Finance Assistant

**6-PUBLIC HEARING**

None

**7-PRESENTATIONS (normally not to exceed 10-minute limitation)**

None

**8-ACTION MATTERS**

TAB U CSA request for budget supplement – Jacqueline A. Meyers, Ph.D  
TAB V Proposed adoption of Design-Build Procedures – Bobby Popowicz, Economic Development Director  
TAB W Amendment to the DJG Contract for the Fork Union Fire Station – Bobby Popowicz, Economic  
Development Director  
TAB XYZ Resolution/FY2013-2017 Capital Improvements Plan [adoption of] – Eric Dahl, Budget Analyst  
TAB A Resolution/FY13 Budget Adoption, Set Tax Rates and Appropriate Funds – Eric Dahl, Budget Analyst  
TAB B Appointment/Board of Zoning Appeals – Mary Weaver, Clerk to the Board of Supervisors

**9-UNFINISHED BUSINESS**

**10-NEW BUSINESS**

TAB C Request to amend the Noise Ordinance of the County Code

**11-PUBLIC COMMENT #2 (5 minutes each)**

**12-CLOSED MEETING**

Discuss Real Property Acquisition

*For the Hearing-Impaired – there is a listening device available at 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 call the County Administrator's Office at 591-1910 and relay your request.*

### **13-ADJOURN**

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#### **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.

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#### **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.

*For the Hearing-Impaired – there is a listening device available at 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 call the County Administrator's Office at 591-1910 and relay your request.*

**MOTION:** I move the budget public hearing minutes of the Fluvanna County Board of Supervisors for Wednesday, April 11, 2012 be adopted.

**AGENDA**                    **BOARD OF SUPERVISORS**                    **DATE: MAY 2, 2012**

**SUBJECT:** Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.

**RECOMMENDATION:** Approval

**TIMING:** Routine

**FISCAL IMPLICATIONS:** None

**POLICY IMPLICATIONS:** None

**DISCUSSION:** None

**LEGISLATIVE HISTORY:** None

Staff: Mary L. Weaver, Clerk to the Board of Supervisors

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County Administrator's Use Only

*Comments:*



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Steven M. Nichols, County Administrator

**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**FY11 Budget Public Hearings**  
**Circuit Courtroom**  
**Fluvanna Courts Building**  
**April 11<sup>th</sup> 2012**  
**7:00 p.m.**

**MEMBERS PRESENT:** Shaun V. Kenney, Chairman  
Robert Ullenbruch, Vice-Chair  
Mozell H. Booker  
Joe Chesser  
Donald W. Weaver

**ALSO PRESENT:** Eric Dahl, Budget Analyst  
Mary L. Weaver, Clerk to the Board of Supervisors

**CALL TO ORDER**

Chairman Kenney called to order the Public Hearings of April 11<sup>th</sup> 2012 on the FY13 Budget at 7:00 p.m. in the Circuit Courtroom, Fluvanna Courts Building, Palmyra, Virginia.

Chairman Kenney reviewed the rules of order for public comments.

**PRESENTATION**

Proposed FY 2013 – 2017 Capital Improvement Plan (CIP)

Mr. Eric Dahl, Budget Analyst, reviewed with the Board the items that were on the FY 2013 – 2017 Capital Improvement Plan.

**PUBLIC HEARING**

FY 2013 – 2017 Capital Improvements Plan

Chairman Kenney opened the public hearing.

- Ms. Elizabeth Franklin, on behalf of the Fluvanna Taxpayers Association – spoke in regards to the CIP being on the website.
- Mr. Sam Patterson, Palmyra District – spoke in opposition of the CIP.
- Mr. Richard Rose, Columbia District – spoke in opposition of the CIP.
- Ms. Jean DeMarco, Cunningham District – spoke in opposition of the CIP.
- Ms. Claudia Thomas, Columbia District – spoke in opposition of the CIP.

With no one else wishing to speak, Chairman Kenney closed the public hearing.

**PRESENTATION**

Proposed FY 2013 Real Estate Tax Rate Increase

Mr. Eric Dahl, Budget Analyst, reviewed with the Board the FY 2013 Real Estate Tax Rate. Information was provided on the collection rate and what the proposed increase in the real property tax rate from \$.57 to \$.68 per \$100 of assessed value would entail.

**PUBLIC HEARING**

Proposed FY 2013 Real Estate Tax Rate Increase

Chairman Kenney opened the public hearing.

The following citizens addressed the Board:

- Mr. Minor Eager, Palmyra District – opposed to proposed tax rate increase.
- Ms. Sherri, Mallory and Madeline Ashe – supports the proposed tax rate increase.
- Mr. Mike Lawson, Palmyra District – opposed to proposed tax rate increase.
- Ms. Perrie Johnson, Fork Union District, President of the Fluvanna Education Association – supports the proposed tax rate increase.
- Mr. Sam Patterson, Palmyra District – opposed to proposed tax rate increase.
- Mr. Brian Thomas, Columbia District – opposed to proposed tax rate increase.
- Ms. Elizabeth Fortune, Lake Monticello – opposed to proposed tax rate increase.
- Mr. Chris Fairchild, Rivanna District – opposed to sustainable rate.
- Ms. Elizabeth Franklin, on behalf of the Fluvanna Taxpayers Association – opposed to proposed tax rate increase.
- Thomas Payne, Palmyra District – supports the proposed tax rate increase.
- Jack Ruch, Rivanna District – opposed to sustainable rate.
- Susie Morris, Cunningham District - offered a challenge to the school and county to work together and brain storm ways to make the new high school a hub of the community, supports the proposed tax rate increase.
- Mr. Adrian Miller, Lake Monticello - opposed to proposed tax rate increase, would like to see debt service paid.
- Ms. Gequetta Murray-Key, Rivanna District – supports proposed tax rate increase.
- Ms. Margie Johnson, Kent Store – opposed to proposed tax rate increase.
- Mr. Gibbs Scott, Lake Monticello – opposed to proposed tax rate increase.

With no one else wishing to speak, Chairman Kenney closed the public hearing.

## **PRESENTATION**

### **Proposed FY 2013 County Budget**

Mr. Eric Dahl, Budget Analyst, reviewed with the Board the FY 2013 County Budget expenditures and revenues.

## **PUBLIC HEARING**

### **Proposed FY 2013 County Budget**

Chairman Kenney opened the public hearing.

The following citizens addressed the Board:

- Mr. Sam Patterson, Palmyra District – would like a pie chart showing the debt service from 2001 to 2012 put on the website; we need to live within our means.
- Mr. Dennis Holder, Columbia District – opposed to water line and sustainable rate.
- Ms. Donna Shaunesey, JAUNT – informed the Board of cuts and rate increases due to the proposed budget cuts for JAUNT.
- Ms. Margery Weddington, Fork Union District – spoke in support of the senior center.
- Mr. Richard Soggas, Palmyra District – spoke in regards to the community supporting the seniors not the government.
- Ms. Thelma Sotta – spoke in support of the senior center.
- Ms. Claudia Thomas, Kent Store – spoke in opposition of the senior center.

- Mr. Chris Fairchild, Rivanna District – spoke in regards to the proposed sustainable budget.
- Ms. Kate Smith, Fork Union District – spoke in support of the proposed budget.
- Ms. Elizabeth Franklin, Columbia District – spoke in regards to the proposed sustainable budget.
- Ms. Gequetta Murray- Key, Rivanna District – spoke in regards those that made a sacrifice for us, it’s about education and educated decisions; support of proposed budget.
- Ms. Eileen Morris, Lake Monticello – spoke in regards to looking at the bigger picture.
- Mr. Leonard Gardner, Rivanna District – spoke in regards to the non-profit agencies that were zeroed out, please restore.
- Mr. Don Chamberger, Hidden Valley - opposed to proposed sustainable budget and rate.
- Jean DeMarco, Lake Monticello – opposed to proposed budget.

With no one else wishing to speak, Chairman Kenney closed the public hearing.

The board discussed the proposed budget and tax increase. Mrs. Booker would like to see the non-profit agencies level funded.

**ADJOURN**

**MOTION:**

At 9:43 p.m. Mr. Chesser moved to adjourn the meeting and Mr. Ullenbruch seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Ullenbruch, Kenney, and Weaver. NAYS: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Mary L. Weaver, Clerk

\_\_\_\_\_  
Shaun V. Kenney, Chairman

me

**MOTION:** I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, April 18, 2012 be adopted.

**AGENDA BOARD OF SUPERVISORS DATE: MAY 2, 2012**

**SUBJECT:** Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.

**RECOMMENDATION:** Approval

**TIMING:** Routine

**FISCAL IMPLICATIONS:** None

**POLICY IMPLICATIONS:** None

**DISCUSSION:** None

**LEGISLATIVE HISTORY:** None

Staff: Mary L. Weaver, Clerk to the Board of Supervisors

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County Administrator's Use Only

Comments:



\_\_\_\_\_  
Steven M. Nichols, County Administrator

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES**

**Circuit Court Room**

**April 18, 2012**

**7:00 p.m.**

**MEMBERS PRESENT:** Shaun V. Kenney, Chairman  
Bob Ullenbruch, Vice-Chairman  
Mozell H. Booker  
Donald W. Weaver  
Joe Chesser

**ALSO PRESENT:** Fred Payne, County Attorney  
Eric Dahl, Budget Analyst  
Mary Weaver, Clerk, Board of Supervisors

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE**

Chairman Kenney called the meeting of April 18, 2012, to order at 7:00 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Kenney called for a moment of silence.

**REPORTS**

**County Report**

Chairman Kenney reported on the following topics:

- *Virginia State Budget* – Budget was approved two hours ago and Chairman asked for the consensus of the Board on their opinion to postpone the adoption of the budget to allow for review of what the Senate adopted. The Board unanimously consented to postpone the adoption of the budget to the May 2, 2012 meeting.

**PUBLIC COMMENTS #1**

Chairman Kenney opened the floor for the first round of public comments.

- Jacques Ruch, Rivanna District – addressed the Board in reference to the Aqua Virginia Letter of intent.
- Robin Bryant, Palmyra District – addressed the Board in regards to emergency services.
- Martha Holt, Palmyra District – addressed the Board in support the school budget
- Sam Patterson, Palmyra District – addressed the Board in opposition of the proposed budget.
- Adrian Miller, Rivanna District – addressed the Board in opposition to the water line.
- Minor Eager, Palmyra District – addressed the Board in reference to the Aqua Virginia Letter of intent.
- Elizabeth Franklin, on behalf of the Fluvanna Taxpayers Association – addressed the Board in regards to requesting an RFP for the Zion Crossroads water line.
- John Nunnally, Columbia District – addressed the Board in support of requesting an RFP for the Zion Crossroads water line.

**UNFINISHED BUSINESS**

*Discussion of RFP for potential Zion Crossroads water line* – Mr. Fred Payne, County Attorney, addressed to the Board a letter from Mr. Satterfield, Aqua Virginia Attorney, requesting the County's PPEA guidelines be updated and consider their unsolicited proposal under these guidelines. The Board **directed the County Attorney** to update the county's PPEA guidelines and reply to Mr. Satterfield's letter that the Board is considering whether to review their Letter of Intent (LOI) under the PPEA proposal or to take other action. The Board considered requesting a draft RFP be initiated. After some discussion they decided to wait a month.

Mrs. Booker passed out letters from senior citizens who use JABA to the Board to thanking them for their support.

**NEW BUSINESS**

None

**PUBLIC COMMENTS #2**

Chairman Kenney opened the floor for the second round of public comments.

- Tonna Buono, Palmyra District – addressed the Board in regards to the Ridgeway Farms Secondary Road Addition.
- Chris Fairchild, behalf of the Fluvanna County Girls Softball Team – addressed the Board in regards to the great job Public Works did handling the lighting issue at the Carysbrook Softball field.
- Manager of the Fluvanna County JABA Senior Center – addressed the Board in regards to supporting the JABA Senior Center.
- Elizabeth Franklin, Columbia District, speaking on behalf of the Fluvanna Tax Payers Association – addressed the Board in regards to the Capital Improvements Plan and asked for an explanation of what the PPEA is. Chairman Kenney explained.

With no one else wishing to speak, Chairman Kenney closed the second segment of public comments.

**CLOSED MEETING**

None.

**ADJOURN**

**MOTION:**

At 9:35 p.m., Mr. Weaver moved to adjourn the meeting of Wednesday, April 18, 2012. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver and Chesser. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

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**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

Adopted this 21<sup>st</sup> day of March 2012  
by the Fluvanna County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Shaun V. Kenney, Chairman, Board of Supervisors

RESERVED

**MOTION:** I move to renew the Union Mills Agricultural/Forestal District, which consists of 14 parcels totaling 324.752 acres, for an additional 10 year period, expiring on May 15, 2022.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

**SUBJECT:** Review and renewal of the Union Mills Agricultural/Forestal District.

**TIMING:** The Union Mills Agricultural/Forestal District (AFD) expires on May 15, 2012 without further Board of Supervisor’s action to either review or renew the district.

**POLICY IMPLICATIONS:** This action would renew the AFD for an additional 10 year period to expire on May 15, 2022.

**LEGISLATIVE HISTORY:** In 2002, the Board of Supervisors approved the Union Mills Agricultural/Forestal District. The previous adoption and implementation of the Agricultural/Forestal District sections of the state code was intended to further the County’s goal of rural preservation, and to protect participants from the potential for encroaching development and escalating property taxes.

There are fourteen (14) parcels that currently encompass the Union Mills Agricultural/Forestal District. A response was received on eight (8) of these parcels, all requesting that the parcels remain in the Union Mills Agricultural/Forestal District. It is the recommendation of the Planning & Community Development Department that the Board of Supervisors renew the Union Mills Agricultural/Forestal District for an additional ten year period. No parcels were requested to be withdrawn. The Union Mills Agricultural/Forestal District consists of 324.752 acres.

The Union Mills District consists of the following property owners, tax map parcel numbers and parcel acreages:

<u>OWNER’S NAME</u>	<u>TAX MAP PARCEL #</u>	<u>ACREAGE</u>	<u>RECEIVED FORM</u>
Puryear, Jeffrey F. & Maribeth A.	9 (A) 16A	2.098	
Ransone, John E., Jr.	9 (A) 16C	29.750	
Banton, Randolph P. & Patricia Harris	9 (A) 16D	0.330	X
Banton, Randolph P. & Patricia H.	9 (A) 16E	4.490	X
Kruger Living Trust	9 (A) 24A	90.230	X
Banton, Patricia Harris	9 (A) 25A	1.080	X
Banton, Randolph P. & Patricia Harris	9 (A) 25B	8.260	X
Ransone, John E., Jr.	9 (A) 26	168.217	
Ransone, John E., Jr.	9 (A) 26A	2.000	
Ransone, John Everette, Jr.	9 (A) 26B	2.894	
Banton, Randolph P. & Patricia	9 (8) 1	2.117	X
Puryear, Jeffrey F. , ET AL	9 (8) 2	6.734	
Kruger Living Trust	10 (A) 8	0.162	X

Kruger Living Trust	10 (A) 11	6.390	X
<b>Total</b>		<b>324.752</b>	

DISCUSSION: The 2009 Comprehensive Plan designates this area of Fluvanna County as Rural Residential.

Please be advised that Section 15.2-4311 (State Code) titled Review of Districts, states in part that “the local governing body may complete a review of any district created under this section. If the local governing body determines that a review is necessary, it shall ask for the recommendations of the local advisory committee and the planning commission in order to determine whether to terminate, modify or continue the district.”

It further states “if the local governing body determines that a review is unnecessary, it shall set the year in which the next review shall occur.” This is interpreted to mean that the Board of Supervisors has the authority to discuss the disposition and renew the qualifying districts without the recommendation of the advisory committee and the planning commission; however, if the Board feels that a review is necessary, the normal process, inclusive of a public hearing, shall be required.

In accordance with Section 15.2-4311 of the State Code of Virginia, the Fluvanna County Planning & Community Development Department has contacted the current property owners of parcels identified in the above referenced Agricultural/Forestral district and advised them that the approved district will expire on May 15, 2012. This letter also advised the property owners that if the Planning & Community Development Department did not receive a response, then it would be determined that the property owner desired their property to remain in the existing district. Based on this notification and response by the property owners, Staff’s recommendation regarding the disposition of this existing district is to renew the district for an additional 10 year period.

Staff: Steven Tugwell, Senior Planner

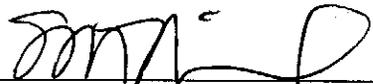
Copy: Steven M. Nichols, County Administrator

Attachments:

A. Resolution renewing AFD for an additional 10 year period

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County Administrator’s Use Only

  
 \_\_\_\_\_  
 Steven M. Nichols, County Administrator

**BOARD OF SUPERVISORS  
COUNTY OF FLUVANNA  
RESOLUTION**

At a regular meeting of the Board of Supervisors of the County of Fluvanna held in the Fluvanna County Courts Building at 2:00 p.m. on the 2<sup>nd</sup> day of May 2012, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

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<u>PRESENT</u>	<u>VOTE</u>
Shaun Kenney, Chairman .....	
Bob Ullenbruch, Vice-Chairman. ....	
Mozell Booker .....	
Donald Weaver .....	
Joe Chesser.....	

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On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried by a vote of \_\_\_\_\_ the following resolution was adopted:

**A RESOLUTION TO AUTHORIZE RENEWAL OF THE UNION MILLS  
AGRICULTURAL/FORESTAL DISTRICT FOR AN ADDITIONAL TEN-YEAR  
PERIOD TO EXPIRE MAY 15, 2022**

**WHEREAS**, the Fluvanna County Board of Supervisors approved the creation of the Union Mills Agricultural/Forestal District on May 15, 2002 for a ten-year period; and

**WHEREAS**, the district is set to expire on May 15, 2012; and

**WHEREAS**, in accordance with Section 15.2-4311 of the State Code of Virginia, the Fluvanna County Planning & Community Development Department contacted the current property owners of parcels identified in the Union Mills Agricultural/Forestal District and advised them that the approved district would expire on May 15, 2012 and inquired whether the owners desired that the property remain in or be removed from the district.

**NOW, THEREFORE BE IT RESOLVED**, on this 2<sup>nd</sup> day of May 2012 that the Fluvanna County Board of Supervisors hereby renews the Union Mills Agricultural/Forestal District for an additional ten-year period to expire on May 15, 2022

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Mary Weaver, Clerk  
Board of Supervisors  
Fluvanna County, Virginia

**MOTION:** I move to adopt the resolution entitled "VDOT Secondary Six-Year Plan (2012-13 through 2017-18) and the VDOT Construction Priority List (2012/13) as presented.

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*For County Administrator's Use Only*

Comments:



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Steven M. Nichols, County Administrator



**BOARD OF SUPERVISORS  
County of Fluvanna  
Palmyra, Virginia**

**RESOLUTION**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 2:00 p.m. on Wednesday, May 2<sup>nd</sup> 2012 in Palmyra, Virginia, the following action was taken:

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<u>Present</u>	<u>Vote</u>
Shaun V. Kenney, Chairman	
Bob Ullenbruch, Vice Chairman	
Mozell H. Booker	
Joe Chesser	
Donald W. Weaver	

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On a motion by \_\_\_\_\_ seconded by \_\_\_\_\_ and carried by a vote of \_\_\_\_ the following resolution was adopted.

**RESOLUTION  
VDOT Secondary Six-Year Plan (2012/13 through 2017/18)  
and  
VDOT Construction Priority List (2012/13)**

**WHEREAS**, Sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan; and

**WHEREAS**, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2012/13 through 2017/18) as well as the Construction Priority List (2012/13) on April 18<sup>th</sup> 2012 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

**WHEREAS**, David Crim, Residency Administrator, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2012/13 through 2017/18) AND Construction Priority List (2012/13) for Fluvanna County.

**NOW, THEREFORE, BE IT RESOLVED** that since said Plan appears to be in the best interest of the Secondary Road System in Fluvanna County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2012/13 through 2017/18) and Construction Priority List (2012/13) are hereby approved as presented at the public hearing.

Adopted this 2<sup>nd</sup> day of May 2012  
by the Fluvanna County Board of Supervisors

ATTEST:

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Shaun V. Kenney, Board of Supervisor, Chairman

Secondary System  
 Fluvanna County  
 Construction Program  
 Estimated Allocations

Fund	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	Total
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$82,556	\$90,863	\$90,863	\$90,863	\$90,863	\$90,863	\$536,871
Residue Parcel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP - Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$82,556</b>	<b>\$90,863</b>	<b>\$90,863</b>	<b>\$90,863</b>	<b>\$90,863</b>	<b>\$90,863</b>	<b>\$536,871</b>

Board Approval Date:

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Resident Administrator

Date

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County Administrator

Date

**DRAFT**

District: Culpeper  
 County: Fluvanna County  
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

**DRAFT**

2012-13 through 2017-18

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2012-13	2013-14	2014-15	2015-16	2016-17	2017-18		
PPMS ID	Project #											
Accomplishment	Description											
Type of Funds	FROM		SSYP Funding									
Type of Project	TO		Other Funding									
Priority #	Length	Ad Date	Total									
Rt.0632 18097 CONTRACT	RIDGE ROAD 0632-032-173, N-501, D-630 RTE 632 - APPROACHES & DR STRUCTURE AT BALLINGER CREEK	PE \$272,818 RW \$0 CON \$693,487  Total \$966,305										270 VPD 6/28/05 BRIDGE REPLACEMENT 16011
BROS SECONDARY - ONE HEARING DESIGN 0001.00	0.044 MILE NORTH BALLINGER CREEK 0.046 MILE SOUTH BALLINGER CREEK 0.09	11/30/2012	\$966,305	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SUFF. RATING 45.9 POSTED 12 TON
Rt.0800 76192 CONTRACT	SOUTH BOSTON ROAD 0600-032-188, C-501 RTE 600 - INTERSECTION IMPROVEMENT	PE \$546,767 RW \$212,330 CON \$1,459,034  Total \$2,218,131										4800 VPD 2010 SAFETY/TRAFFIC OPERS/TSM 14012
STP SECONDARY - ONE HEARING DESIGN 0002.00	0.14 MI. S. RTE. INT. RTE. 600/53 0.12 MI. N. RTE. INT. RTE. 600/53 0.26	4/10/2012	\$2,232,026	(\$13,895)	\$0	\$0	\$0	\$0	\$0	\$0	(\$13,895)	PROJECT SCOPE IS TO REALIGN ROUTE 53 AND ROUTE 600 TO IMPROVE SIGHT DISTANCE AND SAFETY
Rt.0656 51926 CONTRACT	BREMO ROAD 0656-032-101, C-501, D-601, D-602 RTE 656 - BRIDGE REPLACEMENT	PE \$500,000 RW \$614,500 CON \$1,900,763  Total \$3,015,263										250 VPD 6/24/08 BRIDGE REPLACEMENT 16009
BROS Single Hearing 0003.00	APPROACHES & DRAINAGE STRUCTURE AT HOLMAN CREEK 0.10	3/11/2014	\$1,174,412	\$1,840,851	\$0	\$1,287,973	\$552,878	\$0	\$0	\$0	\$0	SUFF. RATING 48.5
Rt.0635 50308 SF / HIRED EQUIP.	CANNERY LANE 0635-032-P01, RTE 635 - RURAL RUSTIC RD (HARD SURFACE NON- HARDSURFACE RD)	PE \$40,000 RW \$0 CON \$514,681  Total \$554,681										75 VPD 3/30/11 RESURFACING 16005
S NO PLAN,SECONDARY 0004.00	ROUTE 15 END OF MAINTENANCE 0.56	8/31/2014	\$554,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	RESOLUTION DATED JULY 20, 2011
Rt.0636 57223 SAAP CONTRACT	GARDEN LANE 0636-032-P85, N-501 RTE 635 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD)	PE \$42,207 RW \$0 CON \$401,503  Total \$443,710										410 VPD 7/10/08 RESURFACING 16005
S NO PLAN,SECONDARY 0005.00	ROUTE 53 0.52 MI. N. RTE. 53 0.52	4/24/2012	\$443,710	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	RESOLUTION DATED JULY 20,2011



District: Culpeper

## SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

County: Fluvanna County

Board Approval Date:

2012-13 through 2017-18

Route	Road Name	Estimated Cost		Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
						2012-13	2013-14	2014-15	2015-16	2016-17	2017-18		
PPMS ID	Project #												
Accomplishment	Description			SSYP Funding									
Type of Funds	FROM			Other Funding									
Type of Project	TO			Total									
Priority #	Length	Ad Date											
Rt.4008		PE	\$0										
99816	1204008	RW	\$0										
	COUNTYWIDE RIGHT OF WAY ENGR.	CON	\$16,218										
	VARIOUS LOCATIONS IN COUNTY	Total	\$16,218	\$16,218	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	USE WHEN IMPRACTICAL TO OPEN A PROJECT: ATTORNEY FEES and ACQUISITION COST.
9999.99													

DRAFT

**MOTION:** I move that the Board of Supervisors authorize submission of a grant application to the USDA under the Farmers Market Promotion Program for up to \$100,000 to design and plan a farmers market structure, develop a web page, conduct a marketing study, design a brand campaign and offer workshops for vendors; and if awarded, further authorize a supplemental appropriation of the amount awarded and authorize the County Administrator to execute any agreements, certificates and other documents required on behalf of the County of Fluvanna in order to carry out the terms of the grant, if awarded, with related contracts, subject to approval as to form by the County Attorney.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

SUBJECT: USDA grant application

RECOMMENDATION: Approve submission

FISCAL IMPLICATIONS: This grant requires no County match. Grant funds will pay for consultants, production of promotional materials and other expenses associated with planning for promoting and supporting the Fluvanna Farmers Market. . The County will administer the grant in collaboration with the Extension Office, Famers Market vendors, Fluvanna County Parks and Recreation, Pleasant Grove Project Team and Economic Development Director.

TIMING: Application due May 21; award decisions made by October 2012, with grant ending October 2014

POLICY IMPLICATIONS: This program is intended to encourage the development, promotion and expansion of direct marketing of agricultural commodities from farmers to consumers. If awarded, funds will allow the farmers selling at the Market to acquire a better understanding of market size, potential growth rate, profitability, distribution options, and other information that will help vendors develop a marketing plan to increase sales and learn methods to improve production. Construction documents for a market structure will further the development of a sheltered area for the Farmers Market. When not in use by the Market the structure can be used for other functions.

DISCUSSION: This is a resubmission of this application. Grantor feedback from the first attempt has been incorporated into this application. This grant program offers an opportunity for the County to assist Fluvanna Farmers Market vendors to improve their businesses, increase sales and further promote the Fluvanna First – Work, Shop, Play promotion. With more information in hand, the Market will also work with consultants to develop a web page designed for targeting the identified market share. Trainings focusing on equipping vendors with skills that will improve crops and guide response to market adjustments will be developed and offered. With funds requested the County will be able to secure a consultant for planning and design to develop options for locating and building a Farmers Market structure on Pleasant Grove. The design will extend access to the market by creating an area that will invite customers to shop despite summer sun, heat or rain. The Market site was identified in the master plan of the active Sports Park as a Pleasant Grove multi-purpose structure. Another grant for construction of a Farmers Market is available through the USDA and will be pursued once the structure is designed.

**LEGISLATIVE HISTORY:**

- 04-07-2010 BOS approved submission of the Farmers Market and Local Food Marketing program grant application
- 03-01-2011 Application not funded. Feedback to improve grant application provided by grantor.

Submitted by staff: Patricia A. Groot, Grants Administrator and John Thompson, Extension Agent

\*\*\*\*\*

For County Administrator Use Only

Comments:

  
 \_\_\_\_\_  
 County Administrator's Signature

Q

**MOTION:** I move to accept the Byrne Justice Assistance Grant in the amount of \$1,156 administered by the Department of Criminal Justice Services and authorize a supplemental appropriation to the federal grant budget for the Sheriff's Office and authorize the County Administrator to execute any agreements, certificates and other documents required on behalf of the County of Fluvanna in order to carry out the terms of the grant with related contracts, subject to approval as to form by the County Attorney.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

SUBJECT: Byrne Justice Assistance Grant (JAG) award

RECOMMENDATION: Accept grant

FISCAL IMPLICATIONS: This is a federal formula grant awarded by the Commonwealth from the Byrne Justice Assistance Grant Program. The award of \$1,040 requires a \$116 County cash match, making the total grant \$1,156. Match is drawn from the police supply expenditure line of the existing Sheriff's budget. Funds must be expended prior to December 31, 2012 The CFDA number is 16.738. Account codes follow:

**Budget Supplement:**

- 20200033 334104 12BYR \$1040.00 Revenue
- 20200090 340100 12BYR \$116.00 TXFR from GF (match)
- 20231000 406010 12BYR \$1156.00 Police Supplies

**Budget Transfer:**

- 10031000 406014 \$116.00 Other Operating Supplies
- 10087000 409202 \$116.00 TXFR to 202

TIMING: Routine.

POLICY IMPLICATIONS: Expenditures under this grant will pay for crime prevention supplies intended to provide the community with information about gang violence, protecting property, drug related violence, and computer/advertisement scams, to name a few topics.

DISCUSSION: Funds will be used to purchase materials for distribution to the community.

Submitted by staff: Patricia A. Groot, Grants Administrator  
 Attachments: Award letter 

\*\*\*\*\*

For County Administrator Use Only

Comments:



County Administrator's Signature



# COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler  
Director

1100 Bank Street  
Richmond, Virginia 23219  
(804) 786-4000  
TDD (804) 386-8732

March 29, 2012

Mr. Jay Scudder  
County Administrator  
Fluvanna County  
P. O. Box 540  
Palmyra, VA 22963

Title: Byrne Justice Assistance Grant, 12-N1139LO11

Dear Mr. Scudder:

The Byrne Justice Assistance Grant Program (JAG) makes federal funds available to localities to help support their efforts to reduce crime and improve public safety. The Department of Criminal Justice Services has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. I am pleased to advise you that we are awarding your locality \$1,040.00 in federal funds. With the required local cash matching funds of \$116.00, your total award is \$1,156.00.

Enclosed you will find a **Statement of Grant Award and a Statement of Grant Award Special Conditions**. To indicate your acceptance of the award and conditions, please complete and sign the award acceptance and return it to Janice Waddy, General Administration Manager II, Office of Grants Management, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully, as they include specific requirements about how the grant funds must be managed once you receive them. We are required to provide the entire federal portion of your award in one distribution. Please refer to the enclosed "Post Award Instructions and Reporting Requirements" for details on how to request funds using our online Grants Management Information System (GMIS). **All financial reports and request for funds must be submitted through GMIS.**

In order to complete the award acceptance, you must also provide information on how your locality will use the awarded federal funds. Instructions are attached.

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Shelia Anderson at (804) 786-9469 or by email at [shelia.anderson@dcjs.virginia.gov](mailto:shelia.anderson@dcjs.virginia.gov).

Sincerely,

Garth L. Wheeler

Enclosures

cc: The Hon. Ryant L. Washington, Sheriff  
Ms. Renee Hoover, Finance Director  
Ms. Shelia Anderson, DCJS Monitor

Criminal Justice Service Board • Committee on Training • Advisory Committee on Juvenile Justice  
Advisory Committee to Court Appointed Special Advocate and Children's Justice Act Programs  
Private Security Services Advisory Board • Criminal Justice Information Systems Committee

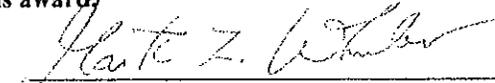
# Department of Criminal Justice Services

1100 Bank Street, 12<sup>th</sup> Floor, Richmond, VA 23219

## Byrne Justice Assistance Grant Statement of Award/Acceptance

<b>Subgrantee:</b> County of Fluvanna	Date: March 29, 2012 Grant No: 12-N1139LO11	Grant Period: April 1, 2012 - December 31, 2012	
<b>Project Director</b>	<b>Project Administrator</b>	<b>Finance Officer</b>	
The Hon. Ryant L. Washington Sheriff Fluvanna County Sheriff's Office P. O. Box 113  Palmyra, VA 22963  Phone No: (434) 589-8211	Mr. <del>Jay Scudder</del> <b>STEVE M. NICHOLS</b> County Administrator Fluvanna County P. O. Box 540  Palmyra, VA 22963  Phone No: (434) 591-1910	<del>Ms. Renee Hoover</del> <b>VACANT</b> Finance Director Fluvanna County P.O. Box 540  Palmyra, VA 22963  Phone No: (434) 591-1930	
<b>TOTAL PROJECT</b>	<b>Federal</b>	<b>Subgrantee Cash Match</b>	<b>TOTAL</b>
	\$1,040	\$ 116	\$1,156

This grant is subject to all rules, regulations, and special conditions included in this award.

  
Garth L. Wheeler, Director

Please provide the information requested below. See attached instructions for completing the award acceptance. Enter the amount of Federal funds you plan to spend in each category below. The total of Federal funds entered must equal the total of Federal funds awarded in this grant. Please round to the nearest dollar.

Purpose Areas	Federal Amount	Category
<b>1. Law Enforcement</b>		
a. Hiring	\$	# Current Officers
b. Overtime	\$	# Officers to Hire
c. Equipment:		# Current Support Personnel
(1) Traditional Law Enforcement Equipment	\$	# Support Personnel to Hire
(2) Information Technology	\$	Sworn <input type="checkbox"/> Civilian <input type="checkbox"/>
<b>2. Prosecution &amp; Courts</b>	\$	
<b>3. Prevention &amp; Education</b>	\$	
<b>4. Corrections &amp; Community Corrections</b>	\$	
<b>5. Drug Treatment</b>	\$	
<b>6. Planning, Education &amp; Technology Improvement</b>	\$	

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Project Administrator: \_\_\_\_\_ Title: \_\_\_\_\_

# STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services

1100 Bank Street, 12<sup>th</sup> Floor

Richmond, Virginia 23219

## Byrne Justice Assistance Grant Program -- Local Agencies

**Subgrantee:** Fluvanna County

**Grant Number:** 12-N1139LO11

**Federal Catalog No.:** 16.738

**Title:** Local L. E. Block Grant

**Date:** March 29, 2012

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
  - to use the grant funds to carry out the activities subgrantee establishes in the Statement of Grant Award/Acceptance, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
  - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
  - and, to comply with all terms, conditions, and assurances attached to this award.
2. The subgrantee agrees to submit such reports as requested by DCJS.
3. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
4. By accepting this grant, the recipient assures that a trust fund will be established in which to deposit grant funds. Any interest gained from the trust fund may be used to add to the Federal award amount. Any interest earned must be spent within the grant period, and on eligible program activities.
5. If these requirements can be met within the recipient's current financial management system, there is no need to establish a separate account.
6. Grant funds are not to be used to purchase, lease, rent, or acquire tanks or armored vehicles, fixed-wing aircraft, limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement.
7. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
8. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS.
9. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
10. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
  - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
  - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
  - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;

19

**MOTION:** I move to adopt the resolution of revised guidelines for projects under the Public-Private Education Facilities and Infrastructure Act of 2002, as amended.

Attachments: Summary of the PPEA Procedures  
Final Checklist  
Revised PPEA Guidelines  
Resolution to Adopt Revised Guidelines

\*\*\*\*\*

*For County Administrator's Use Only*

Comments:



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Steven M. Nichols, County Administrator

## **SUMMARY OF THE COUNTY OF FLUVANNA'S PPEA PROCEDURES**

### **I. Unsolicited Proposals**

- a. County Administrator receives unsolicited proposal from a private entity;
- b. Private entity also sends any affected local jurisdiction copy of proposal;
- c. Proposal Review Fee to be paid by private entity, if applicable;
- d. Affected Local Jurisdictions have 60 days from receipt of any proposal to submit written comments, which must be considered by the County in evaluating any proposal;
- e. County determines to accept the unsolicited proposal for publication and conceptual phase consideration; or the County determines to reject the proposal and must return the proposal, any accompanying documentation and all fees to the proposer;
- f. If County accepts an unsolicited proposal for publication and conceptual phase consideration it must be posted and published pursuant to Section IV.A.2 (any references to "Section" herein refer to sections of the "Public-Private Education Facilities and Infrastructure Act of 2002, as Amended, County of Fluvanna, Amended and Restated Guidelines and Procedures, Adopted: May 2, 2012". This is to give other private entities an opportunity to provide competing proposals;
- g. Conceptual Proposals (see Section VI.A for proper format) shall be posted by the County within 10 working days after acceptance for further consideration pursuant to Section IV.B;
- h. The County should determine the type of procurement procedures it would use to develop and operate the qualifying project pursuant to Section V.2;
- i. After reviewing the original proposal and any competing proposals, the County Administrator should recommend a course of action to the Board of Supervisors pursuant to Section V.3;
- j. If, the County decides to proceed with a proposal, then the private entity will submit the documentation required by the Detailed Stage, see Section VI.B;
- k. County considers the proposals using the evaluation and selection criteria of Section VII;
- l. County can ask a Public Private Partnership Advisory Committee to review the proposal(s) pursuant to Section VIII.A;
- m. County may enter into an Interim Agreement pursuant to Section IX.A if the Board of Supervisors deems necessary;
- n. If the County wishes to accept a proposal, then the County must work with the private entity to draft a comprehensive agreement pursuant to Section IX.B;
- o. Then, the County must have a public hearing on the proposal(s) received at least 30 days prior to entering into an interim or comprehensive agreement pursuant to Section IX.C (including a requirement that the proposed interim or comprehensive agreement be published);

- p. After the public hearing, the Board of Supervisors can enter into the comprehensive agreement;
- q. Once an interim or comprehensive agreement has been executed and entered into, the County shall make procurement records available for public inspection;
- r. Any comprehensive agreement must be filed with the Auditor of Public Accounts

## **II. Solicited Proposals**

- a. County may issue a Request for Proposals or Initiations for Bids, inviting proposals under the PPEA;
- b. County Administrator receives solicited proposal from a private entity;
- c. Private entity also sends any affected local jurisdiction copy of proposal;
- d. Proposal Review Fee to be paid by private entity, if applicable;
- e. Affected Local Jurisdictions have 60 days from receipt of any proposal to submit written comments, which must be considered by the County in evaluating any proposal;
- f. County determines to accept the unsolicited proposal for publication and conceptual phase consideration; or the County determines to reject the proposal and must return the proposal, any accompanying documentation and all fees to the proposer;
- g. If County accepts an unsolicited proposal for publication and conceptual phase consideration it must be posted and published pursuant to Section IV.A.2. This is to give other private entities an opportunity to provide competing proposals;
- h. Conceptual Proposals (Section VI.A discusses proper format of the same) shall be posted by the County within 10 working days after acceptance for further consideration pursuant to Section IV.B;
- i. The County should determine the type of procurement procedures it would use to develop and operate the qualifying project pursuant to Section V.2;
- j. After reviewing the original proposal and any competing proposals, the County Administrator should recommend a course of action to the Board of Supervisors pursuant to Section V.3;
- k. If, the County decides to proceed with a proposal, then the private entity will submit the documentation required by the Detailed Stage, see Section VI.B;
- l. County considers the proposals using the evaluation and selection criteria of Section VII;
- m. County can ask a Public Private Partnership Advisory Committee to review the proposal(s) pursuant to Section VIII.A;
- n. County may enter into an Interim Agreement pursuant to Section IX.A if the Board of Supervisors deems the same necessary;
- o. If the County wishes to accept a proposal, then the County must work with the private entity to draft a comprehensive agreement pursuant to Section IX.B;

- p. Then, the County must have a public hearing on the proposal(s) received at least 30 days prior to entering into an interim or comprehensive agreement pursuant to Section IX.C (including a requirement that the proposed interim or comprehensive agreement be published);
- q. After the public hearing, the Board of Supervisors can execute and enter into the comprehensive agreement;
- r. Once an interim or comprehensive agreement has been executed and entered into, the County shall make procurement records available for public inspection; and
- s. Any comprehensive agreement must be filed with the Auditor of Public Accounts.

1  
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3  
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5

# PPEA INTERIM and COMPREHENSIVE AGREEMENTS CHECKLIST<sup>1</sup>

6  
7

## INTRODUCTION

8 The Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”) grants  
9 responsible public entities the authority to create public-private partnerships for the  
10 development of a wide range of projects for public use if the public entities determine there is a  
11 need for the project and that private involvement may provide the project to the public in a  
12 timely or cost-effective fashion. The PPEA defines "responsible public entity" (RPE) to include  
13 any public entity that “has the power to develop or operate the applicable qualifying project.”  
14 Individually negotiated interim or comprehensive agreements between a private entity and an  
15 RPE define the respective rights and obligations of the RPE and the private entity. It is in the  
16 best interests of both the RPE and the private entity to have an interim or comprehensive  
17 agreement that sufficiently lays out the rights and obligations of the parties.  
18

19 The PPEA provides a list of required provisions for comprehensive agreements (§ 56-575.9 of  
20 the Code of Virginia) and interim agreements (§ 56-575.9:1 of the Code of Virginia). In addition,  
21 the PPEA Model Guidelines Working Group has established Model PPEA Guidelines to facilitate  
22 the development of guidelines by RPEs and to assist in the implementation of the PPEA. The  
23 following is a suggested list of additional provisions and items that an RPE may wish to consider  
24 for inclusion in such agreements. This checklist is separated into three sections. Section I  
25 covers items that may be considered at the outset of drafting interim or comprehensive  
26 agreements. Section II consists of provisions that an RPE may want to consider for inclusion in  
27 an interim or comprehensive agreement. Section III includes additional items for consideration  
28 in an individual PPEA project, as needed.  
29

30  
31  
32

### **Section I. The following are items an RPE may want to consider for Interim or Comprehensive Agreements.**

- 33  
34  
35  
36  
37  
38  
39
- A. Check the correct legal name of the entity with which the RPE will be contracting. The Virginia State Corporation Commission (SCC) should be consulted, telephone number 1-866-722-2551, to be sure that the private entity is registered with the SCC and is authorized to do business in Virginia. If it is not registered with the SCC, it should be required to register as quickly as possible since Virginia law requires that entities doing business in Virginia are to be registered with the SCC. It is important

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<sup>1</sup> This PPEA checklist is based on a document titled "PPEA Interim and Comprehensive Agreements and Items to consider for Inclusion in Such Agreements" prepared by Gary E. Tegenkamp, Assistant City Attorney for the City of Roanoke. Assisting Mr. Tegenkamp in developing the document were R. B. Lawhorn and Sharon Gentry, also Roanoke City employees.

40 to know the legal entity that the RPE is dealing with because many times a parent  
41 entity will set up a separate corporation, LLC, or Limited Partnership for a particular  
42 project to limit the potential liability of the parent entity. The RPE needs to know  
43 this in order to understand what the risks are and to ensure that it gets appropriate  
44 bonds, and, in a particular case, perhaps even a guarantee from the parent entity.  
45

- 46 **B.** Check to be sure that the entity the RPE is contracting to perform the work under  
47 the interim or comprehensive agreement with has a Virginia Contractor's License, if  
48 one is required. If for some reason the entity that the RPE is contracting with is not  
49 required to have a Virginia Contractor's License, the RPE will want to be sure that  
50 the contractor doing the work under the resulting agreement does have a Virginia  
51 Contractor's License.  
52
- 53 **C.** Require that the private entity ensures that the subcontractors have all required  
54 Virginia licenses and permits and are registered with the Virginia SCC if they are  
55 doing business in Virginia.  
56
- 57 **D.** Verify that the private entity and its subcontractors have any required local business  
58 licenses.  
59
- 60 **E.** Consider whether the RPE will require the private entity to provide that the RPE will  
61 be a third party beneficiary of the private entity's contracts with its subcontractors  
62 and will notify its subcontractors of that fact. If for some reason the private entity  
63 that the RPE contracts with goes out of business, terminates the contract, or is in  
64 default and is terminated, then the RPE may have an argument and the ability to  
65 take over the subcontracts with the subcontractors and proceed with the work or  
66 have some other remedy to allow the project to continue. In addition, if some  
67 warranty issues arise later, such a clause may allow the RPE to seek a remedy  
68 against both the private entity and the subcontractor directly, especially if the  
69 private entity no longer exists because it may have been created only for the project.  
70

71 **Section II. The following are items that the RPE may want to consider for**  
72 **inclusion in an Interim Agreement or a Comprehensive Agreement.<sup>2</sup>**  
73

74 **A.** **Recitals and Consideration Clause**

- 75  
76  
77 **(1)** The recitals are the Whereas clauses that set forth the background of the  
78 PPEA process, how the Comprehensive Agreement was arrived at, how  
79 the RPE determined that the project is a qualifying project that serves the  
80 public purpose of the PPEA, and other terms that the RPE may want to  
81 include.  
82

---

<sup>2</sup> The order of the items set forth below may be rearranged and additional items may be added or some of the items may be deleted. As to interim agreements, only some of these items may be applicable.

83 (2) Next, there should be a statement of consideration that basically states  
84 something similar to, “Therefore, for and in consideration of the  
85 promises and mutual covenants contained herein, and subject to the  
86 conditions set forth herein, the parties hereby covenant, agree, and bind  
87 themselves as follows:” or similar language to show consideration and  
88 agreement to be bound by the Agreement.  
89

90 B. **Definitions** The first section after a consideration statement should be a  
91 definitions section. Since the Comprehensive Agreement usually involves many  
92 different items, including design as well as construction items, a “Definitions”  
93 section is important to define the various terms and how they will be used  
94 throughout the Comprehensive Agreement. This is especially the case if a term  
95 will have a meaning that is different from the term's general use. One important  
96 definition is the “Guaranteed Maximum Price” (or some other pricing  
97 methodology) for the project. However, there will usually be exceptions to that  
98 definition that will allow an increase in the Guaranteed Maximum Price under  
99 certain conditions because this involves a risk assessment and a risk acceptance  
100 by the private entity and/or the RPE since some issues cannot be anticipated in a  
101 qualifying project design and construction. Another important definition is that  
102 for “Contract Documents” which should include the various exhibits and  
103 attachments to the Agreement. If not elsewhere in the Agreement, an order of  
104 precedence can be included in the "Contracts Documents" section.  
105

106 C. **General Description** This section can give a general description of the work and  
107 include the term of the Agreement and the private entity status as an  
108 independent contractor. Subsections can also provide for subcontractors and  
109 how the private entity will proceed to provide the services and work called for by  
110 the Comprehensive Agreement. Since the term of the Agreement may be  
111 difficult to predict because of changes and unanticipated delays, it may be wise  
112 to provide that the term begins on the effective date of the Agreement and  
113 continues until all obligations under the Agreement have been properly and fully  
114 performed by the private entity.  
115

116 D. **The Work** This section should describe the work, the specifications, and the  
117 conditions affecting the work, as well as a subsection on the interpretation of  
118 the contract documents.  
119

120 E. **Project Development** This section should describe the project development,  
121 including the design and construction of the project as well as dealing with the  
122 drawings and specifications and the different stages for submitting design  
123 development drawings. The RPE should note that this section may also contain a  
124 statement that the private entity may be allowed to start construction in  
125 accordance with the project schedule even though all of the construction  
126 documents and drawings have not been approved for the final design. Since a  
127 PPEA qualifying project may be a type of design and construction combination  
128 project, the final drawings may not be approved until after construction is

129 started in order to expedite the project. This is a decision for the RPE depending  
130 on how it wants to proceed on the particular project involved.

131  
132 **F. Prices** This section should deal with the pricing and how the price is to be  
133 determined, and what changes will be allowed to the price to either increase or  
134 decrease it depending on certain conditions or developments.

135  
136 **G. Samples** Since most PPEA projects will involve construction and construction  
137 usually requires samples to be submitted pursuant to various specifications and  
138 drawings, a provision should be made on how samples will be approved, labeled,  
139 marked, the use of samples, the failure of any samples to pass testing, testing of  
140 samples, the cost of testing, and how samples will be inventoried. Those can all  
141 be subsections of the Samples section.

142  
143 **H. Measurements, Drawings, Specifications** This section can provide for  
144 measurements, drawings and specifications and how those are handled. Items  
145 to consider include how the private entity will verify measurements and onsite  
146 documents, the requirements for the drawings and specifications and how that  
147 will be handled, how shop drawings, submittals, coordination drawings and  
148 schedules will be handled, how the Architect or Engineer (A/E) will review the  
149 documents, and what review process the RPE as the owner will have and what  
150 approval authority the locality will have for such drawings. The RPE may also  
151 want to include in this section the requirements for “as built” or record drawings  
152 as well as spare parts data and how that will be handled for equipment that is  
153 furnished as part of the project.

154  
155 **I. Warranty** This section should involve what types of warranties the RPE will get,  
156 who the warranties will be from, what type of repairs are involved during the  
157 warranty period, information about manufacturer’s warranties and how they will  
158 be assigned or transferred to the RPE. The RPE may want to have a provision  
159 that all warranties are subject to the reasonable approval of the owner since  
160 manufacturer’s warranties may have various exclusions and some  
161 manufacturer’s warranties even require indemnity requirements back from the  
162 owner, which many localities cannot give, and so the RPE may want to deal with  
163 that with the private entity up front. This section should also deal with repairs,  
164 transfer of warranties and a nonwaiver provision that by accepting warranties or  
165 guarantees under the Agreement, the RPE does not waive any other legal rights  
166 or remedies that the RPE may have for breach of the Agreement or breach of  
167 any of the warranties or guarantees.

168  
169 **J. Insurance, Bonds and Risk of Loss**

170  
171 **(1)** This section should provide for the different types of bonds that are  
172 required, particularly the performance bond and the labor and material  
173 payment bond that the private entity should be required to provide.  
174 Since this is usually a combined design and construction project, an issue

175 can arise as to whether the bond should be in the full price of the  
176 contract or the comprehensive agreement amount or just the  
177 construction value of the project. If such a project were done in the  
178 normal course, the bonds would be for the construction value only and  
179 not for the cost of the A/E services. It is recommended that the RPE  
180 provide sample bonds so that the bonds are in a form that the RPE will  
181 find acceptable and not have to be negotiated later.

182  
183 (2) The insurance provisions should also be set forth in this section or  
184 another section and the RPE should have its risk management office  
185 review the requirements of the insurance provisions, including the  
186 amounts and the types of coverages that should be required. It should  
187 be noted that many construction projects involve the use of a crane and  
188 other matters of that nature, thus builder's risk insurance and rigger's  
189 liability stating "on hook" coverages may be appropriate depending on  
190 the project involved. Some localities may wish to take advantage of  
191 recent changes in legislation that allows localities to provide builder's risk  
192 by the RPE. In order to make this determination, the RPE must look at  
193 the risks and the costs involved and whether it is more advantageous to  
194 have the RPE provide this type of insurance or for the private entity to  
195 provide it and the possible differences in coverages and costs.

196  
197 (3) An errors and omissions subsection should be included to provide that  
198 the private entity and/or the A/E of the private entity maintain  
199 professional liability insurance in an approved amount since the A/E is  
200 providing the design services of a professional. It should be noted that  
201 most A/E professional liability insurance policies are usually on a claims  
202 made basis and the RPE's risk management department should  
203 determine how long the errors and omissions insurance should continue.

204  
205 (4) This section should also contain an indemnification subsection that  
206 provides that the private entity indemnify and hold harmless the RPE,  
207 etc. on whatever terms the RPE wants for its indemnity clause.

208  
209 (5) This section can also deal with bankruptcy issues and what happens if the  
210 private entity files for bankruptcy or is threatened with bankruptcy from  
211 the private entity's creditors. In addition, if a surety that may be on one  
212 of the bonds files for bankruptcy, then the private entity should be  
213 required to replace the bond or insurance policy with an equivalent one  
214 that is acceptable to the RPE.

215  
216 **K. Notices to Proceed, Commencement and Completion** This section should deal  
217 with the notices to proceed, the commencement of the work, and completion of  
218 the work. Under this section the RPE can set forth how the notices to proceed  
219 will be given, any notices of delay that may be required from the private entity, a  
220 liquidated damages clause for delay and how that will be handled, suspensions  
221 and delays, and what are excusable delays. In addition, this section should

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address the construction schedule and progress charts should be addressed, as well as any exception to the completion schedule and liquidated damages, if any are required in the particular project involved.

**L. Private Entity Responsibilities** This section can deal with items such as how the performance and superintendence of the work by the private entity are to be handled, materials and workmanship matters, the responsibility for the design of the project, and the use of the premises. Licenses, permits and responsibilities should also be addressed in this section as well as building codes, fees and charges for such items. This section should also include dealing with federal, state and local taxes as well as identification of contract deliverables. Other items that can be addressed in this section are patent and copyright indemnity, non-disclosure items, how heat will be provided to the project, any language requirements for an on-site superintendent, substitute materials or methods, advertising of awards, and any ground breaking ceremonies.

**M. Owner Rights and Responsibilities**

**(1)** This section can include the owner’s representative and how such a representative is designated, site visits, the owner-directed staffing changes, examination of records by the owner, and ownership of the work product. The RPE may want to be sure that the work product becomes the property of the owner or RPE so that the private entity will be required to include in its contract with the A/E or any design professionals that they agree to such a requirement. Otherwise, the locality may run into copyright issues from A/Es or other design professionals and whether or not the locality could use the drawings and specifications prepared by the A/E professional if something happens the A/E is no longer working on the job. The A/E should be required to meet the standard of care in Virginia for the applicable design professional providing such design or services so there is no question about what standard of care applies.

**(2)** This section can also deal with surveying of monuments and benchmarks, the owner’s partial occupancy of the project as well as the owned property and when the owner will take ownership of the property. Other items under this section can include other contracts that the RPE or owner may award for parts of the project that are not included in the Comprehensive Agreement and the requirements that the private entity shall cooperate and coordinate with such other contractors and with the owner’s employees or other representatives since the RPE may want to do some of the work on the project itself or through other contractors, such as providing furnishings for the project, etc. In certain cases, the RPE may wish to furnish some items for the project to the private entity and in such situations, the RPE may want to provide that such items are furnished “as is.”

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- N.** **Administrative Items** This section can provide some type of standard clause that all publications or other documents, such as manuals, handbooks, codes, standards, and specifications referred to in the Agreement for the purposes of establishing requirements applicable to equipment, materials, or workmanship are incorporated by reference into the Agreement, or similar type language.
- O.** **Subcontracting** This section can deal with subcontracts and how those are handled.
- P.** **Protection of Persons and Property** This section can deal with protection of persons and property. Under this section items such as accident prevention, health and safety standards, protection of the environment, existing vegetation, structures, utilities and improvements should be dealt with. In addition, under this section, access to the site, handling of asbestos and other hazardous materials, elevator work-qualifications, if appropriate, and other items of this nature should be addressed.
- Q.** **Payments** Under this section items such as invoices, payment, construction cost breakdown, allowable cost and payment, audit, final payment and other such matters should be dealt with. Items related to retainage should also be addressed in this section as well.
- R.** **Changes/Claims/Disputes**
- (1) These items can be broken into separate sections or handled as subsections under one section, but should include changes, whether the owner, without notice to any sureties, can require changes and that the contractor will proceed to provide the changes and how any disagreement as to additional compensation will be handled so that both parties understand how change procedures should be handled.
- (2) Under this section other items can be addressed, such as change order accounting, equitable adjustments, including cost for any A/E services, cost for development and construction, and differing site conditions. In addition, it is important to set out how resolutions of disputes, claims, and other matters should be handled and the procedures should be set out in detail.
- S.** **Terminations** This section should include termination for convenience of the RPE, termination for default, termination for owner default, and other matters of this nature.
- T.** **Inspection and Acceptance** Under this section, items such as inspection of professional services, inspection and acceptance of the work, technical supervision, approval of design, project closeout, asbestos-free and lead free paint certifications, and like matters should be dealt with.

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**U. Miscellaneous**

- (1) This section can address items that are not covered elsewhere. Under this section, items such as representations and warranties of authority, nondiscrimination, drug-free workplace, notices and where and how they should be sent with the addresses listed, successors and assigns, nonwaiver issues, severability, and counterparts signatures should be addressed. The RPE can also address the private entity’s payments to others, the owner’s right to audit, copy, and review the private entity’s records for the project, the faith-based statement required by § 2.2-4343.1 of the Code of Virginia, and the Ethics in Public Contracting provisions of Virginia Code.
- (2) Under this section or under a separate section, the RPE should have a governing law and forum selection provision that requires that all claims or litigation be litigated and presented in the jurisdiction of the RPE, either in a state or federal court within that RPE’s jurisdiction or just in a state court, depending on how the RPE wants to handle that matter. It should also provide that the law of Virginia applies so that no question can be raised as to what state’s law applies. It should be noted in this section “that the law of Virginia, without application of conflict of law provisions, should apply.” The RPE may want to add that all the parties voluntarily agree to submit to such jurisdiction and venue of such courts as well as the fact that the agreement shall not be construed in favor of or against either party, but construed according to the fair meaning as if both parties jointly prepared the Agreement, which will usually be the case in a PPEA matter.
- (3) Other items in a miscellaneous section or a separate section may include an annual appropriation and plan of finance or subject to annual appropriations clause. Financial statements can also be addressed in case an RPE wants the private entity to submit financial statements. Other items that can be set forth in a miscellaneous section or a separate section is the requirement that a copy of the Agreement needs to be sent to the Auditor of Public Accounts in accordance with the requirements of the PPEA, within 30 days after the effective date of the Agreement, or as the PPEA may otherwise require. Certification provisions can also be included in this section. Ethics in public contracting references, that headings are for convenience only, any minority and women-owned business enterprise and small business certification, and any consequential damage or limitation of liability issues can also be addressed in this section or in separate sections.

**V. Grant Funds** If federal, state, or other grant funds are or may be used for the project, the RPE should consider incorporating any grant documents and contracts into the Agreement and how those documents may affect the

362 Agreement and the project. These could be items such as Davis-Bacon Wage  
363 items, Buy America, and other federal and state requirements. In addition, the  
364 RPE should consider an order of procedures that addresses such federal and/or  
365 state items.

366  
367 **W. Entire Agreement** This section should provide that the entire Agreement and  
368 the attachments and exhibits are forming the entire Agreement along with the  
369 other provisions that the RPE wants to have in the entire agreement clause. In  
370 this type of clause, the RPE may want to include the fact that the private entity's  
371 conceptual phase and detailed phase proposals be attached and incorporated by  
372 reference for purposes of providing details concerning the overall intent of the  
373 parties, but that such exhibit is not intended to contradict the Agreement and  
374 that in the event of any inconsistencies, the Agreement would control, if that is  
375 what the RPE wants, or if the RPE wants some other order of precedence to  
376 control, the RPE can provide for that in this section.

377  
378 **X. Signature Page** This page should state that the parties are signing by their  
379 authorized representatives or there should be a separate section that the parties  
380 signing have the authority to sign. The RPE needs to be sure to have the proper  
381 legal name of the private entity as well as the RPE's name and any witnesses  
382 and/or certifications of funds that may be required by the RPE's procedures,  
383 including a notation about the ordinance number that may have authorized the  
384 Comprehensive Agreement. The RPE should also be sure that an authorized  
385 person of the private entity signs for the private entity.

386

387 **Section III. The following are additional items an RPE may want to consider**  
388 **for individual PPEA projects.**  
389

390  
391 **A.** The RPE should consult with its engineering department or engineering  
392 consultant as well as other appropriate consultants within the RPE, or  
393 consultants that are retained separate from the private entity, as to how items  
394 may be addressed in the Comprehensive Agreement such as allowances or other  
395 matters in order to guarantee a maximum price that may not exceed the amount  
396 available for the project. There are various ways to handle this and each project  
397 will determine how the RPE and the private entity arrive at a fair price for both  
398 parties and what events will allow for either increases or decreases in that price.

399  
400 **B.** If possible, the RPE should consider having a project manager who understands  
401 the contract and who would be in contact with the private entity on a regular  
402 basis so that any issues that arise can be dealt with early and resolved in a timely  
403 manner and to try to reduce the number of surprises that arise as the project  
404 continues. This can be beneficial to both parties and help to have a successful  
405 project.

406

407 C. The RPE, if the project is sufficiently large, may want to retain a separate entity  
408 to manage the project for the RPE and be sure that the private entity complies  
409 with the Comprehensive Agreement and the obligations under it. Although an  
410 additional expense to the RPE, the cost of retaining a project manager is usually  
411 money well spent since an RPE may not have sufficient manpower or experience  
412 to have someone present on the job site on a daily or almost daily basis to  
413 ensure that the RPE's interest is being served.

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415

## 416 CONCLUSION

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418 A PPEA project and the resulting agreements are not simple matters and many items need to  
419 be considered. Even then, unexpected items and matters will arise throughout the project and  
420 the best method of resolving those matters is good communications among the private entity,  
421 the RPE, and any project manager or management consultant the RPE may have retained to  
422 oversee the project for the RPE. Hopefully, the above checklist will help provide some insight  
423 and guidance for RPEs entering into PPEA projects.

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Adopted: May 2, 2012

**PUBLIC-PRIVATE EDUCATION FACILITIES AND  
INFRASTRUCTURE ACT OF 2002, AS AMENDED**

**COUNTY OF FLUVANNA**

**AMENDED AND RESTATED  
GUIDELINES AND PROCEDURES**

**Adopted: May 2, 2012**

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## I. INTRODUCTION

The Public-Private Education Facilities and Infrastructure Act of 2002, as amended<sup>1</sup> (the “Act”, or “PPEA”) is the legislative framework enabling departments, agencies and institutions of the Commonwealth of Virginia, as well as local governments and certain other public bodies, to enter agreements authorizing private entities (sometimes referred to herein as "private entity", “proposer” or "contractor") to develop and/or operate qualifying projects as defined in the Act. The guidelines and procedures presented in this document were developed pursuant to the requirements of Virginia Code Sections 56-575.3:1 and 56-575.16. These guidelines and procedures are to be followed by the County of Fluvanna, Virginia (sometimes referred to herein as "County") in reviewing, considering, approving and developing projects under the Act. The guidelines and procedures will also guide private entities who wish to partner with County in undertaking projects pursuant to the Act.

The Act grants responsible public entities authority to create public-private partnerships for development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide the project in a more timely or cost-effective fashion. For the purposes of the PPEA, the County is a “responsible public entity” (“RPE”) that has the power to develop or operate the applicable qualifying project. Individually negotiated interim or comprehensive agreements between a private entity and the County as an RPE will define the respective rights and obligations of the County and the private entity.

In order for a project to come under the PPEA, it must meet the definition of a "qualifying project." The PPEA contains a broad definition of "qualifying project" that includes public buildings and facilities of all types, and certain infrastructure and services such as:

- (i) Any education facility, including, but not limited to a school building (including any stadium or other facility primarily used for school events), any functionally related and subordinate facility and land to a school building, and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;
- (ii) Any building or facility that meets a public purpose and is developed or operated by or for any public entity;
- (iii) Any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;
- (iv) Utility and telecommunications and other communications infrastructure;
- (v) A recreational facility;
- (vi) Technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services;

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<sup>1</sup> Virginia Code Sections 56-575.1 through 56-575.18

- (vii) Any services designed to increase productivity or efficiency through the direct or indirect use of technology;
- (viii) Any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas;
- (ix) Any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or
- (x) Any solid waste management facility, as defined in Virginia Code Section 10.1-1400, that produces electric energy from solid waste.

The County may grant approval of the development or operation of the education facility, technology infrastructure or other public infrastructure or government facility needed by a public entity as a qualifying project, or the design or equipping of a qualifying project so developed or operated, if the County determines that the project serves the public purpose of the PPEA. The County may determine that the development or operation of the qualifying project as a qualifying project serves such public purpose if: (1) there is a public need for or benefit derived from the qualifying project of the type the private entity proposes as a qualifying project; (2) the estimated cost of the qualifying project is reasonable in relation to similar facilities; and, (3) the private entity's plans will result in the timely development or operation of the qualifying project. In evaluating any request, the County may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of outside advisors or consultants having relevant experience.

Because the PPEA is intended to encourage innovative partnerships between responsible public entities and private entities, the County is encouraged to maintain an open dialogue with private entities to discuss the need for infrastructure improvements.

Senate Bill 1153, passed during the 2009 legislative session, provides for the review of the Model Guidelines of the PPEA by the working group on an annual basis and further charges that the working group makes revisions as needed. In addition, the legislation charged the working group to develop best practices recommendations for use by RPEs. The County has developed these revised guidelines by reviewing the Model Guidelines prepared by the working group and the PPEA.

Although guidance with regard to the application of the PPEA is provided in this document, it is incumbent upon all entities, both public and private, to comply with the provisions of the PPEA and other applicable laws. These guidelines shall be interpreted in a manner to conform to the PPEA and, in the event that the PPEA is amended in a manner that either conflicts with these guidelines or concerns material matters not addressed by these guidelines, then these guidelines shall be interpreted in a manner to conform to the new law.

These guidelines and procedures amend and restate the revised Fluvanna County Procedures previously adopted April 15, 2009.

## **II. GENERAL PROVISIONS**

### **A. Proposal Submission**

A proposal may be either solicited by the County or delivered by a private entity on an unsolicited basis. Proposers are required to follow a two-part proposal submission process consisting of an initial conceptual phase and a detailed phase. The initial phase of the proposal should contain specified information on proposer qualifications and experience, project characteristics, project financing, anticipated public support or opposition, or both, and project benefit and compatibility. The detailed proposal should contain specified deliverables.

The PPEA allows private entities to include innovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations, including, if applicable, the portion of the tax-exempt private activity bond limitation amount to be allocated annually to the Commonwealth of Virginia pursuant, to the Economic Growth and Tax Relief Reconciliation Act of 2001 for the development of education facilities using public-private partnerships, and to provide for carryovers of any unused limitation amount. The PPEA is a flexible development tool that allows the use of innovative financing techniques. Depending on the circumstances of each transaction, financing options might include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, property exchanges, development agreements, conduit financing and other methods allowed by law.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the County. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by the County of the financial feasibility of the proposed project. The cost analysis of a proposal should not be linked solely to the financing plan, as the County may determine to finance the project through other available means.

The County will develop clearly delineated criteria for (i) selecting among competing proposals and (ii) the use of accelerated documentation, review, and selection processes for proposals involving a qualifying project that the County deems a priority. In addition, to facilitate the flow of critical information, the County may establish criteria by which the proposer may provide clarification to a submitted proposal.

**B. Affected Local Jurisdictions**

Virginia Code Section 56-575.6 requires that any private entity requesting approval from or submitting a proposal to the County must provide each affected local jurisdiction a copy of the private entity's request or proposal. The private entity is responsible for documenting delivery of the request or proposal to each affected local jurisdiction; and, upon the request of the County, the private entity is required to provide the County proof of delivery.

Affected local jurisdictions have sixty (60) days from the receipt of the request or proposal to submit written comments to the County, and to indicate whether the proposed qualifying project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital improvements budget or other government spending plan. Comments received by the County within the sixty (60) day period shall be considered in evaluating the request or proposal; however, no negative inference shall be drawn from the absence of comment by an affected local jurisdiction.

In providing the request or proposal to the affected local jurisdiction, the private entity may withhold information that the County has deemed to be confidential and not subject to release under the Freedom of Information Act, in accordance with Section II.D of these Guidelines.

**C. Proposal Review Fee**

The County shall receive an analysis of the proposal from appropriate internal staff or outside advisors or consultants with relevant experience in determining whether to enter into an agreement with the private entity. Pursuant to Virginia Code Section 56-575.3:1(C), the County shall engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the responsible public entity, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project unless the Board of Supervisors determines that such analysis of a request by a private entity for approval of a qualifying project shall be performed by employees of the County. By adopting these guidelines, the Board of Supervisors determines that since there are County employees who are professionals within the engineering and other fields, analysis of qualifying projects under these guidelines shall be performed by County employees unless the County Administrator determines there is a need for other professionals to provide analysis for a particular qualifying project. The County may receive additional analysis of the proposal from appropriate internal staff or outside advisors or consultants with relevant experience in determining whether to enter into an agreement with the private entity. The County may charge a fee to the private entity to cover the costs of processing, reviewing, and evaluating any unsolicited proposal or competing unsolicited proposal submitted under the PPEA, including a fee to cover, without limitation, the costs of outside professionals, attorneys, consultants, and financial, technical and other necessary advisors. Any fee charged for such review of a proposal should be reasonable in comparison to the level of expertise required to review the proposal and should not be greater than the direct costs associated with evaluating the proposed qualifying project. "Direct costs" may include, without limitation, (i) the cost of staff time required to process, evaluate, review and respond to the proposal and (ii) the out-of-pocket costs of attorneys, consultants, and financial, technical or other necessary advisors.

The proposal fee may cover all or part of the initial review process. For example, the County may require a proposal fee in an amount sufficient to cover all anticipated direct costs associated with evaluating the proposal, or the County may require a smaller initial processing fee with an additional proposal fee to be charged should the project proceed beyond the initial review. If the cost of reviewing the proposal exceeds the initially established proposal fee, the County may assess the proposer the additional costs deemed necessary to evaluate the proposal.

No fee will be charged by County to process, review or evaluate any solicited proposal submitted under the PPEA.

If the County chooses to proceed with evaluation of proposal(s) under the PPEA, it shall not do so until the entire proposal review fee charged, if any, has been paid to the County in full.

As noted in Section IV.A.1 below, if the County determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it will return the proposal,

together with all fees and accompanying documentation, to the proposer.

**D. Freedom of Information Act**

**1. General applicability of disclosure provisions.**

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act ("FOIA") except that subdivision 11 of § 2.2-3705.6 exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the County may elect to release some or all of documents except to the extent the documents are:

a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 *et. seq.*);

b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

c. Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the County must comply with the provisions of such order.

The County may contact the Freedom of Information Act Council (FOIAC) regarding the applicability of the access provisions of FOIA:

General Assembly Building, 2 <sup>nd</sup> Floor	Telephone: 804/225-3056
910 Capitol Street Richmond, VA 23219	Toll-Free: 1-866-448-4100
Email: <a href="mailto:foiacouncil@leg.state.va.us">foiacouncil@leg.state.va.us</a>	Facsimile: 804/371-8705

**2. Protection from mandatory disclosure for certain documents submitted by a private entity.**

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the County at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in Section II.D.1.

Upon the receipt of a written request for protection of documents, the County shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the County or private entity in accordance with Section II.D.1. The County shall make a written determination of the nature and scope of the protection to be afforded by the County under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity should be accorded an opportunity to withdraw its proposal. Nothing

shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in Section II.D.1 .

Once a written determination has been made by the County, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the County or any affected jurisdiction to which such documents are provided.

If a private entity fails to designate trade secrets, financial records, or other confidential or proprietary information for protection from disclosure, such information, records or documents shall be subject to disclosure under FOIA.

**3. Protection from mandatory disclosure for certain documents produced by the County.**

The County may withhold from disclosure memoranda, staff evaluations, or other records prepared by the County, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior to or after the execution of an interim or a comprehensive agreement, the financial interest or bargaining position of the County would be adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by the County.

Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.

**4. The County may not withhold from public access:**

(a) procurement records other than those subject to the written determination of the County;

(b) information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind entered into by the County and the private entity;

(c) information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or

(d) information concerning the performance of any private entity developing or operating a qualifying transportation facility or a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the County must comply with such order.

**E. Use of Public Funds**

Virginia constitutional and statutory requirements and County ordinances and policies as they apply to appropriation and expenditure of public funds apply to any interim or

comprehensive agreement entered into by the County under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

**F. Applicability of Other Laws**

Nothing in the PPEA shall affect the duty of the County to comply with all other applicable federal, state and local laws, regulations and rules not in conflict with the PPEA. Likewise, in submitting proposals and in developing, executing or operating facilities under the PPEA, private entities shall comply with all applicable federal, state and local laws, regulations and rules. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA. Once an interim or comprehensive agreement has been executed, the County shall make available, upon request, procurement records in accordance with Virginia Code Section 2.2-4342.

**G. Individual Responsible to Receive Proposals and Respond to Inquiries**

The County representative assigned the responsibility of receiving proposals under the PPEA and also to respond to inquiries as well as hold informational meetings and to insure fair treatment of all who submit a proposal is: County Administrator, County of Fluvanna, County Administration Building, 132 Main Street, P. O. Box 540, Palmyra, VA 22963; Phone: (434) 591-1910; Fax: (434) 591-1911.

**III. SOLICITED PROPOSALS**

The County may issue Requests for Proposals (RFPs) or Invitations for Bids (IFBs), inviting proposals from private entities to develop or operate qualifying projects. The County uses a two-part proposal process consisting of an initial conceptual phase and a detailed phase. An RFP/IFB may invite proposers to submit proposals on individual projects identified by the County. In such a case the County will set forth in the RFP/IFB the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA. The County may establish suggested timelines for selecting proposals for the review and selection of solicited proposals.

The RFP/IFB must specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFP/IFB also should contain or incorporate by reference any applicable terms and conditions, and should specify any unique capabilities or qualifications that will be required of private entities. Prep-proposal conferences may be held as deemed appropriate by the County.

The RFP/IFB should be posted in such public areas as are normally used for posting of the County's notices, including the County's website. Notices should also be published in a newspaper or other publications of general circulation and advertised in *Virginia Business Opportunities* and posted on the Commonwealth's electronic procurement site. In addition, solicited proposals should be posted pursuant to Section IV.B. The RFP should also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the County.

#### IV. UNSOLICITED PROPOSALS

The PPEA permits the County to receive, evaluate and select for negotiations unsolicited proposals from private entities to develop or operate a qualifying project.

The County may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of an RFP/IFB, the proposal shall be treated as an unsolicited proposal. The County may establish suggested timelines for selecting proposals for the review and selection of unsolicited proposals. Unsolicited proposals should be submitted to the County Administrator, and the delivery should be confirmed for the proposer by written receipt.

##### A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. Upon receipt of any unsolicited proposal or group of proposals and payment of any required fee by the proposer or proposers, the County should determine whether to accept the unsolicited proposal for the purpose of publication and conceptual-phase consideration. If the County determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it will return the proposal, together with all fees and accompanying documentation, to the proposer. The County reserves the right to reject any and all proposals at any time. Pursuant to Virginia Code Section 56-575.3(D), if the County rejects a proposal initiated by a private entity that purports to develop specific cost savings, then the County shall specify the basis for the rejection.

2. If the County chooses to accept an unsolicited proposal for publication and conceptual-phase consideration, it shall post a notice in a public area regularly used by the County for posting of public notices for a period of not less than forty-five (45) days. The County shall also publish the same notice for a period of not less than forty-five (45) days in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing unsolicited proposals. In addition, the notice should be advertised in *Virginia Business Opportunities* and on the Commonwealth's electronic procurement website. The notice shall state that the County (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the procedures adopted by the County and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations.

To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the County familiar with the unsolicited proposal and the guidelines established by the County shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The County shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the County shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

3. Prior to posting of the notices provided for in this subsection, the County shall receive from the initial proposer(s) the balance due, of the required project proposal review fee.

#### **B. Posting Requirements**

1. Conceptual proposals, whether solicited or unsolicited, shall be posted by the County within ten (10) working days after acceptance of such proposals for further consideration in the following manner: Posting shall be on the County's website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of the County

2. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the County so as to provide maximum notice to the public of the opportunity to inspect the proposals.

3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of Virginia Code Section 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the County and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

#### **V. REVIEW OF SOLICITED AND UNSOLICITED PROPOSALS**

1. Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the County for further review at the conceptual stage. Formatting suggestions for proposals at the conceptual stage are found at Section VI.A.

2. The County will determine at the initial review stage (conceptual stage) whether it will proceed using:

- a. Standard procurement procedures consistent with procurement through competitive sealed bidding, as defined in Virginia Code Section 2.2-4301 and subsection B of 2.2-4310, under the Virginia Public Procurement Act<sup>2</sup>;
- b. For professional services, standard procurement procedures consistent with procurement of "professional services" through competitive negotiation, as defined in Virginia Code Section 2.2-4301 and subsection B of 2.2-4310, under the Virginia Public Procurement Act; or
- c. Standard procurement procedures consistent with procurement of "other than professional services" through competitive negotiation, as defined in Virginia Code

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<sup>2</sup> Virginia Code Section 2.2-4300 et seq.

Section 2.2-4301 and subsection B of 2.2-4310, under the Virginia Public Procurement Act. The County may proceed using such procedures only if it makes a written determination that doing so is likely to be advantageous to the County and the public based upon (i) the probable scope, complexity or priority of the project; (ii) risk sharing, including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the private entity; or (iii) an increase in funding, dedicated revenue source or other economic benefit that would not otherwise be available. When using such procedures, the County shall not be required to select the proposal with the lowest price offer, but may consider price as one factor in evaluating the proposals received. Other factors that may be considered include (i) the proposed cost of the qualifying facility; (ii) the general reputation, industry experience, and financial capacity of the private entity; (iii) the proposed design of the qualifying project; (iv) the eligibility of the facility for accelerated selection, review, and documentation timelines under the County's guidelines; (v) local citizen and government comments; (vi) benefits to the public; (vii) the private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan; (viii) the private entity's plans to employ local contractors and residents; and (ix) other criteria that the County deems appropriate.

The County may adopt other guidelines and procedures consistent with Virginia Code Section 56-575.16.

3. After reviewing the original proposal and any competing proposals submitted during the notice period, the County Administrator may recommend to the Board of Supervisors:

- (i) not to proceed further with any proposal;
- (ii) to proceed to the detailed (Part 2) stage of review with the original proposal;
- (iii) to proceed to the detailed (Part 2) stage with a competing proposal;
- (iv) to proceed to the detailed (Part 2) stage with multiple proposals; or
- (v) to request modifications or amendments to any proposals.

The Board of Supervisors shall approve, in writing, the course of action to be implemented by the County, after considering any recommendation of the County Administrator.

In the event that more than one proposal will be considered in the detailed (Part 2) phase of review, the County shall determine whether the unsuccessful private entity, or entities, shall be reimbursed, in whole or in part, for costs incurred in the detailed stage of review. In such case, reasonable costs may be assessed to the successful proposer as part of any ensuing interim or comprehensive agreement.

4. Discussions between the County and a private entity about the need for infrastructure improvements shall not inhibit the County's ability to employ other procurement procedures to meet such needs. The County retains the right to reject any proposal at any time,

without penalty, prior to the execution of an interim or comprehensive agreement. Pursuant to Virginia Code Section 56-575.3(D), if the County rejects a proposal initiated by a private entity that purports to develop specific cost savings, then the County shall specify the basis for the rejection.

## **VI. PROPOSAL PREPARATION AND SUBMISSION**

### **A. Format for Submissions at Conceptual Stage (Part 1)**

Proposals at the conceptual stage must contain information in the following areas: (i) qualifications and experience, (ii) project characteristics, (iii) project financing, (iv) anticipated public support or opposition, or both, (v) project benefit and compatibility and (vi) any additional information as the County may reasonably request to comply with the requirements of the PPEA. Suggestions for formatting information to be included in proposals at this stage include the items listed below, as well as any additional information or documents that County may request:

#### 1. Qualification and Experience

- a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- b. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.
- c. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- d. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.
- e. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

#### 2. Project Characteristics

- a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

- b. Identify and fully describe any work to be performed by the County.
- c. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- d. Identify any anticipated adverse social, economic, and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.
- e. Identify the projected positive social, economic, and environmental impacts of the project.
- f. Identify the proposed schedule for the work on the project, including the estimated time for completion.
- g. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- h. State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on the County's use of the project.
- i. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- j. List any other assumptions relied on for the project to be successful.
- k. List any contingencies that must occur for the project to be successful.

### 3. Project Financing

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- b. Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports.
- c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

- d. Identify the proposed risk factors and methods for dealing with these factors.
- e. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the County's credit or revenue.
- f. Identify the amounts and the terms and conditions for any revenue sources.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

#### 4. Project Benefit and Compatibility

- a. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- c. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- d. Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of the County and whether the project is critical to attracting or maintaining competitive industries and businesses to the County or the surrounding region.
- e. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.
- f. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses: (i) minority-owned businesses, (ii) woman-owned businesses, and (iii) small businesses.

#### **B. Format for Submissions at Detailed Stage (Part 2)**

If the County decides to proceed to the detailed stage (Part 2) with one or more proposals, each selected private entity must provide the following information, where applicable, unless the County waives the requirement or requirements:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;
2. A description of the qualifying project, including the conceptual design of such

facility or facilities or a conceptual plan for the provision of services or technology infrastructure, and a schedule for the initiation of and completion of the qualifying project to include the proposed major responsibilities and timeline for activities to be performed by both the County and the private entity;

3. A statement and strategy setting out the method by which the private entity proposes to secure all necessary property interests required for the qualifying project. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the public entity to condemn;
4. Information relating to the current plans for development of facilities or technology infrastructure to be used by a public entity that are similar to the qualifying project being proposed by the private entity, if any, of each affected local jurisdiction;
5. A list of all permits and approvals required for the qualifying project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals;
6. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings;
7. A statement setting forth the private entity's general plans for financing of the qualifying project including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity;
8. The names and addresses of the persons who may be contacted for additional information concerning the request;
9. User fees, lease payments, and other service payments over the term of the interim or comprehensive agreement pursuant to Virginia Code Section 56-575.9 or 56.575.9:1 and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;
10. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance;
11. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using any relevant County adopted service levels or standards;

12. A detailed discussion of assumptions regarding user fees or rates and usage of the projects;
13. Identification and discussion of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications;
14. Demonstration of consistency with appropriate County and affected local jurisdiction comprehensive plans (including related environmental, land use, and facility standards ordinances, if applicable), infrastructure development plans, transportation plans, the capital improvement plan and capital budget, or indication of the steps required for acceptance into such plans;
15. Explanation of how the proposed project would impact local development plans of each affected local jurisdiction;
16. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In addition, identification of any known conflicts of interest or other disabilities that may impact the public entity's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Section 2.2-3100 et seq.) of Title 2.2, Code of Virginia; and
17. Additional material and information as the County may request.

## **VII. PROPOSAL EVALUATION AND SELECTION CRITERIA**

In selecting proposals, the County must consider all relevant information from both the Conceptual Stage and the Detailed Stage and there are several other factors that the County may wish to consider when evaluating and selecting a proposal under the PPEA. The following are some factors that may be considered by the County in the evaluation and selection of PPEA proposals:

### **A. Qualifications and Experience**

To determine whether the proposer possesses the requisite qualifications and experience, factors to consider in review of either phase should include:

1. Experience, training and preparation with similar projects;
2. Demonstration of ability to perform work;
3. Leadership structure;
4. Project manager's experience;

5. Management approach;
6. Financial condition; and
7. Project ownership.

**B. Project Characteristics**

Factors to consider in determining the project characteristics include:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology, technical feasibility;
5. Conformance with applicable laws, regulations, codes, guidelines and standards;
6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

**C. Project Financing**

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:

1. Cost and cost benefit to the County;
2. Financing and the impact on the debt or debt burden of the County;
3. Financial plan, including overall feasibility and reliability of plan; the private entity's past performance with similar plans and similar projects; degree to which the private entity has conducted due diligence investigation and analysis of proposed financial plan and results of any such inquiries or studies;
4. Opportunity cost assessment;
5. Estimated cost;
6. Life-cycle cost;
7. The identity, credit history, and past performance of any third party that will

provide financing for the project and the nature and timing of their commitment, as applicable; and

7. Such other items as the County deems appropriate.

The County may elect to accept the private entity's financing proposal or may select its own finance team, source, and financing vehicle. In the event that any project, or portion thereof, is financed through the issuance of obligations that are deemed to be tax-supported debt of the County, or if financing such a project may impact the County's debt rating or financial position, the County may select its own finance team, source, and financing vehicle.

**D. Public Benefit and Compatibility**

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:

2. Community benefits;
3. Community support or opposition, or both;
4. Public involvement strategy;
5. Compatibility with existing and planned facilities; and
6. Compatibility with local, regional, and state economic development efforts.

**E. Other Factors**

Other factors that may be considered in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;
2. The general reputation, industry experience, and financial capacity of the private entity;
3. The proposed design of the qualifying project;
4. The eligibility of the project for accelerated documentation, review, and selection;
5. Local citizen and government comments;
6. Benefits to the public, including financial and nonfinancial;
7. The private entity's compliance with a minority business plan, enterprise participation plan or good faith effort to comply with the goals of such plan;
8. The private entity's plan to employ local contractors and residents; and

9. Other criteria that the County deems appropriate.

## **VIII. ADDITIONAL REVIEW PROCEDURES**

### **A. Public Private Partnership Advisory Committee**

The County may establish criteria to trigger establishment of an advisory committee consisting of representatives of the Board of Supervisors, County staff and County Citizens to review the terms of the proposed interim or comprehensive agreement. The criteria should include, but not be limited to, the scope, total cost and duration of the proposed project, and whether the project involves or impacts multiple public entities. Timelines for the work of the committee should be developed and made available to proposers.

### **B. Appropriating Body**

If the responsible public entity for appropriating or authorizing funding to pay for a qualifying project is different from the responsible public entity reviewing or approving the project, then the responsible public entity reviewing or approving the project should establish a mechanism for that appropriating body to review any proposed interim or comprehensive agreement prior to execution. When a school board is the responsible public entity, the school board may enter into an interim or comprehensive agreement only with the approval of the Board of Supervisors.

## **IX. INTERIM AND COMPREHENSIVE AGREEMENTS**

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the County. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The County may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the County and the selected proposer with regard to the project.

The County shall not accept liability for any part or phase of a project prior to entering into a properly executed interim or comprehensive agreement. The Board of Supervisors of the County shall review and approve any interim or comprehensive agreement pursuant to the PPEA prior to execution. Any studies and analyses considered by the County in its review of a proposal shall be disclosed to the Board of Supervisors at some point prior to the execution of an interim or comprehensive agreement. In connection with its approval of a qualifying project, the County shall establish a date for the commencement of activities relating to the qualifying project. The County may extend such date from time to time.

Any changes in the terms of an executed interim or comprehensive agreement shall be in the form of a written amendment.

### **A. Interim Agreement Terms**

Interim agreements may be used when it is necessary or advisable to segment a project to

produce distinct and clear deliverables necessary to keep the project moving towards development of a comprehensive agreement. An interim agreement may not be used to have the County assume risks that should be assumed by the proposer or to pay costs attributable to the private entity's efforts in making the proposal. Interim agreements require the same level of approval as Comprehensive Agreements.

The scope of an interim agreement may include, but is not limited to:

1. Project planning and development;
2. Design and engineering;
3. Environmental analysis and mitigation;
4. Survey;
5. Ascertaining the availability of financing for the proposed facility(ies) through financial and revenue analysis;
6. Establishing a process and timing of the negotiation of the comprehensive agreement; and
7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

Development of an interim agreement is in the sole discretion of the Board of Supervisors of the County and in no way limits the rights reserved by the County to terminate the evaluation of any or all proposals at any time.

**B. Comprehensive Agreement Terms**

The scope of the comprehensive agreement shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, development, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, in the forms and amounts satisfactory to the County and in compliance with Virginia Code Section 2.2-4337 for those components of the qualifying project that involve construction;
2. The review and approval of plans and specifications for the qualifying project by the County. This shall not be construed as requiring the private entity to complete design of a qualifying project prior to the execution of a comprehensive agreement;
3. The rights of the County to inspect the qualifying project to ensure the private entity's activities are acceptable to the County in compliance with the comprehensive agreement and any development plans and specifications;

4. The maintenance of a policy or policies of public liability insurance or self-insurance (copies of which shall be furnished to the County accompanied by proofs of coverage), each in form and amount satisfactory to the County and reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by the County to ensure that the qualifying project is properly maintenance;
6. Reimbursement to be paid to the County by the private entity for services provided by the County, and the specific terms relating thereto;
7. The policy and procedures that will govern the rights and responsibilities of the County and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity including the conditions governing assumption of the duties and responsibilities of the private entity by the County and the transfer or purchase of property or other interests of the private entity by the County;
8. The terms under which the private entity will file appropriate financial statements on a periodic basis;
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that is the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project;
  - a. A copy of any service contract shall be filed with the County.
  - b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
  - c. Classifications according to reasonable categories for assessment of user fees may be made.
10. The terms and conditions under which the County may be required to contribute financial resources, if any;
11. The terms and conditions under which existing site conditions will be addressed, including identification of the party responsible for conducting assessments and taking necessary remedial action;
12. The terms and conditions under which the County will be required to pay money to the private entity and the amount of any such payments for the project;
13. The duties of the private entity under the PPEA;
14. Other requirements of the PPEA or other applicable law; and

15. Such other terms and conditions as the County may deem appropriate.

The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

Parties submitting proposals understand that representations, information and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the County. Accordingly, as part of the Comprehensive Agreement, the prospective contractor and its team members shall certify that all material representations, information and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the prospective contractor shall immediately notify the County of same. Any violation of this section of the Comprehensive Agreement shall give the County the right to terminate the Agreement, withhold payment or other consideration due, and seek any other remedy available under the law.

**C. Public Hearing during Proposal Review Process**

1. At some point during the proposal review process, but at least thirty (30) days prior to entering into an interim or comprehensive agreement, the County shall hold a public hearing on the proposals that have been received.
2. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete, but before an interim agreement or a comprehensive agreement is entered into, the County shall post the proposed agreement in the following manner:
  - a. Posting shall be on the County's website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the agreement and the location where copies of the agreement are available for public inspection. Posting may also be on the Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of the County.
  - b. In addition to the posting requirements, at least one copy of the agreement shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of Virginia Code Section 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the County and the private entity.
  - c. Any studies and analyses considered by the County in its review of a proposal shall be disclosed to the appropriating body at some point prior to the execution of an interim or comprehensive agreement.
3. Once an interim agreement or a comprehensive agreement has been executed and entered into, the County shall make procurement records available for public

inspection, upon request.

- a. Such procurement records shall include documents initially protected from disclosure during the negotiation phase on the basis that the release of such documents would adversely affect the financial interest or bargaining position of the County or private entity in accordance with Section II.D.3.
- b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Virginia Code Section 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

To the extent access to procurement records are compelled or protected by a court order, then the County must comply with such order.

**D. Filing of PPEA Comprehensive Agreement with Auditor of Public Accounts**

In compliance with Virginia Code Section 56-575.9F, the County, within thirty (30) days of entering into a comprehensive agreement pursuant to the PPEA, shall submit a copy of such agreement and all supporting documents to the Auditor of Public Accounts.

**X. GOVERNING PROVISIONS**

In the event of any conflict between these guidelines and procedures and the PPEA, as the same may be amended from time to time, the terms of the PPEA shall control.

**XI. TERMS AND DEFINITIONS**

"Affected jurisdiction" means any county, city, or town in which all or a portion of a qualifying project is located.

"Appropriating body" means the body responsible for appropriating or authorizing funding to pay for a qualifying project.

"Comprehensive agreement" means the comprehensive agreement between the private entity and the responsible public entity that is required by Virginia Code Section 56-575.9 prior to the development or operation of a qualifying project.

"Conceptual stage" means the initial phase of project evaluation when the public entity makes a determination whether the proposed project serves a public purpose, meets the criteria for a qualifying project, assesses the qualifications and experience of a private entity proposer, reviews the project for financial feasibility, and warrants further pursuit.

"Cost-benefit analysis" means an analysis that weighs expected costs against expected benefits in order to choose the best option. For example, a city manager may compare the costs and benefits of constructing a new office building to those of renovating and maintaining an existing structure in order to select the most financially advantageous option.

"Detailed stage" means the second phase of project evaluation where the public entity has completed the conceptual stage and accepted the proposal and may request additional information regarding a proposed project prior to entering into competitive negotiations with one or more private entities to develop an interim or comprehensive agreement.

"Develop" or "development" means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim agreement" means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project.

"Lifecycle cost analysis" means an analysis that calculates cost of an asset over its entire life span and includes the cost of planning, constructing, operating, maintaining, replacing, and when applicable, salvaging the asset. Although one proposal may have a lower initial construction cost, it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value is considered.

"Material default" means any default by the private entity in the performance of its duties under subsection E of Virginia Code Section 56-575.8 that jeopardizes adequate service to the public from a qualifying project.

"Operate" means to finance, maintain, improve, equip, modify, repair, or operate.

"Opportunity cost" means the cost of passing up another choice when making a decision or the increase in costs due to delays in making a decision.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

"Qualifying project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose

and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any services designed to increase the productivity or efficiency of the responsible public entity through the use of technology or other means, (viii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (ix) any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or (x) any solid waste management facility as defined in Virginia Code Section 10.1-1400 that produces electric energy derived from solid waste.

"Responsible public entity" means a public entity that has the power to develop or operate the applicable qualifying project.

"Revenues" means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service contract" means a contract entered into between a public entity and the private entity pursuant to Virginia Code Section 56-575.5.

"Service payments" means payments to the private entity of a qualifying project pursuant to a service contract.

"State" means the Commonwealth of Virginia.

"User fees" mean the rates, fees, or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to Virginia Code Section 56-575.9.

**COUNTY OF FLUVANNA**

**BOARD OF SUPERVISORS**

**RESOLUTION TO ADOPT REVISED GUIDELINES FOR PROJECTS UNDER  
THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT  
OF 2002, AS AMENDED**

**WHEREAS**, the Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”), being Virginia Code Section 56-575.1 *et seq.*, grants public entities with the authority to create public-private partnerships for the development of a wide range of projects for public use, if the public entity determines there is a need for the project, and that the private investment and/or involvement may provide the project to the public in a timely, cost effective fashion;

**WHEREAS**, for the purposes of the PPEA, the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, (the “County”) is a *responsible public entity* that has the power to develop or operate a *qualifying project* under the PPEA as such italicized terms are used in Virginia Code Section 56-575.1 *et seq.*; and

**WHEREAS**, pursuant to the PPEA, the County, by the Board of Supervisors, must adopt guidelines in compliance with the PPEA in order to pursue any qualifying projects, and must review the same from time to time;

**WHEREAS**, the County adopted guidelines in compliance with the PPEA previously, last revised April 15, 2009, and as such determined to revise the same as appropriate under the PPEA; therefore be it,

**RESOLVED**, that that the Board of Supervisors of the County, hereby adopts the attached “Public-Private Education Facilities and Infrastructure Act of 2002, as Amended, County of Fluvanna, Amended and Restated Guidelines and Procedures” adopted May 2, 2012; and

**RESOLVED FURTHER**, that the County Administrator and his staff are authorized to prepare and execute any and all necessary documents pertaining to the adoption and enforcement of such guidelines.

Adopted this 2<sup>nd</sup> day of May 2012  
by the Fluvanna County Board of Supervisors

ATTEST:

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Shaun V. Kenney, Chairman, Board of Supervisors

5

MOTION: I move the Board of Supervisors approve a supplemental appropriation to the FY 2012 Budget for the Schools in the amount of \$104,304.00 to recognize additional State revenue.

**AGENDA BOARD OF SUPERVISORS May 2, 2012**

SUBJECT: FY 2012 Budget Supplemental Appropriation

RECOMMENDATION: I recommend approval of the supplemental appropriation as stated above.

TIMING: Routine

FISCAL IMPLICATIONS: The FY 2012 Fluvanna Schools division budget would increase by \$104,304.00. This supplemental appropriation will increase the total Schools budget to \$36,302,082.44. All funds involved in the supplement are State.

Expenditures:	Instruction	\$104,304.00
Revenue:	State	\$104,304.00

POLICY IMPLICATIONS: None.

DISCUSSION: State funding of \$17,698,386 contained in the initial appropriated FY 2012 Schools Budget was based on the State's projected Average Daily Membership (ADM) of 3,663.80. Actual ADM for March 31, 2012 is 3,691.85. The increase of 28.05 in ADM results in additional State funding of \$104,304 for total State revenue of \$17,802,690.

LEGISLATIVE HISTORY: None.

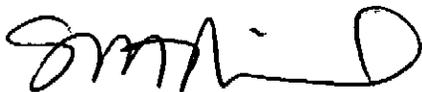
Staff: Gena C. Keller, Superintendent; Edward Breslauer, Director of Finance

Copy: Finance and Schools

Attachments: None

.....  
For County Administrator's Use Only:

Comments:



Steven M. Nichols, County Administrator



**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](http://www.co.fluvanna.va.us)

**Memorandum**

TO: Board of Supervisors  
FROM: Department of Finance  
DATE: May 2, 2012  
RE: Accounts Payable and Payroll Report

\*\*\*\*\*  
**Accounts Payable**

The accounts payable report is attached for the bills paid between March 27, 2012 and April 24, 2012.

If you have questions about a payment and want more information regarding it, please contact me prior to the meeting. I can research it, provide you the information, and share it with the Supervisors at the meeting. Otherwise, I will take your questions at the meeting, answer if possible, and follow up after the meeting with the information via email.

Staff recommends that the Board of Supervisors ratify the expenditures along with payroll for the month of March.

General	\$860,025.10
Community Programs	
Federal Grants	
State/Local Grants	
Capital Improvements	107,656.78
Debt Service	
Sewer	1,487.99
Fork Union Sanitary District	<u>4,924.56</u>
Total Expenditures by Fund	974,094.93
Payroll – March	892,147.85
Total Payables & Payroll	<u>1,866,242.28</u>

**Motion:**

I move the Accounts Payable from March 27, 2012 through April 24, 2012 and Payroll for the month of March 2012 in the amount of \$1,866,242.28 be ratified.

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 100 GENERAL FUND						
GENERAL FUND						
AFLAC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009181	3/1/2012	4/10/2012	\$563.71
AFLAC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009702	3/19/2012	4/10/2012	\$563.71
BENEFICIAL DISCOUNT CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009720	3/19/2012	4/10/2012	\$230.73
BENEFICIAL DISCOUNT CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 033012	00000009940	3/28/2012	4/10/2012	\$230.73
BENEFICIAL DISCOUNT CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009200	3/1/2012	4/10/2012	\$238.14
COLONIAL LIFE & ACCIDENT INSURANCE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009186	3/1/2012	4/10/2012	\$6.28
COLONIAL LIFE & ACCIDENT INSURANCE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009707	3/19/2012	4/10/2012	\$6.28
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009190	3/1/2012	4/10/2012	\$2,048.75
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009710	3/19/2012	4/10/2012	\$2,048.75
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009191	3/1/2012	4/10/2012	\$2,761.34
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009711	3/19/2012	4/10/2012	\$2,761.34
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009192	3/1/2012	4/10/2012	\$37.94
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009712	3/19/2012	4/10/2012	\$37.94
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009193	3/1/2012	4/10/2012	\$507.71
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009713	3/19/2012	4/10/2012	\$507.71
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009194	3/1/2012	4/10/2012	\$13.01
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009714	3/19/2012	4/10/2012	\$13.01
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009195	3/1/2012	4/10/2012	\$10.83
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009715	3/19/2012	4/10/2012	\$10.83
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009196	3/1/2012	4/10/2012	\$141.00

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009716	3/19/2012	4/10/2012	\$141.00
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009198	3/1/2012	4/10/2012	\$43.60
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009718	3/19/2012	4/10/2012	\$43.60
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009199	3/1/2012	4/10/2012	\$61.06
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009719	3/19/2012	4/10/2012	\$61.06
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009201	3/1/2012	4/10/2012	\$642.16
FIRST FINANCIAL	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009721	3/19/2012	4/10/2012	\$642.16
FLUVANNA CO PARKS & REC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 033012	000000009939	3/28/2012	4/10/2012	\$33.75
FLUVANNA CO PARKS & REC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009188	3/1/2012	4/10/2012	\$83.86
FLUVANNA CO PARKS & REC	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009709	3/19/2012	4/10/2012	\$83.86
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009187	3/1/2012	4/10/2012	\$215.00
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009708	3/19/2012	4/10/2012	\$215.00
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 033012	000000009938	3/28/2012	4/10/2012	\$215.00
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009197	3/1/2012	4/10/2012	\$46.13
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009717	3/19/2012	4/10/2012	\$46.13
NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009182	3/1/2012	4/10/2012	\$278.67
NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009703	3/19/2012	4/10/2012	\$308.67
NY LIFE INSURANCE & ANNUITY CORP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009185	3/1/2012	4/10/2012	\$45.00
NY LIFE INSURANCE & ANNUITY CORP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009706	3/19/2012	4/10/2012	\$45.00
STANDARD & CORE/NACO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009178	3/1/2012	4/10/2012	\$2,936.00
STANDARD & CORE/NACO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	000000009699	3/19/2012	4/10/2012	\$2,936.00
THE SIGNATURE GROUP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	000000009184	3/1/2012	4/10/2012	\$11.70

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
THE SIGNATURE GROUP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009705	3/19/2012	4/10/2012	\$11.70
TREASURER OF VIRGINIA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009700	3/19/2012	4/10/2012	\$112.50
TREASURER OF VIRGINIA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009179	3/1/2012	4/10/2012	\$129.38
TREASURER OF VIRGINIA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009180	3/1/2012	4/10/2012	\$476.39
TREASURER OF VIRGINIA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009701	3/19/2012	4/10/2012	\$476.39
TREASURER OF VIRGINIA	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 033012	00000009937	3/28/2012	4/10/2012	\$476.39
TREASURER, CITY OF CHARLOTTESVILLE	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009722	3/19/2012	4/10/2012	\$124.90
VIRGINIA CREDIT UNION	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009183	3/1/2012	4/10/2012	\$150.00
VIRGINIA CREDIT UNION	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 031612	00000009704	3/19/2012	4/10/2012	\$150.00
VRS	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009189	3/1/2012	4/10/2012	(\$622.37)
VRS	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 030212	00000009189	3/1/2012	4/10/2012	\$70,772.50
<b>Total:</b>						<b>\$94,131.93</b>
<hr/>						
BOARD OF SUPERVISORS						
ECKERT SEAMANS CHERIN & MELLOTT LLC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	810967	3/27/2012	4/9/2012	\$25,280.24
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$129.07
FLUVANNA REVIEW	ADVERTISING	ADDS	04012012	4/1/2012	4/9/2012	\$645.00
E.W. THOMAS	SUBSISTENCE & LODGING	SUPPLIES	A04092012	4/9/2012	4/19/2012	\$104.42
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0121170-001	4/4/2012	4/19/2012	\$109.47
<b>Total:</b>						<b>\$26,268.20</b>
<hr/>						
COUNTY ADMINISTRATOR						
DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0120959-001	3/28/2012	4/9/2012	\$37.20
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0120839-001	3/22/2012	4/9/2012	\$114.15
FEDEX	POSTAL SERVICES	SHIPPING	783553437	3/27/2012	4/9/2012	\$47.68
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$3.40
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$17.01
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0121231001	4/6/2012	4/19/2012	\$15.69
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0121364001	4/11/2012	4/19/2012	\$43.67
FEDEX	POSTAL SERVICES	SHIPPING	785026604	4/10/2012	4/19/2012	\$55.09
OCE'	LEASE/RENT	EQUIPMENT	417252222	4/7/2012	4/19/2012	\$87.61
OCE'	LEASE/RENT	EQUIPMENT	417248720	4/7/2012	4/19/2012	\$122.52
SHENANDOAH VALLEY WATER	SUBSISTENCE & LODGING	WATER	D3464300-12	4/1/2012	4/19/2012	\$52.30
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$12.30
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$48.11
<b>Total:</b>						<b>\$693.73</b>
<hr/>						
COUNTY ATTORNEY						
PAYNE & HODOUS	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	87082	3/31/2012	4/19/2012	\$33,405.05
<b>Total:</b>						<b>\$33,405.05</b>
<hr/>						
COMMISSIONER OF THE REVENUE						
COMMISSIONER OF THE	DUES OR ASSOCIATION MEMBERSHIP	DUES	03232012	3/23/2012	4/9/2012	\$25.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$36.33
PITNEY BOWES GLOBAL	POSTAL SERVICES	EQUIPENT	10153696-MR12	3/13/2012	4/9/2012	\$597.00

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
V.A.A.O.	DUES OR ASSOCIATION MEMBERSHIP	DUES	555 03082012	3/8/2012	4/9/2012	\$40.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	(\$26.68)
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	20101098	3/12/2012	4/19/2012	\$150.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$17.01
COMMISSIONER OF THE	DUES OR ASSOCIATION MEMBERSHIP	DUES	04092012	4/9/2012	4/19/2012	\$340.00
SHENANDOAH VALLEY WATER	OTHER OPERATING SUPPLIES	WATER	D4232210-12	4/1/2012	4/19/2012	\$84.05
STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	MEMBERSHIP	7709	3/31/2012	4/19/2012	\$300.00
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$38.19
Total:						\$1,600.90
<hr/>						
REASSESSMENT						
BLUE RIDGE MASS APPRAISAL	PROFESSIONAL SERVICES	Reassessment Contract	70233	3/26/2012	4/19/2012	\$14,648.30
Total:						\$14,648.30
<hr/>						
TREASURER						
POSTMASTER	POSTAL SERVICES	POST OFC BOX	76817	3/26/2012	4/16/2012	\$180.00
QUILL	OFFICE SUPPLIES	SUPPLIES	1928590	3/29/2012	4/9/2012	\$83.40
QUILL	OFFICE SUPPLIES	SUPPLIES	1811385	3/14/2012	4/9/2012	\$446.31
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$53.26
M & W PRINTERS INC	POSTAL SERVICES	R E 1ST HALF	75625	4/6/2012	4/9/2012	\$2,753.40
M & W PRINTERS INC	POSTAL SERVICES	P P 1ST HALF	75633[P	4/6/2012	4/9/2012	\$5,738.85
BUSINESS DATA OF VA INC	PROFESSIONAL SERVICES	CONSULTING	20101107	3/14/2012	4/19/2012	\$750.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$20.42

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
DMV	DMV-ONLINE	SECURITY TOKENS	12095011	4/4/2012	4/19/2012	\$260.00
DMV	DMV-ONLINE	FEES	12090394	3/30/2012	4/19/2012	\$1,220.00
MECHUMS RIVER SECURITY	MAINTENANCE CONTRACTS	MONITORING	51146	4/1/2012	4/19/2012	\$60.00
SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	D3464500-12	4/1/2012	4/19/2012	\$37.50
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$39.77
<b>Total:</b>						<b>\$11,642.91</b>
<hr/>						
INFORMATION TECHNOLOGY						
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	(\$23.84)
RICOH CORPORATION	ADP SERVICES	SERVICES	11147 03/07/2012	3/7/2012	4/9/2012	\$3,759.92
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$3.40
<b>Total:</b>						<b>\$3,776.48</b>
<hr/>						
FINANCE						
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$74.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	12048555A	3/22/2012	4/9/2012	\$107.05
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICA MINOLTA BIZHUB C353	12048555	3/22/2012	4/9/2012	\$280.41
PITNEY BOWES INC	POSTAL SERVICES	SUPPLIES	5501878592	3/22/2012	4/9/2012	\$159.32
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$13.61
TYLER TECHNOLOGIES	OFFICE SUPPLIES	DIRECT DEPOSIT FORMS	045189869	10/19/2011	4/19/2012	\$166.75

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
TYLER TECHNOLOGIES	OFFICE SUPPLIES	CHECKS AP	04519411	12/22/2011	4/19/2012	\$279.70
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$43.45
Total:						\$1,198.29
<hr/>						
REGISTRAR/ELECTORAL BOARD						
AUTOMATED OFFICE SYSTEMS	POSTAL SERVICES	EQUIPMENT	055041	3/28/2012	4/9/2012	\$155.00
LAKWAY PUBLISHER OF VA	ADVERTISING	ELECTION	89	2/29/2012	4/9/2012	\$72.00
SAVE YOUR DATA LLC	CONVENTION AND EDUCATION	SERVICES	694	2/27/2012	4/9/2012	\$30.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$52.00
ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	SUPPLIES	31493	4/9/2012	4/19/2012	\$65.00
COLIN HUNTER	MILEAGE ALLOWANCES	REIMBURSMENT	04162012	4/16/2012	4/19/2012	\$170.94
COLIN HUNTER	CONVENTION AND EDUCATION	REIMBURSMENT	04162012	4/16/2012	4/19/2012	\$523.96
E.W. THOMAS	OTHER OPERATING SUPPLIES	SUPPLIES	04022012	4/2/2012	4/19/2012	\$13.25
GENE DIMMIE	POSTAL SERVICES	REIMBURSMENT	02282012	2/28/2012	4/19/2012	\$14.32
GENE DIMMIE	POSTAL SERVICES	REIMBURSMENT	NOV 2011	4/9/2012	4/19/2012	\$171.84
ROBERT D LEIPOLD	MILEAGE ALLOWANCES	REIMBURSMENT	04162012	4/16/2012	4/19/2012	\$145.44
SHENANDOAH VALLEY WATER	OTHER OPERATING SUPPLIES	WATER	D031010-12	4/1/2012	4/19/2012	\$19.71
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$33.62
Total:						\$1,467.08
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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
GENERAL DISTRICT COURT						
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$2.70
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$37.43
VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	EQUIPMENT	12123848	4/10/2012	4/19/2012	\$167.69
Total:						\$207.82
COURT SERVICE UNIT						
POSTMASTER	POSTAL SERVICES	STAMPS	03302012	3/30/2012	4/9/2012	\$110.00
STONER ENTERPRISES INC	FURNITURE & FIXTURES	WATER COOLER	428X04831608	3/30/2012	4/9/2012	\$8.95
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$13.61
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$63.87
Total:						\$196.43
CLERK OF THE CIRCUIT COURT						
CHARLOTTESVILLE OFFICE	OFFICE SUPPLIES	EQUIPMENT	667060	2/17/2012	4/9/2012	\$72.00
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
LOGAN SYSTEMS INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	42971	3/15/2012	4/9/2012	\$2,541.67
QUILL	OFFICE SUPPLIES	SUPPLIES	192888	3/16/2012	4/9/2012	\$9.46
QUILL	OFFICE SUPPLIES	SUPPLIES	1875264	3/16/2012	4/9/2012	\$115.67
SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	C24843500-12	3/25/2012	4/9/2012	\$59.20
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$27.22
CHARLOTTESVILLE OFFICE	PRINTING AND BINDING	TONER	667191	4/9/2012	4/19/2012	\$85.00
CHARLOTTESVILLE OFFICE	OFFICE SUPPLIES	TONER	667183	4/4/2012	4/19/2012	\$95.00

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
DRAWINGBOARD PRINTING	OFFICE SUPPLIES	LASER	7611577	4/11/2012	4/19/2012	\$93.24
FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	SERVUCE CHARGE	04172012	4/17/2012	4/19/2012	\$99.99
LOGAN SYSTEMS INC	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	43024	4/15/2012	4/19/2012	\$2,541.67
PITNEY BOWES INC	OFFICE SUPPLIES	SUPPLIES	499745	4/2/2012	4/19/2012	\$221.06
QUILL	OFFICE SUPPLIES	SUPPLIES	2190887	3/30/2012	4/19/2012	\$368.04
SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	D2484350012	4/1/2012	4/19/2012	\$59.20
U.S. POSTAL SERVICE	POSTAL SERVICES	POSTAGE	04162012	4/16/2012	4/19/2012	\$1,000.00
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$61.83
Total:						\$7,487.25
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CIRCUIT COURT JUDGE						
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$10.21
TREASURER OF VIRGINIA	DUES OR ASSOCIATION MEMBERSHIP	LICENSE MAINTENANCE	12065CVJS	4/11/2012	4/19/2012	\$650.00
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$31.01
Total:						\$691.22
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COMMONWEALTH ATTY						
CENTURYLINK 309871364	TELECOMMUNICATIONS	PHONE	309871364 0316	3/16/2012	4/9/2012	\$210.04
STAPLES CREDIT PLAN	OFFICE SUPPLIES	SUPPLIES	03152012	3/15/2012	4/9/2012	\$130.83
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$53.51
VIRGINIA ASSOCIATION	DUES OR ASSOCIATION MEMBERSHIP	DUES	7741	4/1/2012	4/9/2012	\$275.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$13.61

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	D3547800-12	4/1/2012	4/19/2012	\$32.30
TREASURER OF VIRGINIA	MAINTENANCE CONTRACTS	NOTARY	04052012	4/5/2012	4/19/2012	\$45.00
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$55.43
<b>Total:</b>						<b>\$815.72</b>
<hr/>						
SHERIFF						
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$3.08
VRS	GROUP LIFE	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$8.60
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$480.07
CENTURYLINK 309797542	TELECOMMUNICATIONS	PHONE	309797542 03162012	3/16/2012	4/9/2012	\$126.45
CENTURYLINK 310191749	TELECOMMUNICATIONS	PHONE	310191749 03162012	3/16/2012	4/9/2012	\$854.91
CLEAR COMMUNICATIONS AND	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	91833	3/23/2012	4/9/2012	\$28.02
COBB TECHNOLOGIES	LEASE/RENT	EQUIPMENT	352661	3/19/2012	4/9/2012	\$110.00
JOHN E REID & ASSOC INC	CONVENTION AND EDUCATION	INTERVIEW & INTERROGATION	131199	3/19/2012	4/9/2012	\$420.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$7,032.94
PHYSCHOLOGICAL HEALTH PC	PROFESSIONAL SERVICES	EXAM	PHR1483	3/27/2012	4/9/2012	\$85.00
PROMPT CARE, INC	PROFESSIONAL SERVICES	EXAM	03292012	3/29/2012	4/9/2012	\$457.00
PUBLIC SAFETY CENTER INC	OTHER OPERATING SUPPLIES	DIRECTORY	0087979	3/14/2012	4/9/2012	\$144.00
PITNEY BOWES	POSTAL SERVICES	EQUIPMENT	15560705871 A	3/14/2012	4/9/2012	\$519.99
QUALITY UNIFORMS	UNIFORM/WEARING APPAREL	SUPPLIES	8323	3/23/2012	4/9/2012	\$645.00
STAPLES BUSINESS	OFFICE SUPPLIES	OFFICE SUPPLIES	8021327900	3/17/2012	4/9/2012	\$52.79
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE	20899A	12/12/2011	4/9/2012	\$197.18

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
WRIGHT EXPRESS	VEHICLE FUEL	GAS	28913809	3/15/2012	4/9/2012	\$43.07
DONNA'S NEEDLEWORK	OFFICE SUPPLIES	UNIFORMS	5033-40	3/26/2012	4/9/2012	\$28.00
HELIX COMPUTER SYS INC	TELECOMMUNICATIONS	WEB HOST	15281	4/1/2012	4/9/2012	\$20.00
TAPSCOTT BROTHERS	POLICE SUPPLIES	GRAVEK	32912	4/2/2012	4/9/2012	\$350.00
ANDERSON TIRE COMPANY	BLDGS EQUIP VEHICLE REP&MAINT	ALIGNMENT	IN00165969	3/6/2012	4/19/2012	\$79.95
AT&T 286-3642	TELECOMMUNICATIONS	PHONE	04062012	4/6/2012	4/19/2012	\$125.54
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$27.22
CENTURYLINK 309903768	TELECOMMUNICATIONS	PHONE	309903768 0407	4/7/2012	4/19/2012	\$152.15
COSNER BROTHERS AUTO	BLDGS EQUIP VEHICLE REP&MAINT	TOWING	47	2/6/2012	4/19/2012	\$221.50
DMV	POLICE SUPPLIES	LICENSE	12090393	3/30/2012	4/19/2012	\$520.00
DONNA'S NEEDLEWORK	UNIFORM/WEARING APPAREL	UNIFORMS	225444	4/12/2012	4/19/2012	\$16.00
DONNA'S NEEDLEWORK	UNIFORM/WEARING APPAREL	UNIFORMS	3099-24	3/29/2012	4/19/2012	\$30.00
FEDEX	POSTAL SERVICES	SHIPPING	78506706	4/7/2012	4/19/2012	\$52.42
GALLS	POLICE SUPPLIES	SUPPLIES	512061652A	3/20/2012	4/19/2012	\$71.50
GARY SHULL'S AUTO REPAIR	BLDGS EQUIP VEHICLE REP&MAINT	TOWING	10015019	3/29/2012	4/19/2012	\$170.00
JPATS/USMS	EXTRADITION OF PRISONERS	TRANSPORT PRISONER	8977	4/1/2012	4/19/2012	\$1,837.21
NAPA AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	715486	4/12/2012	4/19/2012	\$53.73
SHENANDOAH VALLEY WATER	FOOD SUPPLIES	WATER	D3822710-12	4/1/2012	4/19/2012	\$17.70
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$511.01
VERIZON WIRELESS	TELECOMMUNICATIONS	CELL	6718840197	4/8/2012	4/19/2012	\$1,056.27
VIRGINIA OIL FLEET PROG	VEHICLE FUEL	GAS	BV03 0306	3/6/2012	4/19/2012	\$131.30

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
WEST RIVER AUTO	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANTE	28524	4/11/2012	4/19/2012	\$15.70
Total:						\$16,695.30
<hr/>						
E911						
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	(\$391.33)
VRS	GROUP LIFE	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	(\$7.04)
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	(\$2.51)
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$2.51
VRS	GROUP LIFE	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$7.04
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$391.33
COBB TECHNOLOGIES	LEASE/RENT	EQUIPMENT	352661	3/19/2012	4/9/2012	\$110.00
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$3.40
CENTURYLINK 2102700	MAINTENANCE CONTRACTS	PSAP HARDWARE	M040201270	4/2/2012	4/19/2012	\$1,490.67
CENTURYLINK 310042302	TELECOMMUNICATIONS	PHONE	310042302 04102012	4/10/2012	4/19/2012	\$3,458.52
CENTURYLINK 310214091	TELECOMMUNICATIONS	PHONE	310214091 03192012	3/19/2012	4/19/2012	\$960.80
DYNAMIC RESOURCE SOLUTION	CONTRACT SERVICES	IT SERVICE	638	3/30/2012	4/19/2012	\$2,830.00
MSAG DATA CONSULTANTS,INC	MSAG SERVICES	ADDRESS MAINTENANCE	C310909	3/30/2012	4/19/2012	\$84.00
ONE TIME	SUBSISTENCE & LODGING	MEALS	jle911405530 1-6	4/2/2012	4/19/2012	\$69.84
ONE TIME	MILEAGE ALLOWANCES	MEAL REIMBURSMENT	JL04042012	4/4/2012	4/19/2012	\$150.96
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$30.79
VERIZON WIRELESS	TELECOMMUNICATIONS	CELL	6718840197	4/8/2012	4/19/2012	\$707.35
Total:						\$9,933.33

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
<b>FIRE AND RESCUE SQUAD</b>						
FLUVANNA COUNTY RESCUE	FIRE & RESCUE ASSN OPERATIONAL	QTRLY ALLOCAION	04012012	4/2/2012	4/9/2012	\$15,218.50
FLUVANNA COUNTY VOLUNTEER	FIRE & RESCUE ASSN OPERATIONAL	QTRLY ALLOCATION	04/01/2012	4/2/2012	4/9/2012	\$28,731.00
LAKE MONTICELLO	FIRE & RESCUE ASSN OPERATIONAL	QTRLY ALLOCATION	04/01/2012	4/2/2012	4/9/2012	\$22,626.50
<b>Total:</b>						<b>\$66,576.00</b>
<b>CORRECTION AND DETENTION</b>						
CENTRAL VA REGIONAL JAIL	CVRJ COST OF PRISONERS	QTRLY ALLOCATION	04112F	4/1/2012	4/9/2012	\$162,089.75
<b>Total:</b>						<b>\$162,089.75</b>
<b>BUILDING INSPECTIONS</b>						
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$63.51
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$101.91
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$194.07
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$58.02
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$13.61
TREASURER OF VIRGINIA	SURCHARGE	FEES	LV201201	4/3/2012	4/19/2012	\$461.91
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$33.72

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<b>Total:</b>						<b>\$963.75</b>
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ANIMAL CONTROL						
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$374.26
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$608.80
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$125.24
CROSSROADS AUTO REPAIR LL	BLDGS EQUIP VEHICLE REP&MAINT	OIL CHANGE	0008018	4/6/2012	4/19/2012	\$43.00
<b>Total:</b>						<b>\$1,188.30</b>
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LITTER						
CENTRAL VIRGINIA	PROFESSIONAL SERVICES	CLEAN UP CREW	04102012	4/10/2012	4/19/2012	\$1,050.00
<b>Total:</b>						<b>\$1,050.00</b>
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FACILITIES						
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$5.06
VRS	GROUP LIFE	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$14.05
VRS	VRS	VRS RETIREMENT	VRS02292012	2/29/2012	3/30/2012	\$783.95
ALBEMARLE LOCK & SAFE INC	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	28174	3/16/2012	4/9/2012	\$150.00
BLUE RIDGE PAINT &	AGRICULTURAL SUPPLIES	SUPPLIES	120397660595	3/27/2012	4/9/2012	\$138.74
CAPITAL TRISTATE	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	S012536878.001	3/26/2012	4/9/2012	\$75.50

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	451	3/22/2012	4/9/2012	\$632.28
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	444	3/22/2012	4/9/2012	\$1,161.09
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394346885	3/29/2012	4/9/2012	\$117.47
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394344973	3/22/2012	4/9/2012	\$137.82
COMMONWEALTH DISTRIBUTION	JANITORIAL SUPPLIES	SUPPLIES	26768	3/23/2012	4/9/2012	\$397.88
DEPT OF VA STATE POLICE	CONTRACT SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
LANDSCAPE SUPPLY INC	AGRICULTURAL SUPPLIES	SUPPLIES	0045733-IN	3/26/2012	4/9/2012	\$1,227.00
LEWIS L PERSINGER	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	1206	3/22/2012	4/9/2012	\$400.00
LUCK STONE	AGRICULTURAL SUPPLIES	GRAVEL	1019871	3/15/2012	4/9/2012	\$966.32
OLIVER ROOFING & GUTTER	BLDGS EQUIP VEHICLE REP&MAINT	LABOR	03/26/2012	3/26/2012	4/9/2012	\$410.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$83.51
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$95.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$165.16
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$169.55
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$319.02
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$528.45
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$141.40
ALBEMARLE LOCK & SAFE INC	BLDGS EQUIP VEHICLE REP&MAINT	LABOR MATERIALS	28445	3/30/2012	4/19/2012	\$170.00
ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	SUPPLIES	8 03312012	3/31/2012	4/19/2012	\$191.69
BROWN MOTOR PARTS, INC.	VEHICLE/POWER EQUIP SUPPLIES	SERVICE	03312012 216	3/31/2012	4/19/2012	\$421.38
CAMPBELL EQUIPMENT INC	BLDGS EQUIP VEHICLE REP&MAINT	REPAIR	12595	4/12/2012	4/19/2012	\$15.99

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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$13.61
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT		461	3/24/2012	4/19/2012	\$343.14
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	484	3/31/2012	4/19/2012	\$533.88
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	460	3/24/2012	4/19/2012	\$913.00
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	476	3/31/2012	4/19/2012	\$983.00
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	467	3/24/2012	4/19/2012	\$1,032.76
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	465	3/24/2012	4/19/2012	\$1,058.59
CII SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	SERVICE	462	3/24/2012	4/19/2012	\$1,337.18
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394348777	4/5/2012	4/19/2012	\$117.47
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394350703	4/12/2012	4/19/2012	\$117.47
COMMONWEALTH DISTRIBUTION	JANITORIAL SUPPLIES	SUPPLIES	26890	3/30/2012	4/19/2012	\$108.00
COMMONWEALTH DISTRIBUTION	JANITORIAL SUPPLIES	SUPPLIES	26946	4/4/2012	4/19/2012	\$1,376.29
COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	MULCH	04092012	4/9/2012	4/19/2012	\$1,152.00
E.W. THOMAS	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	04092012	4/9/2012	4/19/2012	\$6.50
FARRISH PLUMBING	BLDGS EQUIP VEHICLE REP&MAINT	INSTALL WATER HEATER	1262	4/4/2012	4/19/2012	\$600.00
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	04162012	4/16/2012	4/19/2012	\$11.26
FLUVANNA DO IT BEST	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	034717	4/1/2012	4/19/2012	\$699.98
LOWE'S	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	03252012	3/25/2012	4/19/2012	\$171.32
USABLUBOOK	GENERAL MATERIALS AND SUPPLIES	REFERENCE	632302	3/28/2012	4/19/2012	\$359.02
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$34.36

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WAGNER'S WRECKER SERVICE	BLDGS EQUIP VEHICLE REP&MAINT	REPAIRS	4902a	4/10/2012	4/19/2012	\$2,620.00
Total:						\$22,544.14
GENERAL SERVICES						
BOSLEY CROWTHER	LEASE/RENT	LEASE	05012012	4/2/2012	4/9/2012	\$2,000.00
CENTURYLINK 309363296	TELECOMMUNICATIONS	PHONE	309363296 03162012	3/16/2012	4/9/2012	\$177.95
CENTURYLINK 309428096	TELECOMMUNICATIONS	PHONE	309428096 03162012	3/16/2012	4/9/2012	\$35.47
CENTURYLINK 309697981	TELECOMMUNICATIONS	PHONE	309697981 03162012	3/16/2012	4/9/2012	\$35.47
CENTURYLINK 309898636	TELECOMMUNICATIONS	PHONE	309898636 03162012	3/16/2012	4/9/2012	\$45.97
CENTURYLINK 310338742	TELECOMMUNICATIONS	PHONE	310338742 0316	3/16/2012	4/9/2012	\$44.81
CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	411	3/15/2012	4/9/2012	\$2,437.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	MARCH 23 2012	3/23/2012	4/9/2012	\$8,781.58
TIGER FUEL COMPANY	HEATING SERVICES	FUEL	03/2012	3/19/2012	4/9/2012	\$2,809.84
ALLIED WASTE SERVICE 410	MAINTENANCE CONTRACTS	TRASH	0410000489255	3/31/2012	4/19/2012	\$770.03
ALLIED WASTE SERVICES 410	MAINTENANCE CONTRACTS	TRASH	0410000489542	3/31/2012	4/19/2012	\$267.66
BLOSSMAN	HEATING SERVICES	PROPANE	886654 04	4/9/2012	4/19/2012	\$301.94
BLOSSMAN	HEATING SERVICES	PROPANE	886231 0402	4/2/2012	4/19/2012	\$588.03
BLOSSMAN	HEATING SERVICES	PROPANE	888295 0402	4/2/2012	4/19/2012	\$740.05
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	203061001 0410	4/10/2012	4/19/2012	\$21.69
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	275904006 0410	4/10/2012	4/19/2012	\$21.76
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	275904004 04102012	4/10/2012	4/19/2012	\$22.96
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	85473003 0410	4/10/2012	4/19/2012	\$23.16
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	104141001 0410	4/10/2012	4/19/2012	\$27.59

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CENTRAL VA ELECTRIC COOP	STREET LIGHTS	ELECTRIC	85473001 0410	4/10/2012	4/19/2012	\$70.30
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	105221001 0410	4/10/2012	4/19/2012	\$80.15
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	275904010 0410	4/5/2012	4/19/2012	\$407.04
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	070031500 0329	3/29/2012	4/19/2012	\$1,284.90
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	070032500 0329	3/29/2012	4/19/2012	\$1,402.04
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$642.70
CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE	A224971	3/26/2012	4/19/2012	\$50.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	0114227507 3/28/12	3/28/2012	4/19/2012	\$5.66
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	0692200942 3/28/12	3/28/2012	4/19/2012	\$9.35
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	1134080009 3/28/12	3/28/2012	4/19/2012	\$32.33
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	9974215007 3/28/12	3/28/2012	4/19/2012	\$39.44
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	5699060132 3/28/12	3/28/2012	4/19/2012	\$59.99
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	1114097502 3/28/12	3/28/2012	4/19/2012	\$71.27
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	1284152509 3/28/12	3/28/2012	4/19/2012	\$98.74
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	1124090000 3/28/12	3/28/2012	4/19/2012	\$102.24
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	1304130006 3/28/12	3/28/2012	4/19/2012	\$109.94
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	0274195007 3/28/12	3/28/2012	4/19/2012	\$154.78
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	6274752663 3/28/12	3/28/2012	4/19/2012	\$165.87
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	8866300000 3/28/12	3/28/2012	4/19/2012	\$259.66
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	2554330007 3/28/12	3/28/2012	4/19/2012	\$261.35
DOMINION VIRGINIA POWER	STREET LIGHTS	MONTHLY SERVICE	3595578927 3/28/12	3/28/2012	4/19/2012	\$473.64
INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE	603286	4/2/2012	4/19/2012	\$28.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY PEST CONTROL	603376	4/2/2012	4/19/2012	\$32.00

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INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY PEST CONTROL	600638	3/26/2012	4/19/2012	\$45.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY PEST CONTROL	603280	4/2/2012	4/19/2012	\$58.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY PEST CONTROL	599598	3/28/2012	4/19/2012	\$127.00
SHENANDOAH VALLEY WATER	WATER SERVICES	water	d3807110-12	4/1/2012	4/19/2012	\$38.15
THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	NAUNTENANCE	633697	4/1/2012	4/19/2012	\$1,242.16
<b>Total:</b>						<b>\$26,504.66</b>
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PUBLIC WORKS						
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$215.34
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$18.32
WRIGHT EXPRESS	VEHICLE FUEL	GAS	28914034	3/16/2012	4/9/2012	\$66.16
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$13.61
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	04162012	4/16/2012	4/19/2012	\$37.96
<b>Total:</b>						<b>\$351.39</b>
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CONVENIENCE CENTER						
BFI	CONTRACT SERVICES	TRASH	005066	3/15/2012	4/9/2012	\$2,791.30
CENTURYLINK 310392717	TELECOMMUNICATIONS	PHONE	310392717 03162012	3/16/2012	4/9/2012	\$51.73
FAIRBANKS SCALES INC	BLDGS EQUIP VEHICLE REP&MAINT	SCALES	1014697	3/15/2012	4/9/2012	\$1,527.50
MO-JOHNS INC	LEASE/RENT	PORT A JOHN	6754	3/19/2012	4/9/2012	\$60.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$31.54
BFI	CONTRACT SERVICES	TRASH	005080	3/31/2012	4/19/2012	\$2,766.45
CAROLINA SOFTWARE	BLDGS EQUIP VEHICLE REP&MAINT	MAINTENANCE SUPPORT	48044	4/1/2012	4/19/2012	\$250.00

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CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	050301000 0326	4/10/2012	4/19/2012	\$71.66
SHENANDOAH VALLEY WATER	PURCHASE OF SERVICES	WATER	D24842500-12	4/1/2012	4/19/2012	\$28.00
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$2.68
Total:						\$7,580.86
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HEALTH						
THOMAS JEFFERSON HEALTH	CONTRACT SERVICES	QTRLY ALLOCATION	4	4/1/2012	4/9/2012	\$62,610.25
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$154.73
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$45.15
Total:						\$62,810.13
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CSA						
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$6.81
Total:						\$6.81
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CSA PURCHASE OF SERVICES						
JOHN WIGGINS	POS MANDATED FFOP		P02030459743	2/29/2012	3/28/2012	\$177.68
JOHN WIGGINS	POS MANDATED FFOP		P03030459743	3/31/2012	3/28/2012	\$644.00
VIRGINIA OIL COMPANY	COMM SVCS		P03030459100	3/1/2012	3/28/2012	\$500.00
BROWN YOUTH CONSULTANTS,	COMM SVCS		P02030459850	2/29/2012	4/9/2012	\$900.00
CHILD CONNECTION DEVEL	COMM SVCS		P03030460079	3/9/2012	4/9/2012	\$90.00
CHILD CONNECTION DEVEL	COMM SVCS		P03030460176	3/9/2012	4/9/2012	\$90.00
CHILD CONNECTION DEVEL	COMM SVCS		P03030449678	3/31/2012	4/9/2012	\$748.00

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CHILD CONNECTION DEVEL	COMM SVCS		P03030448977	3/31/2012	4/9/2012	\$748.00
COMMUNITY ATTENTION	COMM SVCS		P02030454351	2/29/2012	4/9/2012	\$150.00
COMMUNITY ATTENTION	POS MAND THER FC 4E		P02030451202	2/29/2012	4/9/2012	\$1,579.92
COMMUNITY ATTENTION	POS MAND THER FC 4E		P02030451301	2/29/2012	4/9/2012	\$1,579.92
COMMUNITY ATTENTION	TFC LIC. RES CONG CARE		P01030454200	1/31/2012	4/9/2012	\$2,579.50
COMMUNITY ATTENTION	TFC LIC. RES CONG CARE		P02030454299	2/29/2012	4/9/2012	\$3,525.92
ELK HILL	EDUC SVCS CONG CARE		P02030459489	2/29/2012	4/9/2012	\$1,110.00
ELK HILL	POS MAND FC LIC RES CONG CARE		P02030459591	2/29/2012	4/9/2012	\$1,160.00
ELK HILL	COMM SVCS		P02000711852	2/29/2012	4/9/2012	\$1,190.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030461365	2/29/2012	4/9/2012	\$297.50
FAMILY PRESERVATION SERV.	COMM SVCS		P02030444557	2/29/2012	4/9/2012	\$315.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030448054	2/29/2012	4/9/2012	\$525.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030448558	2/29/2012	4/9/2012	\$525.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030453360	2/29/2012	4/9/2012	\$805.00
FAMILY PRESERVATION SERV.	COMM SVCS		P01030461571	1/31/2012	4/9/2012	\$875.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030409259	2/29/2012	4/9/2012	\$1,050.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030448656	2/29/2012	4/9/2012	\$1,102.50
FAMILY PRESERVATION SERV.	COMM SVCS		P02030461564	2/29/2012	4/9/2012	\$1,120.00
FAMILY PRESERVATION SERV.	COMM SVCS		P01030461372	1/31/2012	4/9/2012	\$1,137.50
FAMILY PRESERVATION SERV.	COMM SVCS		P02030447955	2/29/2012	4/9/2012	\$1,207.50
FAMILY PRESERVATION SERV.	COMM SVCS		P02000712263	2/29/2012	4/9/2012	\$1,295.00
FAMILY PRESERVATION SERV.	COMM SVCS		P02030455662	2/29/2012	4/9/2012	\$1,400.00

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FAMILY PRESERVATION SERV.	COMM SVCS		P02030455761	2/29/2012	4/9/2012	\$1,697.50
FAMILY PRESERVATION SERV.	COMM SVCS		P02030448153	2/29/2012	4/9/2012	\$1,750.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P03030411583	3/31/2012	4/9/2012	\$55.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P03030448482	3/31/2012	4/9/2012	\$5.00
GLORIA HUBERT	POS MANDATED FFMP		P04030411792	4/30/2012	4/9/2012	\$1,805.00
PENNY NORFORD PHD	COMM SVCS		P02030460467	2/29/2012	4/9/2012	\$120.00
PENNY NORFORD PHD	COMM SVCS		P02030460966	2/29/2012	4/9/2012	\$240.00
PENNY NORFORD PHD	COMM SVCS		P01030460973	1/31/2012	4/9/2012	\$360.00
Phoenix House of the Mid-Atlantic	EDUC SVCS CONG CARE		P01000716190	1/7/2012	4/9/2012	\$210.00
Phoenix House of the Mid-Atlantic	EDUC SVCS CONG CARE		P12000716188	12/31/2011	4/9/2012	\$350.00
Phoenix House of the Mid-Atlantic	EDUC SVCS CONG CARE		P12000710687	12/16/2011	4/9/2012	\$420.00
Phoenix House of the Mid-Atlantic	RES. CONG. CARE		P01000716098	1/7/2012	4/9/2012	\$2,160.00
Phoenix House of the Mid-Atlantic	RES. CONG. CARE		P12000716096	12/31/2011	4/9/2012	\$5,400.00
Phoenix House of the Mid-Atlantic	RES. CONG. CARE		P12000710497	12/16/2011	4/9/2012	\$5,760.00
REBECCA TODD	COMM SVCS		P02000718170	2/22/2012	4/9/2012	\$58.26
REGINA CHRISTMAS	COMM SVCS		P03030425981	3/31/2012	4/9/2012	\$340.00
REGINA CHRISTMAS	COMM SVCS		P03030426080	3/31/2012	4/9/2012	\$340.00
REGION TEN	COMM SVCS		P02030458868	2/29/2012	4/9/2012	\$2.40
RIVER ROAD RENTALS LLC	COMM SVCS		P03030455584	3/31/2012	4/9/2012	\$700.00
RIVER ROAD RENTALS LLC	COMM SVCS		P04030455549	4/30/2012	4/9/2012	\$700.00
STUMP EDUCATIONAL CONSULT	COMM SVCS		P02000715569	2/29/2012	4/9/2012	\$280.00
STUMP EDUCATIONAL CONSULT	COMM SVCS		P03000715585	3/31/2012	4/9/2012	\$560.00
TERRI BLANCHETTI	COMM SVCS		P03030462575	3/31/2012	4/9/2012	\$450.00

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TERRI BLANCHETTI	COMM SVCS		P04030462548	4/30/2012	4/9/2012	\$450.00
VIRGINIA ALCOHOL MONITORI	COMM SVCS		P01030446674	1/31/2012	4/9/2012	\$372.00
VIRGINIA OIL COMPANY	COMM SVCS		P03030459286	3/1/2012	4/9/2012	\$600.00
<b>Total:</b>						<b>\$53,613.10</b>
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PARKS & RECREATION						
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$311.65
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$23.40
CENTURYLINK 309373828	TELECOMMUNICATIONS	PHONE	309373828 0316	3/16/2012	4/19/2012	\$450.50
E.W. THOMAS	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	3197	4/2/2012	4/19/2012	\$3.39
FRIENDSHIP GYMNASTICS INC	PROFESSIONAL SERVICES	INSTREUCTION	03282012	3/28/2012	4/19/2012	\$300.00
HEALTH NUTZ	PROFESSIONAL SERVICES	WATER CLASSES	169	4/4/2012	4/19/2012	\$238.00
KELLY HUGHES	PROFESSIONAL SERVICES	BUTS & GUTTS	38	4/4/2012	4/19/2012	\$310.25
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHN	6728	3/19/2012	4/19/2012	\$33.75
ONE TIME	REFUNDS	REFUND	10272011A	10/27/2011	4/19/2012	\$50.00
ONE TIME	REFUNDS	REFUND	03302012	3/30/2012	4/19/2012	\$50.00
PALMYRA AUTOMOTIVE INC	GENERAL MATERIALS AND SUPPLIES	OIL CHANGE	33306	3/21/2012	4/19/2012	\$32.77
S & S WORLDWID INC	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	7267515	3/23/2012	4/19/2012	\$670.25
SAMS CLUB	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	03232012	3/23/2012	4/19/2012	\$247.22
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$16.08
WAGNER'S MOBILE GLASS &	VEHICLE/POWER EQUIP SUPPLIES	SERVICE	I005493	3/21/2012	4/19/2012	\$225.00
<b>Total:</b>						<b>\$2,962.26</b>

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LIBRARY						
CENTURYLINK 309647441	TELECOMMUNICATIONS		309647441	3/15/2012	4/9/2012	\$602.80
STAPLES	CONVENTION AND EDUCATION	SUPPLIES	03/15/2012	3/15/2012	4/9/2012	\$198.44
VPLDA	CONVENTION AND EDUCATION	REGISTRATION	VN71259	4/3/2012	4/9/2012	\$35.00
AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	04102012	4/10/2012	4/19/2012	\$1,137.94
AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	04102012	4/10/2012	4/19/2012	\$2,247.00
ONE TIME	BOOKS/PUBLICATIONS	BOOKS	13318	3/29/2012	4/19/2012	\$209.95
SHOWCASES	OFFICE SUPPLIES	SUPPLIES	265411	3/16/2012	4/19/2012	\$184.68
USA TODAY	BOOKS/PUBLICATIONS	SUBSCRIPTION	VN71260	4/17/2012	4/19/2012	\$208.00
Total:						\$4,823.81
COUNTY PLANNER						
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$40.17
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$126.72
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$7.77
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$17.01
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0121231001	4/6/2012	4/19/2012	\$12.38
FAYES OFFICE SUPPLY	OFFICE SUPPLIES	SUPPLIES	0121170-001	4/4/2012	4/19/2012	\$119.94
FEDEX	POSTAL SERVICES	SHIPPING	784281351	4/3/2012	4/19/2012	\$21.92

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$50.35
Total:						\$396.26
<hr/>						
PLANNING COMMISSION						
DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$43.01
FLUVANNA REVIEW	ADVERTISING	ADS	04/01/2012	4/1/2012	4/19/2012	\$28.00
Total:						\$108.01
<hr/>						
ECONOMIC DEVELOPMENT						
DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES	BACKGROUND CHECKS	03012012	3/1/2012	4/9/2012	\$37.00
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$51.30
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$3.40
Total:						\$91.70
<hr/>						
VA COOPERATIVE EXTENSION						
FLUVANNA DO IT BEST	CONTRACT SERVICES	SUPPLIES	VCE	3/26/2012	4/9/2012	\$110.62
MO-JOHNS INC	CONTRACT SERVICES	PORT A JOHN	6653	3/14/2012	4/9/2012	\$109.75
ONE TIME	CONTRACT SERVICES	DUES	VCE80043	3/27/2012	4/9/2012	\$70.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	MARCH 16, 2012	3/16/2012	4/19/2012	\$17.01
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$39.10

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
<b>Total:</b>						<b>\$346.48</b>
<hr/>						
NON PROFITS						
JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA BOARD/AGING	QTRLY ALLOCATION	4	4/1/2012	4/9/2012	\$29,687.50
JAUNT INC	JAUNT	QTRLY ALLOCATION	4	4/1/2012	4/9/2012	\$22,970.75
REGION TEN	REGION TEN COMMUNITY SERVICES	QTRLY ALLOCATION	4	4/1/2012	4/9/2012	\$20,187.50
<b>Total:</b>						<b>\$72,845.75</b>
<hr/>						
MISCELLANEOUS NON DEPARTMENTAL						
FLUVANNA CO HEALTH PLAN	MEDICAL INSURANCE	HEALTH INSURANCE TRANSFER FROM NON DEPARTMENTAL	03/29/2012	3/29/2012	3/29/2012	\$71,712.00
FLUVANNA SPCA	CONTRACT SERVICES	CONTRACT	04022012	4/2/2012	4/9/2012	\$6,600.00
COUNTY OF FLUVANNA	MEDICAL INSURANCE	TXFR FUNDS/HEALTH INS	04062012	4/16/2012	4/16/2012	\$70,000.00
<b>Total:</b>						<b>\$148,312.00</b>
<hr/>						
					<b>100 GENERAL FUND</b>	<b>Fund Total: \$860,025.10</b>
<hr/>						

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 302 CAPITAL IMPROVEMENT						
IT CAPITAL PROJECT						
TYLER TECHNOLOGIES	CONTRACT SERVICES	TRAINING	045-62794	3/15/2012	4/9/2012	\$1,175.00
TYLER TECHNOLOGIES	CONTRACT SERVICES	TRAINING	045-61958	2/29/2012	4/9/2012	\$1,762.50
Total:						\$2,937.50
E911 CAPITAL PROJECT						
APCO INTERNATIONAL, INC	CONTRACT SERVICES	MODIFICATION	106166	3/29/2012	4/19/2012	\$100.00
Total:						\$100.00
FIRE & RESCUE CAP PROJ						
SENTRY ELECRIC CO INC	PROFESSIONAL SERVICES	SERVICE	1000	4/6/2012	4/19/2012	\$190.00
Total:						\$190.00
SCHOOL CONSTRUCTION PROJECT						
BCWH INC	ARCHITECT & ENGINEERING	PORFESSIONAL SERVICE	104602	3/7/2012	4/9/2012	\$9,566.05
BCWH INC	ARCHITECT & ENGINEERING	PROFESSIONAL SVC	104609	3/8/2012	4/9/2012	\$11,880.00
BCWH INC	ARCHITECT & ENGINEERING	PROFESSIONAL SEERVICE	104625	4/2/2012	4/19/2012	\$6,832.89
BCWH INC	ARCHITECT & ENGINEERING	PROFESSIONAL SERVICE	104634	4/4/2012	4/19/2012	\$10,619.82
COMMUNICATIONS SPECIALIST INC	CONTRACT SERVICES	SUPPLIES	33658CS	4/10/2012	4/19/2012	\$4,177.50
FLUVANNA CO PUBLIC SCHOOLS	CLERK OF THE WORKS	CLERK OF THE WORKS	04022012	4/2/2012	4/19/2012	\$7,431.61
FLUVANNA CO SCHOOL BOARD	CONTRACT SERVICES	ST PAUL TRAVELERS	333531	3/14/2012	4/19/2012	\$5,634.00
PROFESSIONAL	CONTRACT SERVICES	REPEATER, ETC	156491	3/12/2012	4/19/2012	\$3,382.00
TIGERDIRECT INC	CONTRACT SERVICES	SUPPLIES	F92309010101	3/13/2012	4/19/2012	\$5,668.03

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
<b>Total:</b>						<b>\$65,191.90</b>
<hr/>						
PARKS & RECREATION CAP PROJ						
LAND PLANNING & DESIGN	PROFESSIONAL SERVICES	ARCHAEOLOGICAL SERVICES	110806003	2/16/2012	4/19/2012	\$4,910.88
<b>Total:</b>						<b>\$4,910.88</b>
<hr/>						
PLANNING CAPITAL PROJECT						
CITYSCAPE CONSULTANTS INC	CONTRACT SERVICES	MASTER PLAND	2409	1/5/2012	4/19/2012	\$11,654.50
CITYSCAPE CONSULTANTS INC	CONTRACT SERVICES	PROFESSIONAL SERVICE	2408	3/12/2012	4/19/2012	\$22,672.00
<b>Total:</b>						<b>\$34,326.50</b>
<hr/>						
<b>302 CAPITAL IMPROVEMENT</b>					<b>Fund Total:</b>	<b>\$107,656.78</b>
<hr/>						

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 505 FORK UNION SANITARY DISTRICT						
FUSD OPERATIONAL EXPENSES						
CAMBELL EQUIPMENT	BLDGS EQUIP VEHICLE REP&MAINT	TIRES	12594	3/27/2012	4/9/2012	\$214.98
CENTURYLINK 309719161	TELECOMMUNICATIONS	PHONE	309719161 0316	3/19/2012	4/9/2012	\$160.03
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394344974	3/22/2012	4/9/2012	\$36.46
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394346886	3/29/2012	4/9/2012	\$36.46
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	MARCH 26 2012	3/26/2012	4/9/2012	\$3,367.73
E.W. OWEN	LEASE/RENT	WELL RENT	04012012	4/1/2012	4/9/2012	\$150.00
MO-JOHNS INC	PURCHASE OF SERVICES	PORT A JOHN	6237	3/19/2012	4/9/2012	\$60.00
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$230.11
PAPCO, INC	VEHICLE FUEL	GAS	1121396	2/28/2012	4/9/2012	\$367.17
VERIZON 721970783-00001	TELECOMMUNICATIONS	CELL PHONE	6710138343	3/19/2012	4/9/2012	\$118.60
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394348778	4/5/2012	4/19/2012	\$36.46
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394350704	4/12/2012	4/19/2012	\$36.46
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	9594215007 3/28/12	3/28/2012	4/19/2012	\$63.42
GARY SHULL'S AUTO REPAIR	BLDGS EQUIP VEHICLE REP&MAINT	INSPECTION	10015020	4/9/2012	4/19/2012	\$16.00
SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	TESTING	851540	3/31/2012	4/19/2012	\$28.00
VA INFORMATION	TELECOMMUNICATIONS	MONTHLY LONG DISTANCE SERVICE	T244640	3/27/2012	4/19/2012	\$2.68
Total:						\$4,924.56
505 FORK UNION SANITARY DISTRICT						Fund Total: \$4,924.56

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 502 SEWER						
UTILITY OPERATIONAL EXPENSES						
CENTURYLINK 309433290	TELECOMMUNICATIONS	PHONE	309433290 0319	3/19/2012	4/9/2012	\$31.66
CENTURYLINK 310089744	TELECOMMUNICATIONS	PHONE	310089744 0319	3/16/2012	4/9/2012	\$38.97
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394344974	3/22/2012	4/9/2012	\$9.62
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394346886	3/29/2012	4/9/2012	\$9.62
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	MAR 23 2012	3/23/2012	4/9/2012	\$549.87
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394348778	4/5/2012	4/19/2012	\$9.62
CINTAS	LAUNDRY AND DRY CLEANING	UNIFORMS	394350704	4/12/2012	4/19/2012	\$9.62
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MONTHLY SERVICE	7712869044 3/28/12	3/28/2012	4/19/2012	\$54.01
O.A.S.I.S.	CONTRACT SERVICES	SUPERVISION	04102012	4/10/2012	4/19/2012	\$775.00
Total:						\$1,487.99
502 SEWER						Fund Total: \$1,487.99

**County of Fluvanna  
Accounts Payable List**

**From Date: 3/27/2012  
To Date: 4/24/2012**



MOTION: I move to authorize a supplemental appropriation from the Undesignated Fund Balance GL: 10000090 343100 for CSA Purchase of Services in the amount of \$350,000.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

SUBJECT: Supplemental Budget Appropriation for CSA Purchase of Services

RECOMMENDATION: Staff recommends the Board of Supervisors approve this request for additional funds to be used to cover the local portion of funding for CSA Purchase of Services

TIMING: Effective upon approving motion

FISCAL IMPLICATIONS: Increase the FY 12 CSA Purchase of Services budget by \$350,000 for the local share

POLICY IMPLICATIONS: None

DISCUSSION: The CSA budget is over-budget. Local funds will account for approximately 38% of the total CSA Purchase of Services budget and the State pool covers the remaining 62%. Currently, the CSA Purchase of Services budget is over-budget by approximately \$350,000 for local funds. This over-budget balance changes daily as children come into the program, and as unused funds are released for services. For this reason, I would like to request an additional \$350,000 of local funds to supplement the CSA Purchase of Services budget.

LEGISLATIVE HISTORY: The Comprehensive Services Act is a state-wide program which provides services to at-risk youth and their families.

Staff: Jacqueline A. Meyers, PhD

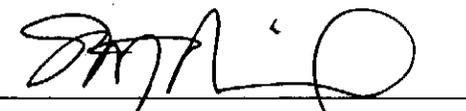
Copy:

Attachments:

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For County Administrator's Use Only:

Comments:

  
\_\_\_\_\_  
Steven M. Nichols, County Administrator

**CSA**  
BY THE NUMBERS

# CSA FISCAL YEAR

- July 1 – June 30
- Fluvanna cut-off date for processing FY 12 invoices – typically, August 24
- CSA year ends September 30

# THE PROBLEM:

The CSA Budget is over-encumbered by **\$911,311** as of the end of the third quarter, FY 12.

The local portion, at our base rate of **38.11%**, equals **\$347,300**

# HISTORY

A	B	C	(B-C)		
Fiscal Year	CSA Adopted Budget	CSA Pool Expenditures	Difference	Child Count	Unit Cost/Child
1994		188,404		11	17,128
1995		114,151		12	9,513
1996		130,572		24	5,441
1997		215,871		29	7,444
1998		338,424		21	16,116
1999		445,487		22	20,250
2000		697,368		40	17,435
2001		677,247		29	23,354
2002		1,041,313		45	23,141
2003	1,559,316	1,532,556	26760	75	20,435
2004	970,970	1,312,457	-341487	69	19,022
2005	1,600,000	1,658,939	-58939	101	16,426
2006	1,600,000	1,767,120	-167120	122	14,485
2007	1,800,000	1,899,703	-99703	102	18,625
2008	1,900,000	2,073,032	-173032	87	23,828
2009	2,000,000	1,685,983	314017	106	15,905
2010	1,996,170	1,989,926	6244	113	17,920
2011	1,996,170	1,959,097	37073	122	16,058
2012	2,004,170	projected 2,547,176	-543006	103	24,730

# LOCAL SHARE

**Community Based Services: 19%**

**Residential Services: 45%**

**Other services: 38%**

# 3RD QUARTER DATA

	FY 11	FY 12
Total Child Count	107	115
Total Services	166	182
Residential/Child Count	12	25
Residential/Services	19	56
Non-Residential/Child Count	105	106
Non-Residential/Services	147	123
% Residential	11	31
% Non-Residential	89	69

# EXPENDITURES BY SERVICE

	FY 11	FY 12
Total Services	166	182
0 - \$100	5	0
101 - 500	16	13
501 - 1000	6	6
1001 - 5000	38	37
5001 - 10,000	41	34
10,001 +	60	92

# EXPENDITURES BY CHILD

	FY 11	FY 12
Total Children	107	115
0-10,000	51	50
10K – 25K	30	29
25K – 50K	9	16
50K – 100K	14	16
100K – 250K	3	4
250K+	0	0

# RESIDENTIAL TREATMENT FACILITY

	FY 11	FY 12
Projected Expenditure	464,019	959,987
Average Expenditure	51,558	29,091
Child Count	7	24
Service Count	9	33

# CPMT INITIATIVES

- Analyze case-list by age and services provided
- Analyze case-list by age, presenting symptoms, diagnostic issues and concerns
- Invite Dr. Peter Sheras/UVA , to discuss effective approaches to working with angry youth
- CSA Retreat discussion topic: Parenting

**NEXT CSA END OF YEAR REPORT: OCTOBER/NOVEMBER 2012**

**Thank you for your attention!**

**MOTION:** In accordance with the provisions of § 2.2-4308 of the Code of Virginia (1950, as amended) and consistent with the procedures adopted by the Secretary of Administration utilizing Design-Build, I move to adopt the attached resolution and procedures for the procurement of Design-Build ("D/B") contracts, as defined in § 2.2-4301.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

**SUBJECT:** Design Build Procedures

**RECOMMENDATION:** Adopt procedures

**FISCAL IMPLICATIONS:** Adoption of Design Build Procedures enables the County to take advantage of procurement procedures permitted under the VA Code that in some situations may be the most cost effective.

**TIMING:** As soon as possible

**POLICY IMPLICATIONS:** Adoption of this policy, pursuant to § 2.2-4301 will enable the County to proceed with design build projects, in particular with the proposed Fire Station construction in Fork Union.

**DISCUSSION:** While the competitive sealed bid process is the preferred method of construction procurement for counties, a county may enter into contracts for construction on a fixed price or not-to-exceed price design-build basis provided the county complies with the requirements of §2.2-4308 and has implemented procedures consistent with the procedures adopted by the Secretary of Administration for utilizing design-build contracts. Staff anticipates that circumstances may arise from time to time consistent with §2.2-4308, including in connection with the proposed Fire Station construction in Fork Union, in which (i) a design-build contract for construction will be more advantageous than a competitive sealed bid construction contract; (ii) a design-build contract for construction will benefit the County; and (iii) competitive sealed bidding is not practical or fiscally advantageous. Accordingly, staff recommends adoption of the attached resolution.

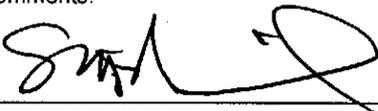
Submitted by staff: Robert Popowicz, Economic Development Director

Attachments: Resolution  
Design Build Policy

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For County Administrator Use Only

Comments:



County Administrator's Signature

**RESOLUTION TO ADOPT DESIGN-BUILD("D/B") PROCEDURES**

**WHEREAS**, circumstances may arise from time to time in which (i) a design-build contract for construction will be more advantageous than a competitive sealed bid construction contract; (ii) a design-build contract for construction will benefit the County; and (iii) competitive sealed bidding is not practical or fiscally advantageous; and

**WHEREAS**, Virginia Code Section 2.2-4308 requires the County to adopt certain design-build procedures prior to using design-build contracts;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Fluvanna County that the attached Design-Build Procedures are hereby adopted.

Adopted this \_\_\_\_\_ day of May, 2012.

Shaun V. Kenney, Chairman  
Fluvanna County Board of Supervisors

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**DESIGN-BUILD (“D/B”) PROCEDURES**  
**Adopted by Fluvanna County Board of Supervisors**  
 \_\_\_\_\_, **2012**

In accordance with the provisions of § 2.2-4308 of the Code of Virginia (1950, as amended) (“Code”), and consistent with the procedures adopted by the Secretary of Administration utilizing Design-Build, the Fluvanna County Board of Supervisors hereby adopts the following procedures for the procurement of Design-Build (“D/B”) contracts, as defined in § 2.2-4301, which shall be followed by the County of Fluvanna, Virginia (“County”).

- A. **LEGISLATIVE AUTHORITY:** Under authority of §§ 2.2-4303(D) and 2.2-4308 of the Code, the County may contract to secure D/B projects on a fixed price or not-to-exceed price basis in accordance with these procedures. Under the authority of § 2.2-4303 (D) of the Code, the County is authorized to use competitive negotiations to procure D/B contracts when it determines in advance, and sets forth in writing, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public which writing shall document the basis for this determination.
- B. **CRITERIA FOR USE OF D/B CONTRACTS:** D/B contracts are intended to minimize the project risk for the County and to reduce the delivery schedule by overlapping the design phase and construction phase of a project.
- C. **PROCEDURE FOR USE OF D/B:**
1. Prior to making a determination as to the use of D/B for a specific construction project, the County shall have in its employ or under contract a licensed architect or engineer (“A/E”) with professional competence appropriate to the project who shall advise the County regarding the use of design-build for that project and who shall assist the County with the preparation of the Request for Proposal and the evaluation of such proposals.
  2. Prior to issuing a Request for Proposal for any design-build contract for a specific construction project, the County shall have documented in writing that for a specific construction project (i) a design-build or construction management contract is more advantageous than a competitive sealed bid construction contract; (ii) there is a benefit to the public body by using a design-build or construction management contract; and (iii) competitive sealed bidding is not practical or fiscally advantageous.
    - a. The justifications for the use of D/B shall be stated in the Request for Qualifications.
    - b. Requests for Proposals shall include and define the criteria of such construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications; and may define such other requirements as determined appropriate for that particular construction project.
- D. **D/B SELECTION PROCEDURES:** On D/B projects, procurement of the contract shall be a two-step competitive negotiation process. The following

procedures shall be used in selecting a design-builder and awarding a contract:

1. The County shall appoint an Evaluation Committee ("Committee") which shall consist of at least three members, including a licensed design professional, if possible.
2. The basis of the award of the contract shall be in accordance with § 2.2-4301 (3)(b) and the criteria for the award shall be included in the Request for Proposals. It is noted that cost is a critical component of the selection process.
3. Selection of Qualified Offerors (STEP I): On D/B projects, the County shall conduct a prequalification process as follows to determine which offerors are qualified to receive Request for Proposals (RFPs).
  - a) The County shall prepare a Request for Qualifications ("RFQ") containing the County's facility requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate RFQ Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class "A" contractor and an Architect or Engineer registered in the Commonwealth of Virginia as part of the Project Team.
  - b) The RFQ shall be posted in accordance with the current standards for the posting of public bids in the Code (see §2.2-4301 (Competitive Negotiation)).
  - c) The Committee shall evaluate each offeror's RFQ responses and any other relevant information and shall determine which offerors are fully qualified and suitable for the project.
  - d) The RFQ evaluation shall result in a short list of two to five offerors deemed most suitable for the project to receive the RFP. An offeror may be denied prequalification only as specified under the Code of Virginia § 2.2-4317, but the short list shall also be based upon the RFQ criteria.
  - e) At least 30 days prior to the date established for the submission of proposals, the County shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.
4. Selection of Design-Build Contractor (STEP II):
  - a) The County shall send an RFP to the D/B offerors on the short list for the project and request formal proposals from them. The criteria for award shall be included in the RFP.
  - b) Sealed Technical Proposals as described in the RFP shall be submitted to the County, along with separately-sealed Cost Proposals, which shall be secured and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.

- c) The Committee will evaluate the Technical Proposals based on the criteria contained in the RFP. It will inform each D/B offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the RFP. In addition, the County may require that offerors make design adjustments necessary to incorporate project improvements and/or additional detailed information identified by the Committee during design development.
  - d) Based on the adjustments made to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its original sealed Cost Proposal which are not based upon revisions to the Technical Proposals.
  - e) The Committee shall evaluate (and rank if technical rankings are to be considered as a criteria for award) the technical proposals. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Otherwise, the Committee shall open the cost proposals and apply the criteria for award as specified in the RFP.
  - f) The Committee shall make its recommendation for the selection of a design-builder based on its evaluations of the technical and cost proposals and all amendments thereto. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the Request for Proposal.
  - g) The County will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the County may notify all offerors who submitted proposals of the County's intent to award the contract to a particular offeror at any time after the County has selected the design-builder. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
  - i) Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.
- E. Reference is made to Section 7.30.1 of the Commonwealth of Virginia Construction and Professional Services Manual (2012 Edition, as amended) and all of its subsections for guidance in the use of these procedures, mutatis mutandis.



the best avenue available in light of applicable grant requirements for achieving construction of the project within the funds and time available.

Before commencing a design-build project, the County must have a licensed architect or engineer with professional competence appropriate to the project to advise the County regarding the use of design-build and to assist the County with the preparation of the Request for Proposal and the evaluation of such proposals. Staff expects to return to the Board on this project by June 6, at which time staff will present additional information on the project and expects to ask the Board to make the necessary statutory determinations and allow the project to proceed as design-build. At that time, staff additionally expects to request the Board to approve the Request for Proposal for the project and appoint an Evaluation Committee.

The project is on a very tight timeline, with the grant authority calling for a construction completion date of Spring 2013.

Accordingly, staff recommends approval of the amendment to the Architectural Services Agreement; that the Chairman or County Administrator be authorized to execute the amendment after approval by the County Attorney; and that the Chairman or County Administrator be authorized to issue written notices to proceed and such other approvals and authorizations as may be needed under the agreement in order for the project to progress in a timely manner.

Submitted by staff: Robert Popowicz, Economic Development Director  
Attachments: Resolution  
Design Build Policy

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For County Administrator Use Only

Comments:

\_\_\_\_\_  
County Administrator's Signature

xyz

MOTION: I move the resolution entitled "Adoption of FY2013-2017 Capital Improvements Plan" be adopted.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

SUBJECT: Fiscal Year's 2013-2017 Capital Improvements Plan

RECOMMENDATION: Approve resolution to adopt Fiscal Year's 2013-2017 Capital Improvements Plan as outlined in the attached documentation.

TIMING: Immediate

FISCAL IMPLICATIONS: None

POLICY IMPLICATIONS: This action will allow administration and staff to plan projects and resources accordingly.

DISCUSSION: None.

Staff: Eric Dahl, Budget Analyst

Copy: None

Attachments: Resolution "Adoption of FY2013-2017 Capital Improvements Plan"

.....  
For County Administrator's Use Only:

Comments:



Steven M. Nichols, County Administrator

**RESOLUTION**  
**Fluvanna County Board of Supervisors**  
**May 2, 2012**

**Adoption of FY 2013 – FY 2017 Capital Improvements Plan**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, May 2, 2012, in Palmyra, Virginia, the following action was taken:

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<b>Present</b>	<b>Vote</b>
Shaun Kenney, Chairman	
Bob Ullenbruch, Vice-Chairman	
Mozell Booker	
Joe Chesser	
Donald W. Weaver	

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On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and voted in the affirmative, the following resolution was adopted:

WHEREAS, it is the responsibility of the Fluvanna County Board of Supervisors to approve the County's Capital Improvements Program; and,

WHEREAS, the Capital Improvements Plan recommends the initiation and completion of numerous capital projects based upon staff recommendations and citizen input; and,

WHEREAS, the Board of Supervisors held a public hearing on the proposed Capital Improvements Plan on April 11, 2012; and,

WHEREAS, the Board of Supervisors has approved the FY2013 Capital Improvements Budget as part of the overall Fluvanna County Budget;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the FY 2013-2017 Capital Improvements Plan hereby be approved.

A True Copy Teste:

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Shaun Kenney, Chairman  
Board of Supervisors

A

MOTION: I move the resolution entitled "A Resolution to Adopt the FY13 Operations Budget, Set the Tax Rates and Appropriate Funds" be adopted contingent upon approved Commonwealth funding. Should funding from the Commonwealth not meet the estimated budget amount in a particular area, spending authorization in that area will be reduced.

**AGENDA**

**BOARD OF SUPERVISORS**

**May 2, 2012**

SUBJECT: Fiscal Year 2013 Operations Budget and Tax Rates

RECOMMENDATION: Approve resolution to set the tax rates with a revised real property tax rate of \$0.\_\_\_\_ per \$100.00, a personal property tax rate of \$ \_\_\_\_ per \$100.00 and adopt the FY13 operations budget.

General Fund Operations	\$
Capital Improvements Plan	\$ 4,955,774
Enterprise Funds	\$ 2,423,729
TOTAL:	\$ _____

TIMING: Immediate

FISCAL IMPLICATIONS: Adoption of the FY2013 operational budget and tax rates will establish authorization for receipt of revenues and disbursements of expenses.

POLICY IMPLICATIONS: This action will allow adequate time to prepare for the June 5<sup>th</sup>, 2012 tax billing cycle.

DISCUSSION: None.

Staff: Eric Dahl, Budget Analyst

Copy: None

Attachments: "Resolution to Adopt the FY13 Operations Budget, Set the Tax Rate and Appropriate Funds"

.....  
For County Administrator's Use Only:

Comments:



Steven M. Nichols, County Administrator

**RESOLUTION**  
**A RESOLUTION TO ADOPT THE FY13 OPERATIONS BUDGET,**  
**SET THE TAX RATES AND APPROPRIATE FUNDS**

**WHEREAS**, it is the responsibility of the Fluvanna County Board of Supervisors to approve and control the County's fiscal plan for FY13; and,

**WHEREAS**, the Board of Supervisors has received numerous staff reports; received comments from residents at a duly advertised public hearing on April 11, 2012; and has reviewed each request for funding;

**NOW, THEREFORE, BE IT RESOLVED** by the Fluvanna County Board of Supervisors this 2nd day of May 2012, that the Fluvanna County budget totaling \$\_\_\_\_\_ is adopted and the tax rates for FY13 or July 1<sup>st</sup> 2012– June 30<sup>th</sup> 2013 set as given below:

**2012 COUNTY TAX RATES**

Real Estate	\$___ /\$100 of assessed value
Public Service Corps.	\$___ /\$100 of assessed value
Mobile Homes	\$___ /\$100 of assessed value
Personal Property	\$___ /\$100 of assessed value
Machinery & Tools	\$2.00/\$100 of assessed value

**BE IT FURTHER RESOLVED** that the Board of Supervisors does hereby budget and appropriate to the COUNTY OPERATING BUDGET the following revenues and expenditures; this appropriation is also conditioned on the understanding that, with regard to the operating budget for the School system, revenues received from the Commonwealth will be expended prior to local dollars:

<b>GOVERNMENTAL REVENUES</b>	
Local (not including contributions to the CIP)	\$
State	
Federal	
<b>TOTAL</b>	<b>\$</b>

<b>GOVERNMENTAL EXPENDITURES</b>	
General Government Administration	\$
Judicial Administration	
Public Safety	
Public Works	
Health and Welfare	
Education	
Parks and Recreation	
Community Development	
Non-Departmental	
Debt Service	
<b>TOTAL</b>	<b>\$</b>

**BE IT FURTHER RESOLVED** that for budgeting and accounting purposes, the adopted budget revenues and expenditures for the capital improvements fund are set as follows:

Capital Fund Revenues	
Local Use of General Fund Balance	\$4,000,000
Local Other	45,000
Federal and State	
Proceeds from Indebtedness	
<b>TOTAL</b>	<b>\$4,045,000</b>

Capital Fund Expenditure	
County Schools Capital Reserve	\$ 169,748
County Schools Capital Reserve for Buses	150,000
County Capital Reserve	156,026
County Capital Reserve for Sheriff's Vehicles	125,000
Radio Equip & Paging System	4,000,000
Lake Monticello FD Emergency Generator	45,000
Old HS/Central Elementary Wastewater Treatment	60,000
Middle School Wastewater Treatment	250,000
<b>TOTAL</b>	<b>\$4,955,774</b>

\*Capital fund revenues are supplemented by transfers from the General Fund.

**FINALLY BE IT RESOLVED** that for budgeting and accounting purposes the adopted budget revenues and expenditures for the enterprise funds are set as follows:

	Expenditure	Revenue
School Food Service	\$1,734,994	\$1,734,994
Fork Union Sanitary District	424,256	424,256
Utility*	<u>264,479</u>	<u>137,615</u>
<b>TOTAL</b>	<b>\$2,423,729</b>	<b>\$2,296,865</b>

\*Utility fund revenues are supplemented by transfers from the General Fund.

Adopted this 2nd day of May 2012 by the  
Fluvanna County Board of Supervisors

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Shaun V. Kenney, Chairman

**MOTION:** I move to recommend to the Circuit Court \_\_\_\_\_ for appointment to the Board of Zoning Appeals Board, At Large position, with a term to begin immediately and to terminate on October 31, 2014, filling the unexpired term of Steven M. Nichols.

**AGENDA BOARD OF SUPERVISORS DATE: May 2, 2012**

**SUBJECT:** Appointment recommendation for the Board of Zoning Appeals.

**RECOMMENDATION:** Approval

**TIMING:** Routine

**FISCAL IMPLICATIONS:** None

**POLICY IMPLICATIONS:** None

**DISCUSSION:** Steven M. Nichols has resigned his position on the Board of Zoning Appeals to accept the position as County Administrator.

Applicants who have expressed interest are:

- Sam Babbitt (currently on the Planning Commission)
- Patricia Eager (currently on the Court Green Committee and the Agricultural/Forestral Advisory Committee)
- Frank J. Gallo

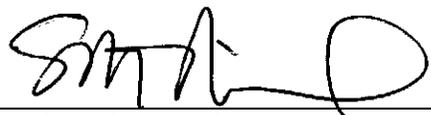
**LEGISLATIVE HISTORY:** The Board of Supervisors recommends an applicant to the Circuit Court and it is the Circuit Court Judges who appoint.

Staff: Mary L. Weaver, Clerk to the Board of Supervisors *MLW*

Copy: Steve Tugwell, Senior Planner

Enclosure: Board and Commission Applications

\*\*\*\*\*  
County Administrator's Use Only

  
\_\_\_\_\_  
Steven M. Nichols, County Administrator

Interest in Board of Zoning Appeals (BZA)

Fork Union

**Last Name** Babbitt **First Name** Sam **Date Recieved** 6/5/2009  
**Mailing Address** 1110 Bryants Ford Road **City** Fork Union **State** VA **Postal Code** 23055-  
**Home Phone** (434) 842-5024 **Work Phone** 4348428387 **Cell Phone/Other**  
**Fax** **Email Address** sbabbitt@co.fluvanna.va.us  
**Physical Address** **City** **State** **Postal Code**

**Education and Experience:**

Doctor of Veterinary Medicine, VA Tech; Private practice veterinary - 15 years, Planning Commission member for 8 years

**Civic Activities and Committee Memberships:**

Former Vice-Chair Fluvanna Chamber, Parks & Rec Advisory Board 10 yrs. (Current Chairman)

**Interest in Committee:**

Continue Civic Improvement of Fluvanna Co.

**Comments:** Resigned Parks and Rec Advisory Bd - Mar 10

Tuesday, April 24, 2012

Interest in Board of Zoning Appeals (BZA)

Palmyra

**Last Name**  **First Name**  **Date Recieved**

**Mailing Address**  **City**  **State**  **Postal Code**

**Home Phone**  **Work Phone**  **Cell Phone/Other**

**Fax**  **Email Address**

**Physical Address**  **City**  **State**  **Postal Code**

**Education and Experience:**

A.A. Stephens College, Columbia, MO; B.S. New York University, NYC; Prior to movign to Virginia, I worked as a commodity broker and as a finance director in charge of funding U.S. Treasury Bond investments for Shearson

**Civic Activities and Committee Memberships:**

I have served on the Fluvanna Planning Commission for 8 years (3 as Chairman); Recently I participated in Fluvanna's Leadership class; member Virginia Citizens Planning Assoc. since 1996

**Interest in Committee:**

I enjoy serving Fluvanna and beign a member of the Planning Commission.

**Comments:** Committees Interested In: Virginia Water Project Board of Directors

Interest in Board of Zoning Appeals (BZA)

Palmyra

**Last Name** Gallo **First Name** Frank J. **Date Recieved** 1/4/2012

**Mailing Address** 115 Mechunk Ridge Lane **City** Keswick **State** VA **Postal Code** 22947-

**Home Phone** (434) 296-6605 **Work Phone** 4345891687 **Cell Phone/Other**

**Fax** (434) 589-1687 **Email Address** gallfj@aol.com

**Physical Address** 115 Mechunk Ridge Lane **City** Keswick **State** VA **Postal Code** 22947

**Education and Experience:**

Bachelor of Arts, Juris Doctor, former "part-time" County Attorney (Fluvanna), Commonwealth Attorney (Fluvanna), Assistant Commonwealth Attorney (Loudoun, Louisa), author: LexisNexis, "Virginia Forms" (Commercial Transactions, Criminal Procedure, Medical Malpractice).

**Civic Activities and Committee Memberships:**

Member of initial Library Board, 1980's, Rivanna Conservation Society, Fork Union Masonic Lodge, etc.

**Interest in Committee:**

Library Board

**Comments:**

Dear Ms. Weaver,

Thank you for taking the time to speak with me earlier today.

The code section I wish to amend is 15.1-7 Exempt sounds (L) which currently reads "Animals. Sounds generated from animals including, but not limited to, barking dogs."

Proposed change: To delete barking dogs exemption.

New Exemption L could read as follows:

Animals. Sounds generated from animals including sheep, goats, pigs, ducks, animals used for farm labor but not domestic pets, in residential neighborhoods such as barking dogs.

Or the county could simply completely delete section L.

Please let me know the process for amending the current code section and the necessary steps to follow.

Additionally, I would like to propose a new code section for chapter 4, Article 2. Dogs which is attached in a word document.

Please let me know the process for creating a new code section and the necessary steps to follow.

Thank you for your assistance in this matter.

Sincerely,

Rachel Turner

**Sec. 4-2-5 Noise from dogs.** It shall be unlawful and shall be a nuisance for an owner or custodian of a dog to harbor or keep any dog within the county which frequently or for a continued duration howls, barks or makes other excessive, continuous or untimely sounds which are audible on the property of a complainant in the county; provided however, this section shall not apply to any dog located on property zoned Rural Areas District of five (5) acres or more, to any dog in a pound or an animal shelter or commercial kennel as defined in chapter 18 of the zoning ordinance, or to sounds caused by livestock or poultry. For the purposes of this section, “excessive, continuous or untimely sounds” shall mean any howling, barking or other animal noise which continues for thirty (30) consecutive minutes or more with no cessation of such sounds for time periods greater than five (5) minutes during the thirty (30) consecutive minutes.

B. *Complaints of animal noise.* Notwithstanding section 4-2-6 of this Code, no person shall be charged with a violation of this section unless the complainant appears before a magistrate and requests a summons to be issued. However, when a violation is committed in the presence of an animal control officer or police officer, he shall have the authority to initiate all necessary proceedings.

C. *Penalty for violation.* A violation of this section shall be punishable as a class 3 misdemeanor, and any owner or custodian of an animal found guilty under this section shall be required to abate the disturbance. Upon a third conviction within twelve (12) months of any offense under this section involving the same animal, in addition to imposing a fine, the court shall order the animal to be removed from any area of the county covered by this section. If the owner or custodian of the animal fails to comply with such order within two (2) weeks, the animal control officer shall seize the animal and offer the animal to an animal shelter for adoption in a home outside of the area of the county covered by this section.

**4-2-6 Enforcement of animal laws; penalties.**

A. Enforcement of this chapter is vested in one or more animal control officers as employed by the county police department. When in uniform or upon displaying a badge or other credentials of office, such officers shall have the power to issue a summons or obtain a felony warrant as necessary, providing the execution of such warrant shall be carried out by any law enforcement officer as defined in Virginia Code § 9.1-101, to any person found in the act of violating this chapter, Virginia Code §§ 3.2-6500 *et seq.*, and all laws for the protection of animals, and shall exercise all other powers as provided by state law and such other duties as may be provided by the board of supervisors.

B. Unless otherwise specified, any person violating a provision of this chapter shall be guilty of a class 4 misdemeanor.

This language has been copied and pasted from the Albemarle county code. I propose changing the work animal to dog and would like to add growling and showing signs of aggression.

A link to Albemarle county code:

[http://www.albemarle.org/upload/images/Forms\\_Center/Departments/County\\_Attorney/Forms/Albemarle\\_County\\_Code\\_Ch04\\_Animals\\_And\\_Fowl.pdf](http://www.albemarle.org/upload/images/Forms_Center/Departments/County_Attorney/Forms/Albemarle_County_Code_Ch04_Animals_And_Fowl.pdf)



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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## MEMORANDUM

TO: Board of Supervisors  
FROM: Eric Dahl, Budget Analyst  
SUBJECT: Contingency Balance  
DATE: April 26, 2012

The balance for the BOS contingency line for FY12 is as follows:

<u>Board of Supervisors Contingency:</u>	\$100,000.00
Minus Donation to Town of Columbia 8.3.11	3,000.00
Minus Reimbursement of Livestock Claims 9.7.11	2,540.00
Minus Legal Services from Lawsuit 10.19.11	5,598.45
Minus Create Economic Development Director 10.19.11	54,000.00
Minus Erosion and Sediment Control Plan 11.2.11	7,800.00
Minus Legal Services from Lawsuit 11.16.11	2,923.70
Minus Legal Services from Lawsuit 12.7.11	11,928.91
Minus Facilities Work at the SPCA 12.7.11	10,000.00
Minus Award to Rothamel 12.21.11	2,208.94
Add Previously Approved Eckert Seamans 12.21.11	21,987.53
Minus Impact Study for Water Line TJPDC 12.21.11	4,000.00
Add EMS Contract Services Funds 2.1.12	<u>150,000.00</u>
Total Board of Supervisors Contingency	<u>\$ 167,987.53</u>