



FLUVANNA COUNTY BOARD OF SUPERVISORS

WORK SESSION AGENDA

Circuit Courtroom, Fluvanna Courts Building

June 15, 2016

4:00 PM (Morris Room)

TAB AGENDA ITEMS

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

B – WORK SESSION

County Revenue Enhancement Options

Residential Loans for Large Lot Development

Zoning Overlay Options for Community Planning Areas

Water/Sewer Planning and Ordinances Overview

C – CLOSED MEETING AND DINNER RECESS

TBD



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

June 15, 2016 at 7:00 pm

TAB AGENDA ITEMS

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

2 – ADOPTION OF AGENDA

3 – COUNTY ADMINISTRATOR'S REPORT

4 – BOARD OF SUPERVISORS' UPDATES

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None.

7 – ACTION MATTERS

- A Social Services Part-Time to Full-Time Conversion Staffing Request – Kim Mabe, Social Services Director
- B Elevator Maintenance Contract—Cyndi Toler, Purchasing Officer
- C Community & Economic Development Position Upgrades – Jason Smith, Community & Economic Development Director, and Gail Parrish, HR Manager
- D Request for Reimbursement of VDOT Fees—Jason Stewart, Planning and Zoning Administrator
- E E911 Radio Project: Change Order #2 – New Columbia School Tower—Cheryl Elliott, Emergency Services Coordinator
- F E911 Radio Project: Change Order #3 - Additional Erosion & Sediment Control Tasks For Sheriff's Office Tower Site—Cheryl Elliott, Emergency Services Coordinator

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

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

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- G E911 Radio Project: Change Order #4 – R56 Pre-Audit and Corrective Actions for E911 Center/Master Site —Cheryl Elliott, Emergency Services Coordinator
- H Appointment – Economic Development and Tourism Advisory Council (EDTAC) – Steven M. Nichols, County Administrator
- I Appointment – Reappointment – JAUNT Board – Steven M. Nichols, County Administrator

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

- J Correction to Computation of Sewer Bills - Wayne Stephens, Director of Public Works and County Engineer
 - K 2015 Development Activity Report—James Newman, Acting Senior Planner
-

9 – CONSENT AGENDA

- L Minutes of May 4, 2016—Kelly Belanger Harris, Clerk of the Court
 - M Minutes of May 18, 2016—Kelly Belanger Harris, Clerk of the Court
 - Mc Accounts Payable Report, May 2016 – Eric Dahl, Finance Director
 - N Resolution Recognizing Lucas J. Valleau, Eagle Scout—Steven M. Nichols, County Administrator
 - O A Resolution to Take Streets in the Meadow Brook Subdivision into the Secondary System of Highways in Fluvanna County, Virginia—Jason Stewart, Planning and Zoning Administrator
 - P FY16 Schools Supplemental Appropriation of State Funding for Project RETURN—Eric Dahl, Finance Director
 - Q FY16 Budget Transfer- Board of Supervisors Legal Fees – Eric Dahl, Finance Director
 - R FY16 BOS Contingency Budget Transfer- County Attorney – Eric Dahl, Finance Director
 - S Compensation for Livestock Killed – Marlene Thompson – Captain David Wells, Sheriff’s Department
-

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

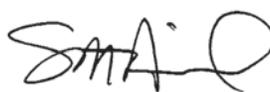
TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Steven M. Nichols
2016.06.09 12:09:49
-04'00'

County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

2016-2017 STRATEGIC INITIATIVES AND ACTIONS

Strategic Initiative A -- SERVICE DELIVERY

- A1** - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2** - Perform Process Improvement Review of Planning and Zoning Processes.
- A3** - Perform Process Improvement Review of Building Inspection Processes.
- A4** - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- A5** - Update, format, and improve web-accessibility of all County Personnel Policies.
- A6** - Create Fluvanna County Data Website Dashboard with key metrics.
- A7** - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- A8** - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

Strategic Initiative B -- COMMUNICATION

- B1** - Create a Community Impact Awards Program.
- B2** - Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- B3** - Collect and analyze the results of the local Business Climate Survey.
- B4** - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"
- B5** - Create a local Business Support Action Plan.
- B6** - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- B7** - Expand County Website to receive, answer, and post questions from residents.
- B8** - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- B9** - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

Strategic Initiative C -- PROJECT MANAGEMENT

- C1** - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- C2** - Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- C3** - Investigate all options for GIS system delivery and management to support needs of all County departments.
- C4** - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5** - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

- C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.
- C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
- C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.
- C9** - Proceed with the Pleasant Grove Farm Museum design.
- C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM

- D1** - Create EDTAC - Economic Development and Tourism Advisory Council.
- D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.
- D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
- D4** - Create separate Tourism and Business information pages for the County website.
- D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.
- D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.
- D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.
- D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
- D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
- D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).
- D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY

- E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.
- E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.
- E3** - Update, format, and improve web-accessibility of all County Financial Policies.
- E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.
- E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.
- E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

Meeting Date:	June 15, 2016																			
AGENDA TITLE:	FY17 Social Services Request for Part-Time to Full-Time Benefit Programs Specialist Position Conversion																			
MOTION(s):	<p>I move the Board of Supervisors approve the conversion of an existing State-supported Benefit Programs Specialist position (Part-Time) to a State- and County-supported Benefit Programs Specialist position (Full-Time), with an additional \$8,551 in County funding support to come from FY17 Personnel Contingency.</p> <p>I move to accept a FY17 supplemental appropriation of State funds in the amount \$17,879 to contribute to the part-time to full-time conversion above.</p>																			
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		E1															
	X																			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other															
		X																		
STAFF CONTACT(S):	Kim Mabe, Social Services Director																			
PRESENTER(S):	Kim Mabe, Social Services Director																			
RECOMMENDATION:	I recommend approval of the following action.																			
TIMING:	Routine.																			
DISCUSSION:	<ul style="list-style-type: none"> • Social Services received an additional, permanent State allocation of \$21,159 to assist with Medicaid application and renewal processing. • The State funding of \$21,159 requires a local match of \$3,280 (\$17,879 State, \$3,280 Local). • An additional \$5,271 in local funds is being requested to cover the cost of the change from part-time to full-time with benefits. (\$5,271 + \$3,280 required match = \$8,551) • These funds will be used to upgrade an existing part-time Benefit Programs Specialist position to full-time with benefits to assist with Medicaid application and renewal processing. 																			
FISCAL IMPACT:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Item</th> <th style="width: 12.5%;">Salary</th> <th style="width: 12.5%;">Benefits</th> <th style="width: 12.5%;">TOTAL</th> </tr> </thead> <tbody> <tr> <td>CURRENT (PT)</td> <td style="text-align: right;">\$14,591</td> <td style="text-align: right;">\$1,116</td> <td style="text-align: right;">\$15,707</td> </tr> <tr> <td>PROPOSED (FT)</td> <td style="text-align: right;">\$29,190</td> <td style="text-align: right;">\$12,947</td> <td style="text-align: right;">\$42,137</td> </tr> <tr> <td>SHORTFALL</td> <td></td> <td></td> <td style="text-align: right;">\$26,430</td> </tr> </tbody> </table>				Item	Salary	Benefits	TOTAL	CURRENT (PT)	\$14,591	\$1,116	\$15,707	PROPOSED (FT)	\$29,190	\$12,947	\$42,137	SHORTFALL			\$26,430
	Item	Salary	Benefits	TOTAL																
	CURRENT (PT)	\$14,591	\$1,116	\$15,707																
	PROPOSED (FT)	\$29,190	\$12,947	\$42,137																
SHORTFALL			\$26,430																	

	Add'l State Funding			\$17,879	
	County Funding Requested			\$8,551	
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 6/15/16

AGENDA TITLE:	Elevator Maintenance Contract				
MOTION(s):	I move to approve the contract between Priority Elevator and the county for Elevator Maintenance and repair, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>In April 2016, together with Fluvanna County Public Schools, we issued a RFP in search of a contractor to provide general elevator maintenance and repair services as well as on-call as needed service for emergencies. We interviewed 3 companies and the highest scores were given to Priority Elevator. Priority Elevator will perform monthly inspections and tests as required and make all necessary repairs and adjustments in order to keep the Counties 5 elevators safe and functioning. The School elevators will be on a separate school contract based on the same solicitation.</p>				
FISCAL IMPACT:	\$115 per month per elevator. \$6,900 annually				
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	x	x		

**CONTRACT BETWEEN THE COUNTY OF FLUVANNA AND PRIORITY
ELEVATOR FOR ELEVATOR MAINTENANCE & REPAIR SERVICES**

This Contract for Elevators Maintenance & Repair Services (collectively with all exhibits hereto, the “Contract”) dated this ____ day of _____, 201__ is between The **COUNTY OF FLUVANNA** (the “County”), a political subdivision of the Commonwealth of Virginia, and W & H Resources, Inc. (“Contractor”), a Virginia corporation, doing business as Priority Elevator and is binding among and between these parties as of the date of the County’s signature. The parties hereto agree as follows:

1. **PURPOSE AND EXHIBITS:** The Contractor shall provide Fixed Price Services and as-needed On-Call Services from time to time as needed by the County so as to meet or exceed the requirements of: (i) the Request for Proposals, Elevator Maintenance & Repair Services issued April 5, 2016, RFP Number 2016-05, (the “**RFP**”), which RFP is attached hereto as **Exhibit 1** and made a material part of this Contract; and (ii) the Contractor’s Proposal in response to the RFP dated April 26, 2016 (the “**Proposal**”), which Proposal is attached hereto as **Exhibit 2** and made a material part of this Contract. “**Fixed Price Services**” shall have the same meaning as defined in the RFP. “**On-Call Services**” shall have the same meaning as defined in the RFP. “**Fixed Price Services**” and “**On-Call Services**” are hereinafter collectively referred to as the “**Services**”. The Services must be furnished by Contractor in a good and workmanlike manner and so as to pass without exception in the trade and so as to meet or exceed all applicable industry standards and any requirements of the RFP and the Proposal.
2. **SCOPE OF WORK:** Section 6 of the RFP sets out in detail the scope of work for the Services including the requirements and obligations of Contractor related to performing the Services. Section 6 of the RFP is hereby incorporated into this Contract by reference as material terms hereof and to the extent any language of this Contract or Exhibit 2 directly conflicts with the same, Section 6 of the RFP shall control and bind the parties.
3. **THE COUNTY’S ELEVATORS:** The County’s Elevators (the “**Elevators**”) which will be serviced under this Contract by Contractor include the following Elevators:
 - A. Fluvanna County Courthouse (2 two-stop hydro);
 - B. Fluvanna County Administration Building (1 three-stop hydro);
 - C. Fluvanna County Social Services/Performing Arts Center (1 two-stop hydro); and
 - D. Pleasant Grove Transportation Museum (1 two-stop MRL).
4. **SCOPE OF FIXED PRICE SERVICES:** Contractor agrees to provide Fixed Price Services during the Term (as defined below in Section 5) for the Elevators. The Contractor agrees to provide Fixed Price Services to the County for maintenance of its Elevators which includes any and all requirements and provisions relating thereto in this Contract, the RFP or Proposal, including specifically, but not limited to, Sections 6(A), (B), (C) and (D) of the RFP.

3. **OTHER REQUIREMENTS:** In performing any Services under this Contract the Contractor agrees that:

- i. Contractor shall furnish all labor, equipment, materials, and services necessary for elevator maintenance, trouble-shooting and repair services needed on any Elevator of the County.
- ii. Contractor shall comply with applicable local, state and federal requirements while performing work.
- iii. Contractor shall review safety plans with County prior to beginning any work.
- iv. Contractor shall coordinate all work with the County to minimize site disturbance and service impacts.
- v. Contractor shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.
- vi. Contractor shall replace or repair any defective installation or manufacturer's defect within one (1) year from County's acceptance of completed work at no additional cost (a "warranty repair"). This shall apply to all Services performed by the Contractor under this Contract.
- vii. Contractor shall respond to emergency warranty repairs within one (1) business day and shall respond to routine warranty repairs within three (3) business days. An emergency shall exist when so determined by the County in its sole discretion.
- viii. Contractor shall assure that all employees who will be performing the Services receive any required training necessary to perform the work and, if applicable, have any licensures, certifications or other prerequisite. The County reserves the right to review any Contractor training, licensure, or certification documentation upon request.

4. **ON-CALL SERVICES:** The Contractor will also provide on-call as-needed Elevator repair services in accordance with this Contract (the "On-Call Services"). Nothing herein shall require the County to use Contractor for any On-Call Services and any On-Call Services shall be completed only at the written request of the County in its sole discretion. The following are requirements for the On-Call Services:

- i. At the County's request, the Contractor shall assist the County with preparing a Purchase Order for any On-Call Services task hereunder, including the preparation of a work authorization including the work description, required supplies and materials, equipment and budget estimate. The Contractor shall accept all County purchase orders along with executed work authorization as the approved method of ordering. Each County purchase order will cite the agreed upon timeframe to complete specified tasks and the total cost based on the County

accepted project estimate (may be stated as a “not to exceed” dollar amount). The County’s purchase order must be signed by an authorized representative of the County to be valid and binding on the County. The Contractor shall have no claim for compensation greater than the approved amount in the purchase order. The Contractor shall obtain prior written approval for any work that exceeds the work authorization in purchase order. No compensation or reimbursement of any kind will be owed to Contractor for services outside the scope of a purchase order. A separate purchase order will be required for each On-Call Services task.

- ii. The Contractor’s hourly rate includes all incidental costs, including allowances for profit and tools of the trade in their hourly labor rates. No travel time to and from a job site shall be included in the work performed, hourly costs invoiced shall include time at the job site only. Compensation for materials purchased for the work shall be based on the Contractor’s actual cost, no markups will be accepted. All costs shall be included in the work authorization. For multi-day projects, the County reserves the right to request that a daily log be submitted which includes details concerning the completed work, labor, materials and costs.
- iii. The Contractor will be paid on the basis of invoices submitted. Invoices shall include the following: the contract number, purchase order number, work authorization, copies of supplier invoices or inventory list for materials used for project, and total amount due. Invoices shall be submitted to the County only after completion of the work for that purchase order to the sole satisfaction of the County. Payment will be made no later than forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is later.

5. **TERM OF CONTRACT:** The initial term of this Contract shall be one (1) year beginning on the 1st day of July, 2016 at 12:01 a.m. and terminating on the 30th day of June, 2017 at 11:59 p.m. This Agreement may then be renewed at the County’s option for four (4) additional one (1) year terms. Said renewals shall be automatic annually on July 1st of each year. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least thirty (30) days prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated.
6. **PRICING:** The price for the Fixed Price Services during the Term is \$115.00 per Elevator per month. The County will be invoiced quarterly in advance. Each quarter for all of the Elevators the amount invoiced shall be ONE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$1,725.00), payable within 45 days’ of receipt of a proper invoice as defined herein. An invoice for the Fixed Price Services shall be deemed proper if all of the Fixed Price Services relating to the prior quarter have been rendered and provided; and have been accepted by the County in its sole discretion. In the event that this Contract is terminated for any reason during any quarter of the Term, the County shall receive a pro-rata reimbursement from Contractor of the total

Fixed Price Services cost paid hereunder based on the number of days left in the quarter for which services will not be provided by reason of such termination. In the event that any of the Elevators are removed from service for any reason, the County shall receive a pro-rata reimbursement from Contractor of the total Fixed Price Services cost paid hereunder based on the number of days left in the quarter for which services will not be provided to that elevator by reason of such no longer being in service.

The County shall pay the Contractor for all On-Call Services based on the following rates:

- i. \$195.00 per hour during regular business hours of Monday through Friday 8 a.m. to 6 p.m.;
- ii. \$229.00 per hour overtime rate for On-Call Services completed outside of the regular business hours.

Notwithstanding the foregoing, any work under this Contact to be completed at overtime rates must be specifically approved in advance by the County in the applicable Purchase Order signed by the County. Unless specifically indicated otherwise in a purchase order, it is understood that all Services under this Contract are to be completed during regular business hours. Any overtime work not approved by the County in a purchase order in advance with specific reference shall be billed to the County at a rate of \$195.00 per hour.

All On-Call Services work shall be billable to the County in increments of a quarter of an hour. The minimum charge shall be a quarter of an hour.

Any materials, parts, or other reimbursable items for the Services shall be invoiced at actual cost without additional mark-up of any kind.

Any payments shall be made in accordance with Section 4 and Section 47 "Payment" of the General Terms, defined below in Section 8, and in no event shall Contractor be paid prior to the Completion Date. The date that all services and work related to or necessary for completion of any On-Call Services task is installed, operational and in full compliance with this Contract, to the sole satisfaction of the County is the "**Completion Date**".

7. **NOTICES:** The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

ATTN: Ms. Cyndi Toler
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1930

Facsimile: (434) 591-1911
Email: ctoler@fluvanna.org

With a Copy to:
Fluvanna County Attorney
Attn: Kristina M. Hofmann, Assistant County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

Contractor:
Priority Elevator
Attn: Chuck Bailey
PO Box 665
Richmond, VA 23218
Phone: (804) 643-5306

8. **ADDITIONAL TERMS:** The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors (the "General Terms") are attached hereto as a part of the RFP and incorporated herein by reference and made a material part of this Contract. Where any of the provisions of the General terms conflicts with any of the provisions of this Contract, this Contract shall control.

In witness hereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

Contractor:
W & H Resources, Inc.,
Doing business as Priority Elevator

County:
County of Fluvanna, a political subdivision of the
Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

**REQUEST FOR PROPOSALS
ELEVATOR MAINTENANCE & REPAIR SERVICES**

Issue Date: April 5, 2016

Due Date: April 26, 2016

Time: 2:00 P.M.

RFP Number: 2016 – 05

Issuing Department: County of Fluvanna
Finance Department
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Procurement Contact: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

Technical Inquiries: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

The Fluvanna County Board of Supervisors is seeking sealed competitive Offers from qualified Contractors for Elevator Maintenance and Repair Services. The purpose and intent of this Request for Proposal (RFP) is to establish a fixed price contract with a qualified Contractor to provide general elevator maintenance and repair Services and also additional as-needed on-call elevator services as more specifically described herein.

The Contractor shall have the necessary expertise to perform such services as described within this solicitation.

Sealed Offers will be received until 2:00 p.m. on the 26th day of April, 2016 for furnishing the services described herein.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 1st floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannacounty.org/services/finance/procurement/solicitations>. All Offers that are delivered via mail must be addressed to the “Issuing Department” listed above. Any Offers that are hand delivered must be turned into the “Issuing Department” listed above. Any Offers that are turned in late will be rejected and returned unopened. Any Offers sent in via facsimile, telephone, or email shall not be considered.

1. PURPOSE

The Fluvanna County Board of Supervisors (the “County”) is seeking competitively sealed Proposals from qualified Contractors for fixed price contract Elevator Maintenance and Repair Services as well and additional as-needed on-call services, as specified herein, for its elevators. The initial term of the Contract shall be for one (1) year, with the option to renew for four (4) additional one-year terms at the County’s sole direction.

2. COOPERATIVE PROCUREMENT

Pursuant to Section 60 of the County’s General Terms Conditions and Instructions to Offerors and Contractors, attached hereto and incorporated herein, this Request for Proposals (“RFP”) is being conducted under Section 2.2-4304 of the Code of Virginia. Specifically and without limitation, the Fluvanna County Public School Board (the “Schools”) may choose to purchase services off the contract resulting from this RFP. Any offers are to include a separate fixed price contract fee for Elevator Maintenance and Repair Services for the Fluvanna County School Board’s elevators shown in Section 4. Any such contract shall be by separate agreement between the Fluvanna County School Board or other public body. Nothing herein shall make the County a party to such contracts and the County has no liability whatsoever related to such contracts.

3. FLUVANNA COUNTY ELEVATORS

- A. Fluvanna County Courthouse (2 two-stop hydro)
- B. Fluvanna County Administration Building (1 three-stop hydro)
- C. Fluvanna County Social Services/Performing Arts Center (1 two-stop hydro)
- D. Pleasant Grove Transportation Museum (1 two-stop MRL)

4. FLUVANNA COUNTY SCHOOL ELEVATORS AND CHAIR LIFT

If the Fluvanna County Public School Board elects to use the resulting contract, then the following facilities may also be eligible for services. Please price these separately from county elevators:

- A. Central Elementary (1) Dover Passenger (Hydraulic) SN E08278
- B. Fluvanna County Middle School (2) #1 Dover Passenger (Hydraulic) SN E46595; #2 Otis Passenger (Hydraulic) Model AAA212414 SN 1457031-4
- C. Fluvanna County High School (1) ThyssenKrupp Model TAC 20 5000lb Rated

Chair Lifts

- D. Central Elementary (1) National Wheel-O-Vator Co. Screw Drive Model BC42 SN 141302-1

5. MANDATORY PRE-BID CONFERENCE AND QUESTIONS

- A. A mandatory pre-bid conference will be held April 12, 2016 where the Offerors will be allowed to inspect all of the elevator and chair lift sites to analyze the current environment and collect further data in determination of their ability to perform the services required. Beginning promptly at 2 pm at the administrative building located at 132 Main St., Palmyra, VA 22962. Further instructions to additional sites will be given at that time.
- B. Any Procurement and technical questions shall be directed to Cyndi Toler, Purchasing Officer at ctoler@fluvannacounty.org during the course of this solicitation.
- C. The Contractor shall be presumed to have made a reasonable inspection of the premises before the time of Proposal submission and shall be held responsible for all information available

through such inspections; and submission of a Proposal will be a consideration that the Contractor did make a site inspection and is aware of all conditions affecting performance and price(s) submitted.

6. SCOPE OF SERVICES

- A. The Contractor shall provide general full service preventative maintenance and repair services, including but not limited to customary repairs and maintenance, inspection, examination and lubrication, (“Fixed Price Services”) and shall also provide on-call repair services (“On-Call Services”) for the elevators, as more particularly specified herein. The work and services described in this RFP, including without limitation, the Fixed Price Services and the On-Call Services shall be collectively referred to as the “Services” herein.

- B. For any Services provided under this RFP the Offeror must adhere to the following minimum requirements:
 - i. Material and Workmanship:
 - a. The Contractor shall use materials and genuine parts of the same material and chemical composition, and manufactured by the company which furnished the elevators, or appliances or an equivalent substitute approved by the County.
 - b. No substitutions will be permitted except as approved by the County.
 - c. The Contractor shall have available at all times a sufficient supply of materials and parts, to be used when needed, for replacement of routine parts of the equipment.
 - d. All Services shall be performed by properly trained and competent licensed personnel and all Services shall be performed in a good workmanlike manner in accordance industry standards and applicable laws, regulations, codes, and rules. Helpers, assistants, and apprentices shall be supervised by a licensed mechanic.
 - e. All Services shall be performed by Offeror’s elevator mechanics licensed by the Commonwealth of Virginia. The mechanics shall have experience in the service and repair of elevators of the type listed herein. Evidence of experience and licensure shall be included in the proposal submitted under this RFP.

 - ii. Elevator Maintenance Standards: The Contractor shall perform all Services in accordance with the standards listed below:
 - a. Virginia Uniform Statewide Building Code;
 - b. American National Standards Institute/American Society of Mechanical Engineers (ANSI/ASME) Standards A17.1;
 - c. The County Code; and
 - d. Elevator manufacturer’s recommended procedures.

 - iii. Elevator Performance Standards: The following elevator performance levels shall be maintained at all times:
 - a. Contact speed and brake-to-brake flight time shall be maintained as originally installed and adjusted.
 - b. Leveling accuracy shall be maintained at all times.
 - c. Opening and closing times, door close torque of all cars hoistway doors shall at all times be maintained within the limits of ANSI A17.1 Code with a minimum of stand open time consistent with traffic.

- d. Door reversal on all elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe.
 - e. Adherence at all times to ANSI A17.1.
- iv. Damages: The Contractor shall repair and/or replace any damage done to any County property by their employees or resulting from Contractor's services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. The Contractor shall document any damages in the project area prior to commencing work. This written record shall be provided to the County prior to commencing work.
- v. Time for Service: The Contractor shall respond to the County's request for service within 24 hours of notification, except in cases of emergency where responses shall be as soon as possible. In the event of an elevator failure or malfunction, the Contractor shall provide on-call repair service within two (2) hours of receiving the call. Failure or malfunction of an elevator (stuck between floors with people on board) shall constitute an emergency, and the Contractor shall respond within one (1) hour of receiving the call.
- vi. Default and Termination: The following shall be events of default by the Contractor under any contract resulting from this RFP: (i) Failure to respond in the time specified in Section 6(B)(v); (ii) failure of the Contractor or its personnel to observe all regulations of the County; and (iii) Failure by the Contractor to cure a Breach, as defined below, within the applicable time limits defined below. Should the County determine in its sole discretion that that the Services are not being rendered consistent with this RFP or any resulting contract, or amendment thereto, (a "Breach") the Contractor shall be given ten (10) calendar days' notice to correct such Breach unless the Breach constitutes an immediate hazard, in which case immediate remedy is required. Upon the occurrence of an event of default by the Contractor, the County shall have the option, in its sole discretion, to terminate the contract and no further amounts of any kind shall be due and payable by the County to the Contractor and any over-payments or prepayments for services not fully completed shall be prorated and immediately returned to the County.
- vii. Permits: The Contractor shall be solely responsible for obtaining any necessary permits to perform any particular task.
- viii. Work Hours: The Contractor shall perform work during regular working hours, currently 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding observed holidays, except as may be approved in advance by the County.
- ix. Contractor's General Procedures
 - a. The Contractor shall schedule work with the County. A representative from the County may elect to accompany the Contractor to each site or otherwise provide access to all areas. Contractor shall check in and out with the County's representative in an approved manner.
 - b. The Contractor's representatives shall wear clothing (jackets or shirts) that identify the Contractor's company name. At a minimum, Contractor's representatives shall wear an identification badge, or patch with the Contractor

company name, employee name or a number identifying that employee, at all times while on the County premises. This identification shall be provided by the Contractor, at no cost to the County.

- c. If an elevator must be taken out of service to perform any work, the Contractor shall notify the County and shall place temporary signage to indicate the elevator is out of service.
 - d. The Contractor shall immediately report to the County any condition affecting safety or welfare.
 - e. When repairs are required, the Contractor shall submit, a written report clearly listing the defects found and the action recommended to the County.
- C. Services not Included in Fixed Price Services: The Fixed Prices Services shall not include maintenance or repair of car enclosure, which includes removable panels, door panels, plenum chambers, hung ceilings, car light tubes and bulbs, ballast's, hoistway gates, hoistway doors, frames, sills, plunger, cylinder and buried piping on hydraulic elevators. For the purpose of clarification, any item not specifically excluded shall be considered the Contractor's responsibility under the Fixed Price Services.
- D. FIXED PRICE SERVICES: All services provided under this Section 6(D) shall be included in the flat fee for Fixed price Services. The following provisions apply to the Fixed Price Services:
- i. It is the intent of this specification that the elevator equipment be maintained as originally specified, designed, manufactured, installed and adjusted except as modernized or improved pursuant to applicable codes and standards.
 - ii. Fixed Price Services shall include, but are not limited to, the following:
 - a. Schematics
 - I. The Contractor shall maintain a complete set of current, legible schematic wiring diagrams for each elevator in its machine room.
 - II. If any of the required schematic wiring diagrams is not available at the time the contract is awarded, it shall be the Contractor's responsibility to notify the County, who will obtain them within thirty days of notification if possible.
 - III. At the end of the contract term, all schematic wiring diagram shall remain the property of the County.
 - IV. The Contractor shall clearly mark any and all circuit and other changes by the Contractor on each applicable plan and wiring diagram.
 - b. Fixed Price Services include parts, cleaning, lubrication, repairs and adjustments to the elevators as more specifically described herein and excepting only those services specifically excluded shown in Section 6(C). The Contractor shall furnish all labor, tools, supplies, devices, instruments, parts and materials necessary or appropriate to regularly and systematically clean, examine, adjust, lubricate as required, and if conditions warrant, repair or replace any part or condition of the elevators which Services shall be completed on at least a **monthly** basis. This shall include, but not be limited to the following parts and conditions of the elevators,

- I. Machine, worm gear, thrust bearings, drive sheave, drive sheave bearings, brake pulley, brake coil, brake contact, brake linings and component parts.
 - II. Machine motor, motor generator, motor windings, rotating elements, commutator brushes, brush holders and bearing.
 - III. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, fuses, leads, dashpots, timing devices, computer devices, selector tape or wire and mechanical and electrical driving equipment.
 - IV. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
 - V. Hoistway door interlocks, bottom door guides and auxiliary door closing devices.
 - VI. Automatic power operated door operator, car door hanger, car door contact, door protective device(s), load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, car guide shoe including gibs or rollers.
- c. Keep car emergency light units in an operable condition at all times, test special emergency (fireman's) service and emergency power circuits, where provided in accordance with contract requirements. The County will replace fluorescent lamps in the cab, only. The Contractor shall maintain the electrical circuits and equipment serving the cab lights. Log fireman recall test monthly, neatly and legibly in a logbook retained in each elevator's equipment room.
 - d. Re-lamp elevator signal lights as necessary to include all hall call buttons and floor indicator lights both in the elevator car and in the hallway outside elevator entrances.
 - e. Examine all safety devices and governors (monthly) and conduct an **annual** no load safety test. The car balance shall be checked and the governor set. If required, the governor will be recalibrated and sealed for proper tripping speed.
 - f. Contractor shall, on a **quarterly** basis, clean Hoistway including all equipment located in or moving through the Hoistway, car top, car sling, safeties, appliances, pits, sills, door tracks and hangers.
 - g. Contractor shall **monthly** analyze the elevator for quality of ride and general condition. The Contractor, at no additional expense to the County, shall perform any repairs or adjustments necessary to complete a test.
 - h. The Contractor shall also conduct a full rated speed and load test if required by ANSI or code. Any load test shall be witnessed by the County's independent elevator inspector.
- E. ON CALL AS-NEEDED SERVICES: The Contractor shall provide all labor, supervision, equipment, tools, materials and incidentals required to complete and satisfactorily perform various elevator repair, maintenance, improvement, replacement or service projects as identified by the County from time to time ("On-Call Services") and which are not covered as Fixed Price Services.

- i. For any On-Call Services not considered Fixed Price Services, the Contractor shall provide the County with a written non-binding estimate of the promulgated work and receive written approval to proceed before initiating any work. At a minimum, the Contractor's non-binding estimate shall include an estimate of the number of labor hours needed for each defined grade of worker, start date and time of work, estimated completion date, estimated down-time of any elevator, detailed scope of work, parts list, estimated duration of time the Contractor is occupying the job site and the materials required for the work. The Contractor shall not charge the County for their time to inspect the work site and to develop the written non-binding estimate. The Contractor's time expended for the site inspection and development of a non-binding estimate shall not be billable
- ii. Upon approval of the Contractor's estimate and notification of this approval by the County, the Contractor shall begin work within twenty-four (24) hours of the notification.
- iii. The Contractor shall be responsible for providing quality services in accordance with industry standards, plans, directions and instruction as provided by the County's representative for each task.
- iv. Time charged to a task shall ONLY be for the actual time spent on the job site. Travel time, break time, meal time, meals, and overhead costs shall not be billable for any task and included within the Contractor's loaded hourly rate.
- v. Invoices for materials provided by the Contractor shall be solely limited to the actual invoice cost for the materials or equipment provided by the Contractor and used for the task plus a set percentage to be included in bid.
- vi. Upon completion, the Contractor shall provide a clear and legible copy of an invoice showing all work performed, indicating the time of arrival and departure at the County facility for each employee performing services, retaining copies of any material or equipment invoices that denote the Contractor's cost, the county reserves the right to request copies as it deems necessary. The Contractor shall contact the County's representative at the completion of work in order to verify the time allotted to the service.
- vii. On Call Services shall be charged on a time and materials basis.
- viii. The County reserves the right to make or obtain other repair estimates prior to authorizing the Contractor to proceed. Nothing herein shall require the County to use the Contractor for any On-Call Services.
- ix. An independent third party will be tasked with required 6 and 12 month elevator inspections.

F. No Construction Services: The Services included in the Scope of Work of this RFP shall not include "construction" services as such are defined under the Virginia Public Procurement Act, see Virginia Code 2.2-4300 et seq.

7. Proposal Format

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.

- B. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- C. **Cover Letter** - Provide a cover letter cover letter that confirms the Offeror's understanding of this Request for Proposal and a general understanding of the Project.
- D. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
- i. Designate a Project/Account Manager and indicate office location.
 - ii. Include the organization chart, functional discipline, and responsibilities of team members.
- E. **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- F. **Demonstrated History of Successful Project** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents.
- iii. The personnel named in the proposal shall remain assigned throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.
- G. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- H. **Project Approach** - Offeror's Project and Management Approach:
- iv. The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach. The Offeror should discuss in detail the proposed management approach.
- I. **Representative Projects**:
- v. This section of the Offeror's Proposal should list and describe representative clients currently served. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- J. **Cost and Effective Cost Control** – Cost for Services, Demonstrated history of effective control of costs and ability to accomplish work in a timely manner:
- vi. **Indicate the Flat fee for Fixed Price Services and whether such is payable monthly, quarterly, or annually.**

- vii. **Indicate the hourly rates for On-Call services.**
- viii. **Indicate any pricing information relevant to parts required for On-Call Services (ie. %markup on parts).**
 - ix. Describe the Offeror's cost control methodology
 - x. Describe the approach for reducing Project costs
 - xi. Describe the documentation, tracking and reporting system
 - xii. Describe the program for quality control.

K. References: Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

8. Submittal Instructions

- A. Each Offeror shall submit one (1) original and four (4) copies of its proposal.
- B. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- C. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- D. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.
- E. Offerors shall submit estimated man-hours or cost for services with their proposals. Cost will be considered in evaluating the Proposals.

9. EVALUATION CRITERIA

- A. All Offers received shall be evaluated based upon the evaluation criteria listed below.
 - i. Price/Cost **(25 pts.)**
 - ii. Offeror(s) Qualifications and Experience, Resumes **(30 pts.)**
 - iii. Representative contracts and Approach **(10 pts.)**
 - iv. Proximity and availability to Fluvanna County **(20 pts.)**
 - v. References and Successful Projects **(15 pts.)**
- B. The County may arrange for discussions with Offerors submitting Offers for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the

evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Offer.

10. AWARD OF CONTRACT

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County.

The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia. The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, become part of any contract awarded between the County and the successful Offeror(s).

All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County or authorized representative.

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified

prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.

- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of

the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

- 4. COMPETITION INTENDED:** It is the County’s intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder’s responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against “faith-based organizations”, being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
- 6. CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder’s return address is shown on the container;

- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair

competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB;

excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation Amount required by Virginia law		

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

41. SEVERABILITY: If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated

percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous

places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in

effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor’s own work or to the work of other contractors, for which the Contractor’s workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of

the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection

of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the “Ship To” address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the “County” that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:
 Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
 _____ Years _____ Months

4. Vendor Information:
 FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.
 Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PRICING SCHEDULE BID FORM FOR FLUVANNA COUNTY

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Fluvanna County Elevators: Fixed Price Services shall be a flat rate of:

- A. Courthouse (2 two-stop hydro) \$_____ per _____.
- B. Administration Building (1 three-stop hydro) \$_____ per _____.
- C. Social Services/Performing Arts(1 two-stop hydro) \$_____ per _____.
- D. Pleasant Grove Museum (1 two-stop MRL) \$_____ per _____.

On Call Services shall be charged on an hourly basis at the following rates: *[insert rate schedule and detailed billing policies, including increments billed, minimum time billed, etc.]*. Please include percent upcharge for materials and equipment. Additional sheets may be attached if necessary.

By

Signature

Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PRICING SCHEDULE BID FORM FOR FLUVANNA COUNTY SCHOOL BOARD

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Fluvanna County School Board Elevators and Chair Lift: Fixed Price Services shall be a flat rate of:

- E. Central Elementary (1) \$_____ per _____.
- F. Fluvanna County Middle School (2) \$_____ per _____.
- G. Fluvanna County High School (1) \$_____ per _____.

Chair Lifts

- H. Central Elementary (1) \$_____ per _____.

On Call Services shall be charged on an hourly basis at the following rates: [insert rate schedule and detailed billing policies, including increments billed, minimum time billed, etc.]. Please include percent upcharge for materials and equipment. Additional sheets may be attached if necessary.

By

Signature

Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A.____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B.____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C.____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20_____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____(year) by _____ (Print Name), _____ (Print Title) on behalf of _____ (Name of Entity).

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____(year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)
Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____(year) by _____ (Print Name),
_____(Print Title) on behalf of _____ (Name of Entity).

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)
Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____(year) by _____ (Print Name), a sole proprietor.
[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID

PRIORITY ELEVATOR

Telephone: (804) 643-5306

Fax: (804) 643-0182

P.O. BOX 665
RICHMOND, VA 23218

April 26, 2016

Cyndi Toler
Purchasing Officer
County of Fluvanna
Finance Department
132 Main Street
Palmyra, VA 22963

RE: Elevator Maintenance and Repair Services
RFP#: 2016-05

Ms. Toler,

Thank you for the opportunity to submit a proposal for elevator maintenance and repair services for the County of Fluvanna.

Priority Elevator is a locally owned and operated elevator company servicing central Virginia. As an independent elevator company, we can provide our customers with the best service possible. No mandated maintenance levels or frequency factored by some corporate formula are used. We spend the time necessary on a monthly basis to correct any issues before they cause a service interruption. All decisions are made locally and the owners of the company are available at any time to discuss any needs or concerns.

Our impressive list of clients and customers speak to the level of service we provide.

All of our technicians are considered to be the best in the industry and have been factory trained on all elevator equipment including the type of equipment referenced in this proposal. As we provide service for clients such as Dominion Power and Fort Lee, all of our technicians have passed high level background checks. We are very proud of the staff we employ.

Priority Elevator strongly believes in monthly visits to our customers. Not only does this ensure that we are protecting the investment you have made in your equipment, it is the only way to keep your elevators in compliance with code requirements. Safe, reliable, efficient and code compliant are the benchmarks of the service we will provide you.

Again, thank you for considering Priority Elevator.

Sincerely,



Chuck Bailey
Vice President

PRIORITY ELEVATOR

Telephone: (804) 643-5306

Fax: (804) 643-0182

P.O. BOX 665
RICHMOND, VA 23218

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Elevator Maintenance and Repair Services
April 26, 2016**

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**REQUEST FOR PROPOSALS
ELEVATOR MAINTENANCE & REPAIR SERVICES**

Issue Date: April 5, 2016

Due Date: April 26, 2016

Time: 2:00 P.M.

RFP Number: 2016 – 05

Issuing Department: County of Fluvanna
Finance Department
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Procurement Contact: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

Technical Inquiries: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

The Fluvanna County Board of Supervisors is seeking sealed competitive Offers from qualified Contractors for Elevator Maintenance and Repair Services. The purpose and intent of this Request for Proposal (RFP) is to establish a fixed price contract with a qualified Contractor to provide general elevator maintenance and repair Services and also additional as-needed on-call elevator services as more specifically described herein.

The Contractor shall have the necessary expertise to perform such services as described within this solicitation.

Sealed Offers will be received until 2:00 p.m. on the 26th day of April, 2016 for furnishing the services described herein.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 1st floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannacounty.org/services/finance/procurement/solicitations>. All Offers that are delivered via mail must be addressed to the "Issuing Department" listed above. Any Offers that are hand delivered must be turned into the "Issuing Department" listed above. Any Offers that are turned in late will be rejected and returned unopened. Any Offers sent in via facsimile, telephone, or email shall not be considered.

1. PURPOSE

The Fluvanna County Board of Supervisors (the "County") is seeking competitively sealed Proposals from qualified Contractors for fixed price contract Elevator Maintenance and Repair Services as well and additional as-needed on-call services, as specified herein, for its elevators. The initial term of the Contract shall be for one (1) year, with the option to renew for four (4) additional one-year terms at the County's sole direction.

2. COOPERATIVE PROCUREMENT

Pursuant to Section 60 of the County's General Terms Conditions and Instructions to Offerors and Contractors, attached hereto and incorporated herein, this Request for Proposals ("RFP") is being conducted under Section 2.2-4304 of the Code of Virginia. Specifically and without limitation, the Fluvanna County Public School Board (the "Schools") may choose to purchase services off the contract resulting from this RFP. Any offers are to include a separate fixed price contract fee for Elevator Maintenance and Repair Services for the Fluvanna County School Board's elevators shown in Section 4. Any such contract shall be by separate agreement between the Fluvanna County School Board or other public body. Nothing herein shall make the County a party to such contracts and the County has no liability whatsoever related to such contracts.

3. FLUVANNA COUNTY ELEVATORS

- A. Fluvanna County Courthouse (2 two-stop hydro)
- B. Fluvanna County Administration Building (1 three-stop hydro)
- C. Fluvanna County Social Services/Performing Arts Center (1 two-stop hydro)
- D. Pleasant Grove Transportation Museum (1 two-stop MRL)

4. FLUVANNA COUNTY SCHOOL ELEVATORS AND CHAIR LIFT

If the Fluvanna County Public School Board elects to use the resulting contract, then the following facilities may also be eligible for services. Please price these separately from county elevators:

- A. Central Elementary (1) Dover Passenger (Hydraulic) SN E08278
- B. Fluvanna County Middle School (2) #1 Dover Passenger (Hydraulic) SN E46595; #2 Otis Passenger (Hydraulic) Model AAA212414 SN 1457031-4
- C. Fluvanna County High School (1) ThyssenKrupp Model TAC 20 5000lb Rated

Chair Lifts

- D. Central Elementary (1) National Wheel-O-Vator Co. Screw Drive Model BC42 SN 141302-1

5. MANDATORY PRE-BID CONFERENCE AND QUESTIONS

- A. A mandatory pre-bid conference will be held April 12, 2016 where the Offerors will be allowed to inspect all of the elevator and chair lift sites to analyze the current environment and collect further data in determination of their ability to perform the services required. Beginning promptly at 2 pm at the administrative building located at 132 Main St., Palmyra, VA 22962. Further instructions to additional sites will be given at that time.
- B. Any Procurement and technical questions shall be directed to Cyndi Toler, Purchasing Officer at ctoler@fluvannacounty.org during the course of this solicitation.
- C. The Contractor shall be presumed to have made a reasonable inspection of the premises before the time of Proposal submission and shall be held responsible for all information available

through such inspections; and submission of a Proposal will be a consideration that the Contractor did make a site inspection and is aware of all conditions affecting performance and price(s) submitted.

6. SCOPE OF SERVICES

- A. The Contractor shall provide general full service preventative maintenance and repair services, including but not limited to customary repairs and maintenance, inspection, examination and lubrication, (“Fixed Price Services”) and shall also provide on-call repair services (“On-Call Services”) for the elevators, as more particularly specified herein. The work and services described in this RFP, including without limitation, the Fixed Price Services and the On-Call Services shall be collectively referred to as the “Services” herein.
- B. For any Services provided under this RFP the Offeror must adhere to the following minimum requirements:
- i. **Material and Workmanship:**
 - a. The Contractor shall use materials and genuine parts of the same material and chemical composition, and manufactured by the company which furnished the elevators, or appliances or an equivalent substitute approved by the County.
 - b. No substitutions will be permitted except as approved by the County.
 - c. The Contractor shall have available at all times a sufficient supply of materials and parts, to be used when needed, for replacement of routine parts of the equipment.
 - d. All Services shall be performed by properly trained and competent licensed personnel and all Services shall be performed in a good workmanlike manner in accordance industry standards and applicable laws, regulations, codes, and rules. Helpers, assistants, and apprentices shall be supervised by a licensed mechanic.
 - e. All Services shall be performed by Offeror’s elevator mechanics licensed by the Commonwealth of Virginia. The mechanics shall have experience in the service and repair of elevators of the type listed herein. Evidence of experience and licensure shall be included in the proposal submitted under this RFP.
 - ii. **Elevator Maintenance Standards:** The Contractor shall perform all Services in accordance with the standards listed below:
 - a. Virginia Uniform Statewide Building Code;
 - b. American National Standards Institute/American Society of Mechanical Engineers (ANSI/ASME) Standards A17.1;
 - c. The County Code; and
 - d. Elevator manufacturer’s recommended procedures.
 - iii. **Elevator Performance Standards:** The following elevator performance levels shall be maintained at all times:
 - a. Contact speed and brake-to-brake flight time shall be maintained as originally installed and adjusted.
 - b. Leveling accuracy shall be maintained at all times.
 - c. Opening and closing times, door close torque of all cars hoistway doors shall at all times be maintained within the limits of ANSI A17.1 Code with a minimum of stand open time consistent with traffic.

- d. Door reversal on all elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe.
 - e. Adherence at all times to ANSI A17.1.
- iv. Damages: The Contractor shall repair and/or replace any damage done to any County property by their employees or resulting from Contractor's services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. The Contractor shall document any damages in the project area prior to commencing work. This written record shall be provided to the County prior to commencing work.
- v. Time for Service: The Contractor shall respond to the County's request for service within 24 hours of notification, except in cases of emergency where responses shall be as soon as possible. In the event of an elevator failure or malfunction, the Contractor shall provide on-call repair service within two (2) hours of receiving the call. Failure or malfunction of an elevator (stuck between floors with people on board) shall constitute an emergency, and the Contractor shall respond within one (1) hour of receiving the call.
- vi. Default and Termination: The following shall be events of default by the Contractor under any contract resulting from this RFP: (i) Failure to respond in the time specified in Section 6(B)(v); (ii) failure of the Contractor or its personnel to observe all regulations of the County; and (iii) Failure by the Contractor to cure a Breach, as defined below, within the applicable time limits defined below. Should the County determine in its sole discretion that that the Services are not being rendered consistent with this RFP or any resulting contract, or amendment thereto, (a "Breach") the Contractor shall be given ten (10) calendar days' notice to correct such Breach unless the Breach constitutes an immediate hazard, in which case immediate remedy is required. Upon the occurrence of an event of default by the Contractor, the County shall have the option, in its sole discretion, to terminate the contract and no further amounts of any kind shall be due and payable by the County to the Contractor and any over-payments or prepayments for services not fully completed shall be prorated and immediately returned to the County.
- vii. Permits: The Contractor shall be solely responsible for obtaining any necessary permits to perform any particular task.
- viii. Work Hours: The Contractor shall perform work during regular working hours, currently 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding observed holidays, except as may be approved in advance by the County.
- ix. Contractor's General Procedures
 - a. The Contractor shall schedule work with the County. A representative from the County may elect to accompany the Contractor to each site or otherwise provide access to all areas. Contractor shall check in and out with the County's representative in an approved manner.
 - b. The Contractor's representatives shall wear clothing (jackets or shirts) that identify the Contractor's company name. At a minimum, Contractor's representatives shall wear an identification badge, or patch with the Contractor

company name, employee name or a number identifying that employee, at all times while on the County premises. This identification shall be provided by the Contractor, at no cost to the County.

- c. If an elevator must be taken out of service to perform any work, the Contractor shall notify the County and shall place temporary signage to indicate the elevator is out of service.
 - d. The Contractor shall immediately report to the County any condition affecting safety or welfare.
 - e. When repairs are required, the Contractor shall submit, a written report clearly listing the defects found and the action recommended to the County.
- C. Services not Included in Fixed Price Services: The Fixed Prices Services shall not include maintenance or repair of car enclosure, which includes removable panels, door panels, plenum chambers, hung ceilings, car light tubes and bulbs, ballast's, hoistway gates, hoistway doors, frames, sills, plunger, cylinder and buried piping on hydraulic elevators. For the purpose of clarification, any item not specifically excluded shall be considered the Contractor's responsibility under the Fixed Price Services.
- D. FIXED PRICE SERVICES: All services provided under this Section 6(D) shall be included in the flat fee for Fixed price Services. The following provisions apply to the Fixed Price Services:
- i. It is the intent of this specification that the elevator equipment be maintained as originally specified, designed, manufactured, installed and adjusted except as modernized or improved pursuant to applicable codes and standards.
 - ii. Fixed Price Services shall include, but are not limited to, the following:
 - a. Schematics
 - I. The Contractor shall maintain a complete set of current, legible schematic wiring diagrams for each elevator in its machine room.
 - II. If any of the required schematic wiring diagrams is not available at the time the contract is awarded, it shall be the Contractor's responsibility to notify the County, who will obtain them within thirty days of notification if possible.
 - III. At the end of the contract term, all schematic wiring diagram shall remain the property of the County.
 - IV. The Contractor shall clearly mark any and all circuit and other changes by the Contractor on each applicable plan and wiring diagram.
 - b. Fixed Price Services include parts, cleaning, lubrication, repairs and adjustments to the elevators as more specifically described herein and excepting only those services specifically excluded shown in Section 6(C). The Contractor shall furnish all labor, tools, supplies, devices, instruments, parts and materials necessary or appropriate to regularly and systematically clean, examine, adjust, lubricate as required, and if conditions warrant, repair or replace any part or condition of the elevators which Services shall be completed on at least a **monthly** basis. This shall include, but not be limited to the following parts and conditions of the elevators,

- I. Machine, worm gear, thrust bearings, drive sheave, drive sheave bearings, brake pulley, brake coil, brake contact, brake linings and component parts.
 - II. Machine motor, motor generator, motor windings, rotating elements, commutator brushes, brush holders and bearing.
 - III. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, fuses, leads, dashpots, timing devices, computer devices, selector tape or wire and mechanical and electrical driving equipment.
 - IV. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
 - V. Hoistway door interlocks, bottom door guides and auxiliary door closing devices.
 - VI. Automatic power operated door operator, car door hanger, car door contact, door protective device(s), load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, car guide shoe including gibs or rollers.
- c. Keep car emergency light units in an operable condition at all times, test special emergency (fireman's) service and emergency power circuits, where provided in accordance with contract requirements. The County will replace fluorescent lamps in the cab, only. The Contractor shall maintain the electrical circuits and equipment serving the cab lights. Log fireman recall test monthly, neatly and legibly in a logbook retained in each elevator's equipment room.
 - d. Re-lamp elevator signal lights as necessary to include all hall call buttons and floor indicator lights both in the elevator car and in the hallway outside elevator entrances.
 - e. Examine all safety devices and governors (monthly) and conduct an **annual** no load safety test. The car balance shall be checked and the governor set. If required, the governor will be recalibrated and sealed for proper tripping speed.
 - f. Contractor shall, on a **quarterly** basis, clean Hoistway including all equipment located in or moving through the Hoistway, car top, car sling, safeties, appliances, pits, sills, door tracks and hangers.
 - g. Contractor shall **monthly** analyze the elevator for quality of ride and general condition. The Contractor, at no additional expense to the County, shall perform any repairs or adjustments necessary to complete a test.
 - h. The Contractor shall also conduct a full rated speed and load test if required by ANSI or code. Any load test shall be witnessed by the County's independent elevator inspector.
- E. ON CALL AS-NEEDED SERVICES: The Contractor shall provide all labor, supervision, equipment, tools, materials and incidentals required to complete and satisfactorily perform various elevator repair, maintenance, improvement, replacement or service projects as identified by the County from time to time ("On-Call Services") and which are not covered as Fixed Price Services.

- i. For any On-Call Services not considered Fixed Price Services, the Contractor shall provide the County with a written non-binding estimate of the promulgated work and receive written approval to proceed before initiating any work. At a minimum, the Contractor's non-binding estimate shall include an estimate of the number of labor hours needed for each defined grade of worker, start date and time of work, estimated completion date, estimated down-time of any elevator, detailed scope of work, parts list, estimated duration of time the Contractor is occupying the job site and the materials required for the work. The Contractor shall not charge the County for their time to inspect the work site and to develop the written non-binding estimate. The Contractor's time expended for the site inspection and development of a non-binding estimate shall not be billable.
- ii. Upon approval of the Contractor's estimate and notification of this approval by the County, the Contractor shall begin work within twenty-four (24) hours of the notification.
- iii. The Contractor shall be responsible for providing quality services in accordance with industry standards, plans, directions and instruction as provided by the County's representative for each task.
- iv. Time charged to a task shall ONLY be for the actual time spent on the job site. Travel time, break time, meal time, meals, and overhead costs shall not be billable for any task and included within the Contractor's loaded hourly rate.
- v. Invoices for materials provided by the Contractor shall be solely limited to the actual invoice cost for the materials or equipment provided by the Contractor and used for the task plus a set percentage to be included in bid.
- vi. Upon completion, the Contractor shall provide a clear and legible copy of an invoice showing all work performed, indicating the time or arrival and departure at the County facility for each employee performing services, retaining copies of any material or equipment invoices that denote the Contractor's cost, the county reserves the right to request copies as it deems necessary. The Contractor shall contact the County's representative at the completion of work in order to verify the time allotted to the service.
- vii. On Call Services shall be charged on a time and materials basis.
- viii. The County reserves the right to make or obtain other repair estimates prior to authorizing the Contractor to proceed. Nothing herein shall require the County to use the Contractor for any On-Call Services.
- ix. An independent third party will be tasked with required 6 and 12 month elevator inspections.

F. No Construction Services: The Services included in the Scope of Work of this RFP shall not include "construction" services as such are defined under the Virginia Public Procurement Act, see Virginia Code 2.2-4300 et seq.

7. Proposal Format

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.

- B. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- C. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal and a general understanding of the Project.
- D. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
- i. Designate a Project/Account Manager and indicate office location.
 - ii. Include the organization chart, functional discipline, and responsibilities of team members.
- E. **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- F. **Demonstrated History of Successful Project** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents.
- iii. The personnel named in the proposal shall remain assigned throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.
- G. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- H. **Project Approach** - Offeror's Project and Management Approach:
- iv. The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach. The Offeror should discuss in detail the proposed management approach.
- I. **Representative Projects**:
- v. This section of the Offeror's Proposal should list and describe representative clients currently served. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- J. **Cost and Effective Cost Control** – Cost for Services, Demonstrated history of effective control of costs and ability to accomplish work in a timely manner:
- vi. **Indicate the Flat fee for Fixed Price Services and whether such is payable monthly, quarterly, or annually.**

- vii. **Indicate the hourly rates for On-Call services.**
- viii. **Indicate any pricing information relevant to parts required for On-Call Services (ie. %markup on parts).**
 - ix. Describe the Offeror's cost control methodology
 - x. Describe the approach for reducing Project costs
 - xi. Describe the documentation, tracking and reporting system
 - xii. Describe the program for quality control.

K. References: Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

8. Submittal Instructions

- A. Each Offeror shall submit one (1) original and four (4) copies of its proposal.
- B. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- C. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- D. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.
- E. Offerors shall submit estimated man-hours or cost for services with their proposals. Cost will be considered in evaluating the Proposals.

9. EVALUATION CRITERIA

- A. All Offers received shall be evaluated based upon the evaluation criteria listed below.
 - i. Price/Cost **(25 pts.)**
 - ii. Offeror(s) Qualifications and Experience, Resumes **(30 pts.)**
 - iii. Representative contracts and Approach **(10 pts.)**
 - iv. Proximity and availability to Fluvanna County **(20 pts.)**
 - v. References and Successful Projects **(15 pts.)**
- B. The County may arrange for discussions with Offerors submitting Offers for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the

evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Offer.

10. AWARD OF CONTRACT

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County.

The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia. The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, become part of any contract awarded between the County and the successful Offeror(s).

All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County or authorized representative.

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified

prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.

- b. Bidder/Offendor/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offendor” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of

the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. **Solicitation:** The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

- p. **State:** The Commonwealth of Virginia.

- 3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;

- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
15. **RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair

competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB;

excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant to Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
 - c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
 - d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

41. SEVERABILITY: If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated

percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous

places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unorderd balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in

effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor’s own work or to the work of other contractors, for which the Contractor’s workers are responsible;
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of

the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection

of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

 - a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: Chuck Bailey, Vice President Phone: 804-643-5306

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

32 Years 7 Months

4. Vendor Information:

FIN or FEI Number: 54-1334476 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

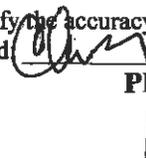
Company: Brandywine Realty Trust	Contact: Jeff Sigmon
Phone: (804) 521-1872	Email: brandywine@avidbill.com
Dates of Service: Beginning 7/1/12 to Present	\$\$ Value: \$8,245.00 Monthly

Company: Chesterfield County Public Schools	Contact: Jim Eyerly
Phone: (804) 751-4407	Email: james_eyerly@ccpsnet.net
Dates of Service: Beginning 7/1/15 to Present	\$\$ Value: \$2,266.61 Monthly

Company: Dominion Virginia Power	Contact: Ms. M. Stuart Hanckel
Phone: (804) 771-3754	Email: m.stuart.hanckel@dom.com
Dates of Service: Beginning 12/1/14 to Present	\$\$ Value: \$24,012.39 Monthly

Company: University of Richmond	Contact: George Souleret
Phone: (804) 289-8604	Email: gsoulere@richmond.edu
Dates of Service: Beginning 12/1/14 to Present	\$\$ Value: \$1,272.05 Monthly

I certify the accuracy of this information.

Signed:  Chuck Bailey Title: Vice President Date: 4/26/16

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PRICING SCHEDULE BID FORM FOR FLUVANNA COUNTY SCHOOL BOARD

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Fluvanna County School Board Elevators and Chair Lift: Fixed Price Services shall be a flat rate of:

- E. Central Elementary (1) \$ 115 per Month.
- F. Fluvanna County Middle School (2) \$ 230 per Month.
- G. Fluvanna County High School (1) \$ 115 per Month.

Chair Lifts

- H. Central Elementary (1) \$ 85 per Month.

On Call Services shall be charged on an hourly basis at the following rates: [insert rate schedule and detailed billing policies, including increments billed, minimum time billed, etc.]. Parts billed at cost with no markup. Additional sheets may be attached if necessary.

Straight time Technician \$195.00 per hour

Overtime Technician \$229.00 Per Hour (no Minimum)

CHUCK BAILEY

By



Signature

V.P.

Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PRICING SCHEDULE BID FORM FOR FLUVANNA COUNTY

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Fluvanna County Elevators: Fixed Price Services shall be a flat rate of:

- A. Courthouse (2 two-stop hydro) \$ 230 per Month _____.
- B. Administration Building (1 three-stop hydro) \$ 115 per Month _____.
- C. Social Services/Performing Arts(1 two-stop hydro) \$ 115 per Month _____.
- D. Pleasant Grove Museum (1 two-stop MRL) \$ 115 per Month _____.

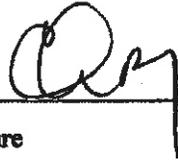
On Call Services shall be charged on an hourly basis at the following rates: *[insert rate schedule and detailed billing policies, including increments billed, minimum time billed, etc.]*. Parts billed at cost with no markup. Additional sheets may be attached if necessary.

Straight time Technician \$195.00 per hour

Overtime Technician \$229.00 Per Hour (no Minimum)

Charles BAKER

By



Signature

VP

Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 0273890-4.

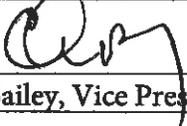
B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) W & H Resources, Inc. dba Priority Elevator

Legal Name of Offeror/Bidder W & H Resources, Inc. dba Priority Elevator

Date 4/26/16

Authorized Signature 

Print or Type Name and Title Chuck Bailey, Vice President

PLEASE RETURN THIS PAGE WITH BID SUBMISSION -- [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of W & H Resources, Inc. dba Priority Elevator, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 26th day of April, 2016.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: W & H Resources, Inc. dba Priority Elevator

By: _____ (SEAL)

Signature

Print Name: Chuck Bailey

Print Title: Vice President

STATE OF Virginia

COUNTY/CITY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 22 day of April (month), 2016 (year) by Chuck Bailey (Print Name), Vice President (Print Title) on behalf of W&H Resources dba Priority Elevator (Name of Entity).

Josie Maria Greene
Notary Public

[SEAL]



My commission expires: May 31, 2016

Notary registration number: 347619

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), ____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: W & H Resources, Inc. dba Priority Elevator

By: _____ (SEAL)

Signature

Print Name: Chuck Bailey

Print Title: Vice President

STATE OF Virginia

COUNTY/CITY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 22 day of April (month), 2016 (year) by Chuck Bailey (Print Name), Vice President (Print Title) on behalf of W & H Resources dba Priority Elevator (Name of Entity).

Josie Maria Greene
Notary Public

[SEAL]



My commission expires: May 31, 2016

Notary registration number: 347619

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public

[SEAL]

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID

PRIORITY ELEVATOR

Telephone: (804) 643-5306

Fax: (804) 643-0182

P.O. BOX 665
RICHMOND, VA 23218

April 26, 2016

Cyndi Toler
Purchasing Officer
County of Fluvanna
Finance Department
132 Main Street
Palmyra, VA 22963

Re: RFP#: 2016-05

Attached is our proposal response for RFP #2016-05 to provide full Elevator Maintenance and Repair Services for the County of Fluvanna.

Proposal Format

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror and equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- B. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- C. **Cover Letter** – Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal and a general understanding of the Project.

Priority Elevator's Cover Letter is included in our Request for Proposal package.

- D. **Overview** – The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
 - i. Designate a Project/Account Manager and indicate office location.
 - ii. Include the organization chart, functional discipline, and responsibilities of team members.

We have been providing elevator services throughout Central Virginia since 1982, as Wingfield & Hundley, and now as Priority Elevator. Throughout this period, the services Priority Elevator has provided to its customers range from preventative maintenance and repair, to elevator installation, and modernization. The clients we

Request for Proposal
RFP#: 2016-05
April 26, 2016
Priority Elevator

have provided these services to are, but not limited to University of Virginia, University of Richmond, Brandywine Realty Trust, Fort Lee, Science Museum of Virginia, and Dominion Virginia Power.

We also have notable experience within our ownership. Stephen C. Burnett has over 44 years' experience in the elevator industry. Throughout this time, he has been an elevator mechanic, advancing to the level of foreman, to being the former owner of Wingfield & Hundley Elevator Company. Mr. Burnett is the owner of W & H Resources/Priority Elevator, where he oversees and manages the daily operations of Priority Elevator.

William L. Amiss, President and co-owner, has been in the elevator industry for over 29 years. Throughout this time, he has advanced from elevator mechanic, to Elevator Maintenance Foreman of Wingfield & Hundley. He then continued with Otis Elevator, after the sale of Wingfield & Hundley. While with Otis, Mr. Amiss began as the local Maintenance and Repair supervisor, he then went on to become the local Field Maintenance Foreman and Lead Troubleshooter. Mr. Amiss is now the President and co-owner of Priority Elevator, managing, organizing and ensuring the highest quality in our field operations.

Priority Elevators' Vice President Chuck Bailey has 34 years in the elevator industry. He began his career as an Elevator Technician. He previously served as Senior Vice President of Virginia Elevator and Branch Manager of Kone Elevator before coming to Priority Elevator in 2015. He has experience in all facets of the elevator industry and is a proud alumni of Virginia Commonwealth University, the Class of 1982.

The management staff of Priority Elevator's Richmond office consists of over 180 combined years of technical, design, engineering, construction, maintenance, service, modernization and administrative experience. Our field employees have combined experience in excess of 250 years.

- i. Chuck Bailey will be assigned as the Account Manager for the County of Fluvanna contract. He works out of our Richmond Office.
- ii. Team Members for the County of Fluvanna contract are as follows:
 - Chuck Bailey: Account Manager
 - Josie Greene: Service Coordinator
 - Schedules all service work
 - Schedules testing and inspections
 - Susan Satterwhite: Account Representative
 - Accounts Payable
 - All Billing
 - Charlie Bibb: Route Technician

See Attachment A for Priority Elevator's Company Profile information

- E. Resumes** – Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.

Request for Proposal
RFP#: 2016-05
April 26, 2016
Priority Elevator

Priority Elevator NEIEP and DPOR certified technicians will provide the standard maintenance, callback and repair services of the County of Fluvanna during normal working hours. If that elevator mechanic needs to leave they will be replaced with another qualified elevator mechanic. Priority Elevator will first have this approved by the County of Fluvanna.

Priority Elevator will ONLY have qualified elevator mechanics present during the performance of any work under the contract. No temporary mechanics shall be permitted to work in place of a mechanic.

See Attachment B for Priority Elevator's Resume information.

- F. Demonstrated History of Successful Project** – Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents.
- iii. The personnel named in the proposal shall remain assigned throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without and additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.

Priority Elevator has numerous service contracts with Federal Government, State Government, Local Government, Schools, Universities and Private Entities. Our approach has been to partner with our clients to provide the best service possible. We have excellent communication skills and have never received a complaint about our service, our staff or our approach.

- G. Proposed Sub Consultants** – The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).

Priority Elevator does not propose to subcontract any of the work herein.

- H. Project Approach** – Offeror's Project and Management Approach:
- iv. The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach. The Offeror should discuss in detail the proposed management approach.
- Priority Elevator proposes to provide full maintenance services, repairs and replacements. Our technicians have extensive experience on the specific types of equipment located at your facilities. Priority Elevator's maintenance and service technicians are familiar with all of the types of equipment, gearless, geared and hydraulic, and additionally with dumbwaiters and wheelchair lifts.

Priority Elevator proposes to use parts necessary to keep the elevators in continuous use at their initial performance ability (same speed, capacity, safety, and efficiency) as originally specified by the original equipment manufacturer (OEM). All adjustments

Request for Proposal
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April 26, 2016
Priority Elevator

and repairs shall be in compliance with the current editions of ANSI/ASME A17.1, A17.2, A17.5, A117.1, NEII standards, and NEC.

Should entrapments/emergency calls occur during normal working hours of the elevator industry our telephones are answered by permanent staff members of Priority Elevator.

After normal hours, all service calls are routed through Hello, Inc., a local telephone answering service which has been servicing Central Virginia for over 40 years. We have equipped Hello, Inc. with necessary information, as well as a list of on-call contacts that will be able to assist you. We know that every client is important, and we feel that means they deserve to talk to a person every time they call, and not a prerecorded machine. Priority Elevator will provide afterhours emergency service calls within one (1) hour or less per contract requirements.

Priority Elevator recognizes the importance of vertical transportation to the County of Fluvanna. We look at three main components of elevator service:

- (1) **Safety** – Priority Elevator is dedicated to keeping our customer's elevators safe for public use. All of our Technicians are authorized to remove an elevator from service if the equipment is not operating properly. Priority Elevator has a responsibility to our clients for their safety every time someone rides an elevator that we maintain.
- (2) **Reliability** – Priority Elevators tasked based maintenance program ensures that all components of the elevator get the proper attention throughout our maintenance cycle. We keep numerous spare parts on our company vehicles to facilitate repair and limit down time.
- (3) **Compliance** – Priority Elevator manages, schedules and performs all tests and inspections in accordance with the jurisdictional authorities' requirements. Check charts, oil charts and fire service testing are documented per code. All safety tests are performed, documented and submitted on schedule.

I. Representative Projects:

- v. This section of the Offeror's Proposal should list and describe representative clients currently served. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.

Brandywine Realty Trust

300 Arboretum Place, Suite 300

Richmond, VA 23236

Jeff Sigmon

Phone: (804) 521-1872

Fax: (804) 521-1821

Email: brandywine@avidbill.com

Scope of Services: Maintenance and Repair

Request for Proposal
RFP#: 2016-05
April 26, 2016
Priority Elevator

Chesterfield County Public Schools
9900 Krause Road
Chesterfield, VA 23832
Jim Eyerly
Phone: (804) 751-4407
Email: james_eyerly@ccpsnet.net
Scope of Services: Maintenance and Repair

University of Richmond
27 Westhampton Way
Richmond, VA 23173
George Souleret
Phone: (804) 289-8604
Fax: (804) 289-8414
Email: gsoulere@richmond.edu
Location: Tyler Haynes – 28 Westhampton Way, Richmond
Scope of Services: Modernization, Maintenance and Service

See Attachment D for a list of Priority Elevator's References.

- J. **Cost and Effective Cost Control** – Cost for Services, demonstrated history of effective control of costs and ability to accomplish work in a timely manner:
- vi. **Indicate the Flat fee for Fixed Price Services and whether such is payable monthly, quarterly, or annually.**
 - vii. **Indicate the hourly rates for On-Call services.**
 - viii. **Indicate any pricing information relevant to parts required for On-Call Services (i.e. % markup on parts).**
 - ix. Describe the Offeror's cost control methodology
 - x. Describe the approach for reducing Project costs
 - xi. Describe the documentation, tracking and reporting system
 - xii. Describe the program for quality control

Priority Elevator's Flat fee for Fixed Price Services is \$1,020.00 per month. This may be paid monthly, quarterly or annually. See Attachment C for hourly rates for On-Call services.

Priority Elevator's robust maintenance program will eliminate service calls and premature wear on the elevator plant saving Fluvanna County on costly down time and repair of components before their useful life has expired.

Priority Elevator's custom software program allows us to track all service requests, maintenance visits and any time or money spent on your elevator equipment. We can customize reports from this program for your needs.

Priority Elevator has a system of job audits by supervision to ascertain the quality of services being provided to our customers.

Request for Proposal

RFP#: 2016-05

April 26, 2016

Priority Elevator

- K. References:** Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

See Attachment D for a list of Priority Elevator's References.

Thank you for the opportunity to provide our proposal for elevator preventative maintenance and repair.

Sincerely,



Chuck Bailey
Vice President
Priority Elevator

PRIORITY ELEVATOR

Telephone: (804) 643-5306

Fax: (804) 643-0182

P.O. BOX 665
RICHMOND, VA 23218

ATTACHMENT A

Company Profile

COMPANY PROFILE

Priority Elevator is a full service, independent elevator company. Below are listed some unique features and benefits you will receive by choosing Priority Elevator Company as your service provider.

EXPERIENCE

We currently employ elevator technicians who are members in Local #51 of the International Union of Elevator Constructors. Our mechanics have experience maintaining, modernizing and installing all different makes and types of elevators and escalators. We hire and retain the best mechanics in the industry. They are committed to providing our customers with minimal downtime, a quick response time and safe, efficiently operating equipment. Our mechanics are dispatched during the day by our service coordinator and during the off hours by the most experienced answering service in the area.

PARTS AVAILABILITY

Through subsidiary parts companies of the major elevator manufacturers and independent elevator parts suppliers, we can obtain any part for your equipment overnight, except when proprietary devices are used and we have the diagnostic tools to troubleshoot your elevators. We currently have accounts with all major suppliers.

REGIONALLY OWNED

Priority Elevator Company is a Richmond based company and locally owned. The owners are 100% active in the company. By being a regionally owned company, we can react quickly to our customer's needs and provide excellent, personable service. We do not have layers of overhead and bureaucracy; thus we are financially sound and have an excellent line of credit and bonding capacity.

In summary, we are extremely strong in every respect. We pride ourselves on our ability to perform for our customers. We are successful because the cornerstone of our business is our commitment to reliable service and quality workmanship.

Locally owned and operated in Richmond Virginia, Priority Elevator, a division of W & H Resources is making quality service our #1 priority. Our services include elevator

A Division of W&H Resources, Inc.

P.O. BOX 665

RICHMOND, VA 23218

ATTACHMENT B

RESUMES

The management staff of Priority Elevator's Richmond office consists of over 180 combined years of technical, design, engineering, construction, maintenance, service, modernization and administrative experience. Our field employees have combined experience in excess of 250 years.

Account Manager:	Chuck Bailey
Service Coordinator:	Josie Greene
Account Representative:	Susan Satterwhite
Route Technician:	Charlie Bibb

Priority Elevators' Vice President, Chuck Bailey, has 34 years in the elevator industry. He began his career as an Elevator Technician. He previously served as Senior Vice President of Virginia Elevator and Branch Manager of Kone Elevator before coming to Priority Elevator in 2015. He has experience in all facets of the elevator industry and is a proud alumni of Virginia Commonwealth University, the Class of 1982.

Priority Elevator's Service Coordinator, Josie Greene, has over 23 years' experience in the elevator industry, especially in regards to dispatching technician's to service calls and the scheduling of tests and inspections.

Priority Elevator's Account Representative, Susan Satterwhite, has 30 years' experience in accounting, with 17 of those in the elevator industry. She has worked for multi-million dollar corporations, providing bank reconciliation and accounting.

Priority Elevator's Route Technician, Charlie Bibb, has 30 plus years in the elevator industry servicing, repairing and maintaining various manufacturers' elevator equipment. His DPOR License # is: 2710047598.

PRIORITY ELEVATOR

Telephone: (804) 643-5306

Fax: (804) 643-0182

P.O. BOX 665
RICHMOND, VA 23218

ATTACHMENT D

REFERENCES

Brandywine Realty Trust

300 Arboretum Place, Suite 300

Richmond, VA 23236

Jeff Sigmon

Phone: (804) 521-1872

Fax: (804) 521-1821

Email: brandywine@avidbill.com

Scope of Services: Maintenance and Repair

CBRE, Inc.

Post Office Box 2205

Warren, MI 48090

Jennifer Nonnemacker

Phone: (804) 264-6940

Fax: (804) 267-6941

Email: jennifer.nonnemacker@cbre.com

Scope of Services: Maintenance and Repair

Chesterfield County Government

9901 Lori Road

Chesterfield, VA 23832

Earl Kirby

Phone: (804) 717-6395

Email: kirbye@chesterfield.gov

Scope of Services: Maintenance and Repair

Chesterfield County Public Schools

9900 Krause Road

Chesterfield, VA 23832

Jim Eyerly

Phone: (804) 751-4407

Email: james_eyerly@ccpsnet.net

Scope of Services: Maintenance and Repair

PRIORITY ELEVATOR

Telephone: (804) 643-5306

Fax: (804) 643-0182

P.O. BOX 665
RICHMOND, VA 23218

ATTACHMENT D

REFERENCES Cont.

Dominion Virginia Power

Ms. M. Stuart Hanckel

701 E. Cary Street

Richmond, VA 23219

Phone: (804) 771-3754

Email: m.stuart.hanckel@dom.com

Location: Tredegar – 120 Tredegar Street, Richmond

Scope of Services: Modernization, Maintenance and Service

University of Richmond

27 Westhampton Way

Richmond, VA 23173

George Souleret

Phone: (804) 289-8604

Fax: (804) 289-8414

Email: gsoulere@richmond.edu

Location: Tyler Haynes – 28 Westhampton Way, Richmond

Scope of Services: Modernization, Maintenance and Service

University of Virginia

Facilities Management

575 Alderman Road

Charlottesville, VA 22901

Eddie Morris

Phone: (434) 982-4659

Email: eddiem@virginia.edu

Location: Chemical Engineering – 210 Carlton Road, Charlottesville

Material Science – 1001 N. Emmett Street, Charlottesville

Scope of Services: Modernization, Maintenance and Service

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

10-31-2017

NUMBER

2701023939

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS EEC ELE



W & H RESOURCES, INC
PO BOX 665
RICHMOND, VA 23218



James W. DeBorja
John H. DeBorja, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

(DETACH HERE)



COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS EEC ELE

NUMBER: 2701023939 EXPIRES: 10-31-2017

W & H RESOURCES, INC
PO BOX 665
RICHMOND, VA 23218



(FC-1)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (05/2015)



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[Contact Us](#) | [Search this Site](#)

Sut

Home >> Small, Women and Minority (SWaM) Vendors Search >> SWaM Search Results

Small, Women and Minority (SWaM) Vendors Search

[<< Return to the SWaM Vendors Search](#)

Search by **company name = W&H Resources**

The following result(s) sorted by company name.

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
S	692109	04-08-2017	W&H RESOURCES Doing Business As: PRIORITY ELEVATOR P O BOX 665 RICHMOND, VA 23218 Contact: STEPHEN BURNETT Phone: (804)643-5306 Fax: (804)643-0182	N	Total 1 search result(s) NIGP Code and Description 91013 ELEVATOR INSTALLATION MAINTENANCE AND REPAIR 29540 FREIGHT ELEVATOR AND PARTS 29570 PASSENGER ELEVATORS AND PARTS

Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with * indicates that business is pending for recertification.
 Expiration date with ** indicates that business currently has 'Provisionally Approved' status. The Department of Small Business and Supplier Diversity (SBSD) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.
 Company name with *** indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1

Copyright © 2016, All Rights Reserved
 Department of Small Business and Supplier Diversity
 101 N. 14th Street, 11th Floor Richmond, VA 23219
 Phone: (804) 788-6585
 WAI Level A Compliant

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Admin

From: Bates, Rebecca (DSBSD) <Rebecca.Bates@sbsd.virginia.gov>
Sent: Wednesday, December 3, 2014 9:45 AM
To: admin@priorityelevator.com
Subject: Micro 692109 W & H Resources, Inc.doc

Micro Business Certification Approval Letter

SWaM Vendor Number: 692109 W & H Resources, Inc.

December 3, 2014

Dear Micro Business Applicant:

The Virginia Department of Small Business and Supplier Diversity (VSBSD) has **Approved** your firm's application for the Micro Business Certification in the Small, Women-owned and Minority-owned Business (SWaM) Program. Your firm will be eligible to participate in the Micro Business Set-aside Procurement Program until your SWaM certification expires. This certification category will then become part of the SWaM re-certification process when you are due for re-certification.

Your firm's Micro Business certification will be posted on the eVA system after October 1, 2014 so your firm can participate in all state purchases under \$10,000.00 that will be set aside for micro-businesses. The SWaM Vendor Search on our agency website, however, will not show this category in the SWaM directory at this point until our website redesign and consolidation project has been completed. The estimated completion date for our new agency website is no later than November 2014.

Thank you and we wish you much success in doing business with the Commonwealth of Virginia. If you have questions, please contact us at www.sbsd.virginia.gov.

Sincerely,

Calvin M. Thweatt
Certification and Technical Service Manager

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	June 15, 2016				
AGENDA TITLE:	Community & Economic Development Position Upgrades				
MOTION(s):	<p>I move to approve the following position description revisions and grade changes:</p> <ul style="list-style-type: none"> • FROM: Site Inspector / E&S, Pay Band 13, \$39,892 • TO: Codes Inspector - E&S Plans Reviewer, Pay Band 15, \$45,806 • FROM: Building Inspector, Pay Band 13, \$44,726 • TO: Codes Inspector - Building & Site Inspector, Pay Band 14, \$42,000 • FROM: Code Compliance Officer, Pay Band 10, \$32,792 • TO: Codes Inspector - Code Enforcement Officer, Pay Band 13, \$37,440 • FROM: Permit Clerk / Technical Assistant, Pay Band 7, \$27,976 • TO: Program Support Assistant, Pay Band 9, \$30,000 <p>With the funding increase to come from the FY17 approved pay plan.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	A2, A3	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jason Smith, C&ED Director				
PRESENTER(S):	Jason Smith, C&ED Director, and Gail Parrish, HR Manager				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	<ul style="list-style-type: none"> • This reorganization in the Planning/Zoning and Building Inspections Departments is proposed as the most efficient way to utilize staff skills, provide adequate cross coverage of functions, and avoid the need for additional staff even in light of expanding workload. • Position Descriptions have been updated to reflect duty requirements, incorporate new skills, and ensure better service for the residents, developers, and the business community. 				
FISCAL IMPACT:	Chart below.				

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Updated Position Descriptions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	

DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT

Current Title	Pay Band	Current Salary	New Title/Position	Pay Band	New Salary
Site Inspector / E&S	13	\$ 39,892	Codes Inspector - E&S Plans Reviewer	15	\$ 45,806
Building Inspector	13	\$ 44,726	Codes Inspector - Building & Site Inspector	14	\$ 42,000
Code Compliance Officer	10	\$ 32,792	Codes Inspector - Code Enforcement Officer	13	\$ 37,440
Permit Clerk / Technical Assistant	7	\$ 27,976	Program Support Assistant	9	\$ 30,000
CURRENT TOTAL:		\$ 145,386	PROPOSED TOTAL:		\$ 155,246

Overall Community & Economic Development budget change.

ANNUAL PROPOSED C&ED INCREASE:	\$ 11,658
ANNUAL C&ED INCREASE W/ 2% COLA ONLY:	\$ 9,694
P&R Personnel Savings:	\$ 4,000



Fluvanna County, Virginia
Department of Community & Economic Development
Job Description

DRAFT

CODES INSPECTOR / CODE ENFORCEMENT OFFICER

FLSA Status: Non-Exempt
Pay Grade: 13
Job Title ID: 2111
Reports To: Planning and Zoning Administrator

General Definition of Work

Performs intermediate technical work enforcing the zoning ordinance and various environmental codes; does related work as required. Work is performed under regular supervision.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactory. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Enforcing zoning ordinance and various environmental codes; inspecting properties; maintaining records; preparing reports.
- Enforces zoning ordinance and environmental codes.
- Researches records for ownership data and sends violation notice.
- Inspects properties for compliance with ordinances, codes and submitted plats/blueprints.
- Responds to complaints; conducts inspections.
- Maintains records and files concerning inspections and reinspections.
- Issues stop work orders on non-permitted properties.
- Responds to complaints received at the counter, over the telephone, through email or by mail.
- Provides back up support to the Building Department as an inspector as needed
- Serves as an E&S Site Inspector as needed
- Performs related tasks as required.

Knowledge, Skills, and Abilities

General knowledge of the zoning ordinances and various environmental codes; general knowledge of legal procedures related to the enforcement of ordinances and codes; ability to read and interpret blueprints, site plans and designs and to ensure compliance with appropriate ordinances and codes; ability to prepare factual reports and present same to appropriate board or commission; ability to communicate effectively both orally and in writing; ability to enforce ordinances and regulations with firmness, tact and impartiality; ability to establish and maintain effective working relationships with contractors, public officials, associates and the general public.

Education and Experience

Any combination of education and experience equivalent to graduation from high school and some experience in code enforcement. Must have the ability to obtain the certifications as a Certified Zoning Official, E&S Inspector and Building Inspector applicable to the position within 2 years.

Physical Requirements

This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires walking, stooping, climbing, standing, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for color perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, and use of measuring devices; the worker is subject to inside and outside environmental conditions.

Special Requirements

Possession of an appropriate driver's license valid in the Commonwealth of Virginia. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post-Offer Requirements

Background check

Recommended by:	Approved as to form:	Approved:
Department Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Department of Community & Economic Development
Job Description

DRAFT

CODES INSPECTOR / E&S PLANS REVIEWER

FLSA Status: Non-Exempt
Pay Grade: 15
Job Title ID: XXXX
Reports To: Planning and Zoning Administrator

General Definition of Work

Performs intermediate skilled technical work conducting jobsite inspections to verify and document builder compliance with County and State erosion, sediment and storm water management designs and laws, and related work as apparent or assigned. Work is performed under the general direction of the Planning and Zoning Administrator.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactory. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Conducts jobsite inspections; verifies and documents contractor/builder compliance with County and State erosion, sediment and storm water management designs, codes, ordinances and laws.
- Completes inspection forms, makes reports and keeps records regarding inspections.
- Reviews erosion control construction and site plans; inspects work in progress for compliance with approved plans and code requirements.
- Meets and corresponds with County Building and Zoning officials, Inspectors and Planners to determine plan compliance with County ordinances.
- Receives calls for contractors, homeowners, and developers; responds to comments, complaints, inquiries and provides information related to erosion, sediments and storm water management codes, ordinances, laws, etc.; schedules inspections.
- Participates in training to remain updated on erosion, sediment, and storm water management control processes, procedures, laws etc.
- Provides back up support to the Building Department as an inspector as needed.
- Serves as the Combined Program Administrator/Plans Reviewer for the County.
- Performs related tasks as required.

Knowledge, Skills and Abilities

Thorough knowledge of erosion and sediment control standards and regulations and related laws and ordinances; thorough understanding of site development plans as they pertain to erosion control, concrete construction and storm water management; general knowledge of securities procedures; ability to perform basic mathematical computations; ability to communicate effectively verbally or in writing; ability to establish and maintain effective working relationships builders, contractors, engineers, elected officials, associates and the general public.

Education and Experience

Associates/Technical degree and considerable experience in the enforcement of environmental codes and interpreting site building plans, or equivalent combination of education and experience and ability to obtain all applicable certifications to perform the basic functions of the position.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work frequently standing, walking, sitting, speaking or hearing, using hands to finger, handle or feel and climbing or balancing and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Possession of an appropriate driver's license valid in the Commonwealth of Virginia. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post-Offer Requirements

Background check

Recommended by:	Approved as to form:	Approved:
Department Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Department of Community & Economic Development
Job Description

DRAFT

CODES INSPECTOR – BUILDING AND SITE INSPECTOR

FLSA Status: Non-Exempt
Pay Grade: 14
Job Title ID: 2211
Reports To: Building Official

General Definition of Work

Performs responsible technical work in the enforcement of the Virginia Uniform Statewide Building Code and applicable Fluvanna County Code requirements; performs related work as required. Work is performed under the regular supervision of the Building Official.

Essential Functions

Performing field inspections and re-inspections of residential, commercial and industrial facilities for compliance with building, plumbing, electrical and mechanical codes; enforcing Zoning Ordinance.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Performs field inspections and re-inspections of residential, commercial, industrial and public facilities for compliance with building, plumbing, mechanical, electrical, accessibility codes and amusement device regulations.
- Receives and investigates complaints in regard to defective construction work and takes appropriate action.
- Receives and investigates tenant complaints related to unsafe conditions.
- Inspects existing buildings for hazardous conditions, structural failures or improper uses.
- Issues Stop Work Orders and/or Notice of Violations on non-compliant projects.
- Answers questions from private citizens, contractors, builders, designers and other stake holders in regards to building code regulations.
- Assists the Planning and Zoning Department in enforcing the Zoning Ordinance provisions.
- Reviews plans; calculates permit fees; issues building and zoning permits; collects fees; prepares permits.
- Assists the Planning and Zoning Department in performing the erosion and sediment control inspections.
- Testifies in court on code violation cases.
- Prepares reports and keeps records regarding inspections.
- Performs related tasks as required.

Knowledge, Skills and Abilities

General knowledge of all types of building construction materials and methods and stages of construction when possible violations and defects may be most easily observed and corrected; general knowledge with state building and related codes laws and ordinances; general knowledge of Zoning Ordinance provisions; ability to detect poor workmanship, inferior materials, and hazards of fire and collapse; ability to read and

interpret plans, specifications and blueprints accurately and to compare them with construction in process; ability to solve problems within scope of responsibility; ability to contact property owners, contractors and the public and effect satisfactory working relationships; firmness and tact in enforcing ordinances and codes. Typical job tasks will require knowledge of existing and new building construction, electrical, fire protection, accessibility, and energy conservation, mechanical and plumbing codes.

Education and Experience

High School diploma or GED required. Minimum of 3 years of experience in the building construction trades and/or building inspections or any combination of education and experience which would confer equivalent knowledge and ability shall be deemed to satisfy this requirement.

Physical Requirements

This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects; work requires climbing, crawling, balancing, stooping, reaching, standing, walking, and grasping; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, noise, hazards, and atmospheric conditions.

Special Requirements

Possession of an appropriate driver's license valid in the Commonwealth of Virginia. Possession of state certification in building, plumbing, electrical and mechanical inspections within three years of employment, as per Virginia Uniform Statewide Building Code, (Virginia Certification Standards).

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Post-Offer Requirements

Background check

Recommended by:	Approved as to form:	Approved:
Department Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____



Fluvanna County, Virginia
Department of Community & Economic Development
Job Description

DRAFT

PROGRAM SUPPORT ASSISTANT

FLSA Status: Non-Exempt
Pay Grade: 9
Job Title ID: 2011
Reports To: Building Official

General Definition of Work

Performs difficult skilled clerical work providing office and administrative assistance to the Department of Community & Economic Development and various Boards and Commissions; does related work as required. Work is performed under general supervision of the Building Official.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactory. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Preparing and maintaining official records while serving as secretary to the Department of Building.
- Provides immediate assistance to the general public including visitors and callers.
- Maintains a Building Permits Database and generates reports from the database.
- Creates and maintains a filing system for the Department of Building.
- Provides administrative support to the Director of Community & Economic Development as needed.
- Provides assistance to department heads in preparing ordinance amendments.
- Provides basic clerical assistance to the CSA Director and Emergency Services Coordinator as time permits.
- Receives visitors at County Administration office and refers them to proper department.
- Arranges meetings, schedules appointments, handles correspondence for Department of Community & Economic Development as needed.
- Assists with the preparation of reports and correspondence.
- Receives and processes building permit applications while ensuring applications are complete and accurate.
- Assists citizens in completing permit applications.
- Logs inspections on computer and updates inspection files as needed.
- Transmits revenue to Commissioner of the Treasurer's office.
- Generates monthly revenue reports.
- Enters permit data into computer system.
- Prepares a variety of periodic reports.
- Keeps track of all required documents prior to issuance of the building permit or certificate of occupancy.
- Responds to all inquiries regarding fees, licenses, permits, policies, rules and regulations.

- Explains procedures and permit requirements to customers.
- Assists with billing and payroll functions.
- Creates and maintains file systems and purges files consistent with policy requirements.
- Maintains and updates various records, logs and manuals.
- Orders departmental supplies, uniforms and equipment; maintains required inventories.
- Answers routine questions concerning activities, programs, policies, procedures and rules governing department or activity.
- Maintains schedules of facilities use; keeps reservation book.
- Receives and processes incoming and outgoing mail; transports mail to the post office; delivers items to various County departments.
- Operates standard office, data entry and word processing equipment.
- Performs related tasks as required.

Knowledge, Skills and Abilities

General knowledge of the functions and organization of the county government; thorough knowledge of standard office procedures, practices, equipment, and software; ability to research and prepare reports; ability to express ideas effectively, both orally and in writing; ability to establish and maintain effective working relationships with government officials, associates and the general public; ability to take and transcribe dictation at a reasonable rate of speed.

Education and Experience

Any combination of education and experience equivalent to graduation from high school and extensive office assistance experience.

Physical Requirements

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires identifying, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

Post-Offer Requirements

Background check

Recommended by:	Approved as to form:	Approved:
Department Head Date	Human Resources Manager Date	County Administrator Date

Approved by Board of Supervisors on _____

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

MEETING DATE:	June 15, 2016				
AGENDA TITLE:	Request for Reimbursement of VDOT Fees				
MOTION(s):	I move to approve a reimbursement request in the amount of \$6,750.00 to Anthony and Melissa Hutcherson for VDOT Road Acceptance Fee paid, with such funds to come from FY16 Planning and Building Inspections personnel funding savings.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jason Stewart, Planning and Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning and Zoning Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	<ul style="list-style-type: none"> • See attached request. 				
FISCAL IMPACT:	\$6,750				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Reimbursement request from Mr. & Mrs. Anthony Hutcherson				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Mr. Steve Nichols, County Administrator
and
Fluvanna County Board of Supervisors

June 2, 2016

We chose to move to Fluvanna County in July 2013 because we have always loved this part of the state. We built our home in Taylor Ridge Estates, unaware that the roads were not state maintained. Once we became aware of this, we knew we had to take action. Our roads were ten years old and beginning to show some wear and tear. We knew if we did not remedy the situation, our roads would deteriorate to the point where future homebuyers would see our neighborhood as a less desirable place to live. This would lead to decreased home values and decreased tax revenues for the County. When we took this on, we expected that not all of the homeowners would be able to contribute to the cost of repairing our roads. We knew we would personally incur a portion of the costs. We ended up covering \$6,000.00, which we consider an investment in the betterment of our community. We were not aware of the VDOT fees associated with turning over the roads until after we had completed our repairs (end of April, beginning of May 2016). VDOT tried to get the fees waived, but Richmond denied the request. Since we had completed our punch list repairs, VDOT had begun the process of entering our roads into their system and the County was voting on the Surety Bond on June 1st. We were told on May 31st that the fees had to be paid before the Bond vote, because the Bond runs from June 1, 2016 to June 1, 2017. We willingly paid these fees which totaled **\$6,750.00** in order to facilitate the turnover of our roads because we did not want to delay the process any further. We respectfully request that the Board of Supervisors consider our request for reimbursement of the fees we paid to VDOT. This was a last minute expenditure that we had not planned for. Regardless of the outcome of your vote, we want to thank the Board of Supervisors for covering the Bond for our roads. We would also like to thank Mr. Nichols for his support during this process.

Respectfully,
Anthony and Melissa Hutcherson
598 Taylor Ridge Way
Palmyra, VA 22963

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

Meeting Date:	June 15, 2016				
AGENDA TITLE:	E911 Radio Project: Change Order #2 – New Columbia School Tower				
MOTION(s):	I move the Board of Supervisors approve the “Second Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System” with Motorola Solutions, Inc., in the amount of \$ 222,871.86, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	C8	
	XX				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval of Change Order				
TIMING:	Immediate, to stay on schedule				
DISCUSSION:	<p>The E911 Radio System’s original design presupposed colocation on a number of commercial towers, including two sites (Rt 601 Kolcum and Rt 656 Morris). During lease negotiations lease rates were increased due to tower and ground space availability. The team sought an alternative to combine these two sites into a new taller tower on county-owned property.</p> <p>This change order:</p> <ol style="list-style-type: none"> a) Moves Rt 601 Kolcum to Columbia School site. b) Eliminates Rt 656 Morris site. c) Repurposes equipment from the Rt 656 site for the VFW site. d) Constructs a new 300’ self-supported lattice tower at Columbia School site. <p>The new design with taller towers (original RFP requested all towers to be under 200’) at the Landfill, Lake and Columbia School allows for a modification of the site constellation from a seven-site design to a six-site design. Plus, the VFW site, previously a “spur” in the microwave loop, can now be included in the loop configuration. This new configuration will give the County better coverage in all areas.</p>				

FISCAL IMPACT:	<p>Change Order #2 adds \$ 222,871.86 to the project cost, but will save the County annual lease payments of approximately \$85,000. In addition, with the elimination of the Rt 656 site, the County will not incur tower lighting costs (approximately one-time costs of \$20,000) or any ongoing utility costs.</p> <p>The County will pay cash for this change order on a three payment milestone schedule, after completion of section tasks.</p>				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Second Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System with Exhibits				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX		

COUNTY OF FLUVANNA, VIRGINIA
SECOND AMENDMENT AND MODIFICATION TO THE COMMUNICATIONS
SYSTEM AGREEMENT FOR THE FLUVANNA PUBLIC SAFETY EMERGENCY
COMMUNICATIONS RADIO SYSTEM

This Second Amendment and Modification (“Amendment”) is made the ____ day of June, 2016 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**Customer**”), and Motorola Solutions, Inc., a Delaware Corporation authorized to transact business in Virginia (“**Motorola**”), and amends and modifies the **COMMUNICATIONS SYSTEM AGREEMENT** between the Customer and Motorola, dated June 25, 2015, as previously modified by:

a) First Amendment and Modification, dated May 27, 2016.

The **COMMUNICATIONS SYSTEM AGREEMENT**, as amended and with all exhibits thereto, shall be referred to herein collectively as the “Agreement”).

WHEREAS, the parties wish to modify and amend the requirements of the Agreement as laid out herein and further wish to formalize their agreement by this Amendment to the Agreement hereby; and

THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **The Agreement:** All capitalized terms used herein shall have the same meaning as defined terms of the Agreement except as modified hereby or if the context requires otherwise.
2. **Exhibits:**
 - Exhibit 1– Change Order Form
 - Exhibit 2 – Statement of Work (SOW) Modifications: Fluvanna County Public Safety Radio Project Site Replacement of Kolcum Site (Rt 601) Site to Columbia School Site; Elimination of Morris Site (Rt 656)
 - Exhibit 3 – Detail Cost Adjustments for elimination of Morris Site (Rt 656); relocation Kolcum Site (Rt 601) to new ground build at Columbia School Site

The foregoing exhibits shall be collectively referred to as “Exhibits.” The foregoing Exhibits are incorporated herein in their entirety by reference as material provisions of this Amendment.

3. **Modifications:**
 - a. Exhibit C-1 “Statement of Work” to the Agreement is modified as specifically stated in Exhibit 2 hereto; and other than Sections G.2.8.6.3 and G.2.8.6.5 replaced thereby, Exhibit C-1 “Statement of Work” to the Agreement remains in full force and effect.
 - b. Exhibits 1 and 2 hereto are incorporated as additional material provisions of Exhibit C “Technical and Implementation Documents” of the Agreement; and

hereafter the Agreement shall be modified so as to include Exhibits 1 and 2 as material additional “Technical and Implementation Documents.”

- c. The additional work, oversight, project management, site work, services, testing, installation, materials, towers, equipment, antennae, and other items required under this Amendment, and (a) and (b) *supra* shall be referred to herein as the “Additional Services.”
- d. The Additional Services shall be included in the “System;” and hereafter the Agreement shall be modified to include the Additional Services as material additional parts of the “System.”
- e. The Additional Services shall be included in the “Specifications;” and hereafter the Agreement shall be modified to include the Additional Services as material additional “Specifications.”
- f. The Additional Services as part of the “System” shall be covered by any and all warranties and service coverage under the Agreement, including, but not limited to, those described in the Agreement itself and Exhibit C-6 “Service and Warranty” of the Agreement.
- g. Exhibit C-3 “Performance Schedule” to the Agreement is modified as specifically stated in Exhibit 1 hereto; and other than as specifically modified thereby, Exhibit C-3 “Performance Schedule” to the Agreement remains in full force and effect.

- 4. Cost of the Modifications:** The total cost of the Additional Services is TWO HUNDRED TWENTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-ONE and 86/100 DOLLARS (\$ 222,871.86), which includes any and all costs of any modifications and requirements, but does not include any costs for time extensions or delays of any kind owing to or caused by the Additional Services. The costs for these Additional Services are detailed in **Exhibit 3** and as noted therein are net of certain cost savings for elimination of the Rt. 656 (Morris) Site. This cost is in addition to the Contract Price under the original Agreement. The costs of the Additional Services are not subject to that Equipment Lease Purchase Agreement between the Customer and Motorola dated June 25, 2015 and instead will be paid in accordance with the attached **Exhibits 1 and 3**. Motorola shall submit an invoice to the Customer upon completion of the work required by each payment milestone. Motorola will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work required under that payment milestone by the Customer in its sole discretion. No invoice may be provided by Motorola to the Customer until the items or services purchased for that payment milestone have been delivered to, inspected by and accepted by the Customer. Notwithstanding the foregoing or Exhibits 1 and 3, 40% of the cost of the Additional Services, being \$89,148.74 will not be invoiced by Motorola to the County until any and all work and Additional Services required by this Amendment are completed.

If there are any conflicts between the provisions of this Amendment (including the exhibits hereto) and the provisions of the Agreement, the provisions of this Amendment will prevail. Whenever possible this Amendment and the Agreement shall be read together. **Except as specifically amended hereby, the Agreement remains in full force and effect.**

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

Motorola Solutions, Inc.

Executed By:

Printed

Name:

Title:

Date:

Fluvanna County

Executed By:

Printed

Name:

Title:

Date:

Reviewed
by:

Motorola Solutions Project Manager

Date:

Reviewed
by:

Fluvanna County Project Manager

Date:

Approved as to Form:

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney

Change Order Number 2

Date: June 3, 2016

Project Name: Fluvanna Public Safety Emergency Communications Radio System

Contract Name: Communications System Agreement

Customer Name: Fluvanna County

Contractor: Motorola Solutions, Inc.

Customer Project Mgr: Cheryl J. Elliott

Contract # MSI-12-15FCBOS

Contract Date: June 25, 2015

This Change Order is attached to and made a material part of that Second Amendment and Modification to the Communications System Agreement between the County of Fluvanna and Motorola Solutions, Inc. (the “Amendment”).

Definitions: Other Exhibits to the Amendment which are referred to herein:

Exhibit 1: Change Order Form

Exhibit 2 – Statement of Work (SOW) Modifications: Fluvanna County Public Safety Radio Project Site Replacement of Kolcum Site (Rt 601) Site to Columbia School Site; Elimination of Morris Site (Rt 656)

Exhibit 3 – Detail Cost Adjustments for elimination of Morris Site (Rt 656); relocate Kolcum Site (Rt 601) to new ground build at Columbia School Site.

The purpose of this Change Order is to:

1. Adjust two site locations, as described in Statement of Work (SOW) Exhibit 2:
 - a. From Kolcum Site (Rt 601) Site to new Columbia School Site
 - b. Eliminate Morris Site (Rt 656) Site
2. Add and construct one new Class III self-supported lattice tower including tower, lighting, foundation, installation and A&E Site development/integration services, as described in SOW Exhibit 2:
 - a. Columbia School Site – 300’ tower
3. Add additional project management and construction oversight and coordination management for oversight of this new site. *(See Exhibit 2 for additional detail.)*

In accordance with the terms and conditions of the contract identified above between Fluvanna County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments:	
Original Contract Price*:	\$ 6,594,544.94
Previous Change Order amounts*:	\$ 1,008,971.00
This Change Order #2 Cost:	\$ 222,871.86
New Contract Price:	\$ \$7,826,387.80

*The Original Contract Price of \$6,594,544.94 was paid pursuant to an Equipment Lease-Purchase Agreement between Fluvanna County as Lessee and the Contractor as Lessor. The total paid under the Original Contract pursuant to that Equipment Lease-Purchase Agreement dated June 25, 2016 including principal and interest was \$7,513,345.00. Change Order #1 (First Amendment and Modification dated May 27, 2016) added \$1,008,971 to the project cost.

The cost of the additional work occasioned by this Change order #2 will not be added to or subject to that Equipment Lease-Purchase Agreement and the County will pay the Change Order #2 Cost of TWO HUNDRED TWENTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-ONE and 86/100 DOLLARS (\$ 222,871.86), pursuant to the terms of the Amendment.

Completion Date Adjustments:	
Original Completion Date:	December 2016
Current Completion Date prior to this Change Order:	December 2016
New Completion Date:	TBD

Changes in Equipment:
<p>A. Tower, lighting, and foundation for one new self-supported lattice tower (300' tower)</p> <p>B. Additional antenna lines related to new tower height</p> <p>C. Elimination of Morris (Rt 656) site infrastructure</p> <p>D. Move RF equipment to VFW site due to site constellation change (VFW now in microwave loop rather than spur)</p> <p>E. Credit for any additional Morris 656 site equipment that cannot be used as spares.</p> <p><i>Please refer to Exhibit 2 for details.</i></p>

Changes in Services:
<p>Changes in services are for construction of one new tower: 300' at Columbia School Site and for adjustments to equipment required by the change in tower locations. Adjustments in Services include:</p> <p>Site preparation, development and integration services for new site</p> <ul style="list-style-type: none"> • Tower construction, foundation, lighting and installation

- Site construction oversight and coordination management and project management
Please refer to Exhibit 2 for details.

Schedule Changes:

The project team will adjust the Performance Schedule (Exhibit C-3 to the “Communications System Agreement” dated June 25, 2015) to accommodate this change order. If required, another change order with any related costs will be prepared and presented to the Board of Supervisors. The Change Order #2 does not include any additional costs for any anticipated schedule extensions.

Pricing Changes:

Some budget (approximately \$12,000) has already been expended on the Morris 656 site (e.g. engineering structural analysis, lease negotiations, tower load/construction drawings). Equipment has already shipped (with exception of microwave dishes, lines and frequency-dependent equipment), some of which can be transferred to the VFW site. With the new six-site constellation, the VFW site will now be part of the microwave loop instead of a spur configuration. Configuration related estimated price adjustments are not included in this Change Order. As part of the loop, additional microwave equipment will be required. The estimated cost of this equipment (\$96,704.06) is not included in this change order and is anticipated to be included in a future change order on the VFW site (anticipated CO#5).
See attached pricing spreadsheet in Exhibit 3 for details.

Customer Responsibilities:

Please see attached SOW Exhibit 2 for details.

Payment Schedule for this Change Order:

The SOW (Exhibit 2) shows definitions and work requirements for each milestone. Payment is due upon completion of the described tasks. Milestone payments will be per site:

- 20% “Site Engineering” completed
- 40% “Site Preparation” and “Site Components Installation” completed
- 40% “Tower Work” and “Antenna and Transmission Line Installation” completed

The county will pay cash for this change order on the schedule outlined below. See Cost Detail (Exhibit 3) for additional pricing breakdowns.

Milestone Payments	Columbia School
20% Site Engineering completed	\$ 44,574.37
40% Site Preparation and Site Components Installation completed	\$ 89,148.75
40% Tower work and Antenna and Transmission Line Installation completed	\$ 89,148.74
Site Total for payment milestones	\$ 222,871.86

Except as specifically modified hereby, all other terms and conditions of the Contract as previously amended by that First Amendment and Modification dated the ____ day of June, 2016, are hereby ratified and shall remain in full force and effect.

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

Reviewed by: _____
Fluvanna County Project Manager

Date: _____

Fluvanna County Public Safety Radio Project

Site Replacement of of Kolcum Site (Rt 601) Site to Columbia School Site; Elimination of Morris Site (Rt 656)

These sections replace Section G.2.8.6.3 Site Development at Rt. 601 Site (Tx and Rx) and G.2.8.6.5 Site Development at Rt. 656 Site (Receive Only) of the Contract SOW. The rest of the SOW document as modified by any previous amendments or modifications thereto remains in effect.

Site Development Statement of Work (SOW) -- One new self-support tower, 300 feet (Columbia School Site)

G.2.8.6.3 Site Development Work – Columbia School Site (Replaces Rt 601)

Site Scope Summary:

- a) Engineering services for site drawings and regulatory approvals applicable.
- b) Zoning services.
- c) New fenced compound (not to exceed 100-foot x 100-foot).
- d) Access Road (not to exceed 100 feet).
- e) Site shall use common 200-amp, 120/240-volt, single-phase underground power run from the power company or county supplied location. *Refer to item "m" in Fluvanna County Responsibilities (section G.2.8.2).*
- f) A Motorola Standard Building (MSB) is included. An external generator plug with a manual transfer switch will be included with each shelter. New Motorola Standard Building (MSB) (11-foot 8-inches x 16-foot 6-inches 6 inches) The MSB is constructed to commonly accepted Public Safety standards requiring UL-752 Level 4 compliance (.30-06 Caliber Rifle Lead Core Soft Point, 180 grains, with a maximum velocity of 2794 fps). *Please note the shelter that was planned for Cohasset will be used and is already included in pricing.*
- g) New above ground liquid propane fuel tank (1000 gallons) *(included in original project, no additional cost)*
- h) New 50 kW outdoor generator. *(included in original project, no additional cost)*
- i) New 300-foot class III self-supported tower. A loading growth factor of 30% has been included in the tower design parameter.

Motorola Responsibilities:

Site Engineering

- a. Prepare site construction drawings showing the layout of various new and existing site components.
- b. Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- c. Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- d. Prepare sketch of the site to identify the proposed space and planned development at the particular site location.
- e. Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- f. Prepare record drawings of the site showing the as-built information.
- g. Conduct utility investigation and coordinate with local utility company for power hook up.
- h. Perform construction staking around the site to establish reference points for proposed construction.
- i. Prepare photo renderings of how the site would look after completion.
- j. Conduct a balloon test to prepare site line graphs showing potential visibility of the proposed communication site, as needed.
- k. Provide an expert witness for up to two days to attend or testify at public meetings and/or hearings so as to provide expert testimony and assist in obtaining zoning approvals. (Note: because this is a public safety project, the County does not require an SUP. Zoning/permitting processes should take less than a month.)
- l. Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals, if required by FEMA, have not been included. If necessary, perform Cultural Resource study, as needed, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- m. Conduct up to 50-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) mounted rig is not included.
- n. Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- o. Check tower erection for plumbness, linearity and alignment after installation.
- p. Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings, and procure information necessary for filing.

Site Preparation

- a) Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- b) Provide one-time mobilization costs for the construction crews.
- c) Perform light clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (19,600 square feet).
- d) Clear, grub roots, and dispose of vegetation for a 15-foot wide access road to the site (not to exceed 100 feet in length).
- e) Provide a 15-foot wide access road (not to exceed 100 feet in length), including surface grading and graveling.
- f) Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 14,400 square feet).
- g) Supply and install gravel surfacing to a depth of 4 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 11,236 square feet).
- h) Provide the required silt fence around the compound to control soil erosion.
- i) Supply and install 8-foot high chain-link fencing with a 11-foot 8-inch wide gate and a 4-foot pedestrian gate around the shelter compound (not to exceed 400 linear feet) to be topped with barb wire. Fencing shall conform to RFP Section 11.4.2. Exact size and type of fencing to be determined with site construction drawing approval.
- j) Perform site touch up (fertilize, seed and straw) to disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvements that may be required by Fluvanna County have not been included.

Site Components Installation

- a) Construct one (1) reinforced concrete foundation necessary for a 11-foot 8-inch x 16-foot 6-inch shelter.
- b) Construct one (1) foundation for a 1000 gallon above ground Liquid Propane (LP) fuel tank in TIA/EIA-222 normal soil conditions.
- c) Construct one (1) foundation for the 50 kW generator with reinforcing steel necessary for foundations.
- d) Supply and install one (1) prefabricated concrete shelter (11-foot 8-inches x 16-foot 6-inches).
- e) Supply and install one (1) 1000-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator. A full fuel tank will be provided by Motorola upon site acceptance, unless Fluvanna County should decide to use the generator prior to that time.
- f) Supply and install fuel tank monitors on the tanks to monitor fuel level in tanks and run alarm wiring to the building located within 50 feet of the tank.
- g) Supply and install one (1) standby power generator (50 kW) located within 20 feet of the automatic transfer switch (ATS), including interconnection wiring between the generator, transfer switch, and site electrical service mains.

- h) Supply and install one (1) 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility. Purchase and install a six gang meter panel with each meter panel containing a separate disconnect.
- i) Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from a utility termination located within 200 cable feet of the shelter.
- j) Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- k) Conduct one (1) three-point ground resistance test of the site.
- l) Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 40 linear feet).

Tower Work

- a) Construct pier and pad type tower foundation including excavation, rebar and concrete (not to exceed 65 cubic yards).
- b) Erect new 300-foot class III self-supported tower, with FAA approved lighting equipment.
- c) Supply and install grounding for the tower base.

Antenna and Transmission Line Installation

- a) Install the following antennas and associated transmission line as required per the system design:
 - a. Three (3) antennas for the RF system on 6-foot side arms.
 - b. Two (2) GPS antennas.
 - c. Three (3) 6-foot microwave dishes
 - d. Three (3) ice shields for 6-foot microwave dishes.
- b) Perform sweep tests on transmission lines with County option to observe.
- c) Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
- d) Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

G.2.8.6.5 Site Development Work – Rt. 656 Site *This site is eliminated in entirety.*

Due to the height of the three new towers located at the Landfill, Lake area and Columbia School, the system design is modified to a six-tower system. This site is no longer necessary to meet Motorola's 95% service area reliability coverage guarantee.

Fluvanna County, VA Additional to Current Contract		
Adjust Sites: Rt 601 to Columbia School; Eliminate Rt 656		
A: Description Equipment	Move Rt 601 to Columbia School	Rt 656 (Morris)
Tower, lighting Foundation & Installation		n/a
Columbia School 300ft	\$ 133,400.00	
Tower Foundation & Installation	\$ 148,000.00	
Tower Lighting System	Included in tower price	
Additional to Current Contract; Tower, lighting Foundation & Installation Sub Total	\$ 281,400.00	n/a
B: Site Shelter, Equipment, Implementation, Antenna and Line Installation		
	Columbia School	Rt 656 (Morris)
Antenna & Line Installation (Additional to Current Contract)	\$ 7,000.00	
Equipment (12x16 shelter, generator & fuel tank) and Site Development	In current contract	(204,338.14)
RF Transceiver/Conventional Equipment *	In current contract	*
Radio System Integration Services (antenna & Line and equipment installation)	In current contract	(17,134.00)
Access Road/Stone Surfacing	Included in Site Development	n/a
Fencing	Included in Site Development	n/a
Additional to Current Contract; Site Shelter, Implementation, Antenna and Line Installation Sub Total	\$ 7,000.00	(221,472.14)
C: A & E Site Development and Integration Services		
	Columbia School	Rt 656 (Morris)
Site Design/Engineering- A & E/NEPA/construction drawings/boring **	\$ 27,020.00	(9,038.00)
Local Site Permitting/Regulatory/Licensing/ inspections	In current contract	(5,338.00)
Site Preparation, Development and Clearing	\$ 95,300.00	n/a
Additional to Current Contract; A & E, Site Development and Integration Services Sub total	\$ 122,320.00	(14,376.00)
D: Additional to Current Contract; Site Construction Coordination Management Supervisor and Project Management Sub Total	\$ 48,000.00	
Total Site Costs	\$458,720.00	(\$235,848.14)
Columbia School Site Total Additional to Project Cost	222,871.86	
Milestone Payments (See SOW Exhibit 2 for task details)		
	Columbia School	
20% "Site Engineering" completed	\$ 44,574.37	
40% "Site Preparation" and "Site Components Installation" completed	\$ 89,148.74	
40% "Tower Work" and "Antenna and Transmission Line Installation" completed	\$ 89,148.74	
Site Totals for payment milestones	\$ 222,871.86	
Contract Price Adjustments		
Original Contract Price	\$ 6,594,544.94	
Change Order #1: Landfill & Lake Towers	\$ 1,008,971.00	
Change Order #2: Columbia School Tower	\$ 222,871.86	
New Contract Price	\$ 7,826,387.80	
NOTES:		
* Equipment has already shipped for both 601 and 656 sites (with exception of microwave dishes, lines and frequency-dependent equipment), some of which can be transferred to the VFW site. With the new six-site constellation, the VFW site will now be part of the microwave loop instead of a spur configuration. As part of the loop, additional microwave equipment will be required. The cost of this equipment (\$96,704.06) is excluded on this change order and will be settled on the VFW site (CO#5).		
** Costs (approximately \$12,000) have been incurred on the Rt 656 site including Structural analyses, lease negotiations, tower load/construction drawings. Credit for this line item has been adjusted accordingly.		

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

Meeting Date:	June 15, 2016				
AGENDA TITLE:	E911 Radio Project: Change Order #3 – Additional Erosion & Sediment Control Tasks for Sheriff’s Office Tower Site				
MOTION(S):	I move the Board of Supervisors approve the “Third Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System” with Motorola Solutions, Inc., in the amount of \$ 73,458.05, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	C8	
	XX				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval of Change Order				
TIMING:	Immediate, to stay on schedule				
DISCUSSION:	<p>In accordance to the requirements by Fluvanna’s Erosion and Sediment Control inspection, the following tasks are out-of-scope from the contract’s Statement of Work (SOW). These tasks are specific to the Sheriff’s Office site terrain and could not be foreseen during the project planning phases. Thus, this change order requests Motorola to perform the following tasks:</p> <ul style="list-style-type: none"> • Clean water diversion dike • Storm water conveyance channel • Inlet/outlet protection & outlet replacement • Install 18” RCP storm water drainage pipe <p>Additional earthwork cuts and fills are necessary for the tower site development.</p>				
FISCAL IMPACT:	Change Order #3 adds \$73,458.05 to the project cost. The county will pay cash for this change order upon completion of the tasks.				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Third Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System with Exhibits				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX		

COUNTY OF FLUVANNA, VIRGINIA
THIRD AMENDMENT AND MODIFICATION TO THE COMMUNICATIONS
SYSTEM AGREEMENT FOR THE FLUVANNA PUBLIC SAFETY EMERGENCY
COMMUNICATIONS RADIO SYSTEM

This Third Amendment and Modification (“Amendment”) is made the ____ day of _____, 2016 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**Customer**”), and Motorola Solutions, Inc., a Delaware Corporation authorized to transact business in Virginia (“**Motorola**”), and amends and modifies the **COMMUNICATIONS SYSTEM AGREEMENT** between the Customer and Motorola dated June 25, 2015, as previously modified by:

- a) First Amendment and Modification dated the 27th day of May, 2016; and
- b) Second Amendment and Modification dated the ____ day of June, 2016.

The **COMMUNICATIONS SYSTEM AGREEMENT**, as amended and with all exhibits thereto, shall be referred to herein collectively as the “Agreement”).

WHEREAS, the parties wish to modify and amend the requirements of the Agreement as laid out herein and further wish to formalize their agreement by this Amendment to the Agreement hereby; and

THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **The Agreement:** All capitalized terms used herein shall have the same meaning as defined terms of the Agreement except as modified hereby or if the context requires otherwise.
2. **Exhibits:**
 - Exhibit 1– Change Order Form
 - Exhibit 2: Statement of Work (SOW) modifications to Section G.2.8.4 (Motorola responsibilities, site preparation section).
 - Exhibit 3: Detail Cost Adjustments for additional Erosion and Sediment Control requirements.

The foregoing exhibits shall be collectively referred to as “Exhibits.” The foregoing Exhibits are incorporated herein in their entirety by reference as material provisions of this Amendment.

3. **Modifications:**
 - a. Exhibit C-1 “Statement of Work” to the Agreement is modified as specifically stated in Exhibit 2 hereto; and other than Sections G.2.8.4 modified thereby, Exhibit C-1 “Statement of Work” to the Agreement remains in full force and effect.
 - b. Exhibits 1 and 2 hereto are incorporated as additional material provisions of Exhibit C “Technical and Implementation Documents” of the Agreement; and

hereafter the Agreement shall be modified so as to include Exhibits 1 and 2 as material additional “Technical and Implementation Documents.”

- c. The additional work, oversight, project management, site work, services, testing, installation, materials, towers, equipment, antennae, and other items required under this Amendment, and (a) and (b) *supra* shall be referred to herein as the “Additional Services.”
 - d. The Additional Services shall be included in the “System;” and hereafter the Agreement shall be modified to include the Additional Services as material additional parts of the “System.”
 - e. The Additional Services shall be included in the “Specifications;” and hereafter the Agreement shall be modified to include the Additional Services as material additional “Specifications.”
 - f. The Additional Services as part of the “System” shall be covered by any and all warranties and service coverage under the Agreement, including, but not limited to, those described in the Agreement itself and Exhibit C-6 “Service and Warranty” of the Agreement.
 - g. Exhibit C-3 “Performance Schedule” to the Agreement is modified as specifically stated in Exhibit 1 hereto; and other than as specifically modified thereby, Exhibit C-3 “Performance Schedule” to the Agreement remains in full force and effect.
- 4. Cost of the Modifications:** The total cost of the Additional Services is SEVENTY-THREE THOUSAND, FOUR HUNDRED FIFTY-EIGHT and 05/100 DOLLARS (\$73,458.05), which includes any and all costs of any modifications and requirements, but does not include any costs for time extensions or delays of any kind owing to or caused by the Additional Services. The costs for these Additional Services are detailed in **Exhibit 3**. This cost is in addition to the Contract Price under the original Agreement. The costs of the Additional Services are not subject to that Equipment Lease Purchase Agreement between the Customer and Motorola dated June 25, 2015 and instead will be paid in accordance with the attached **Exhibits 1 and 3**. Motorola shall submit an invoice to the Customer upon completion of the work required by **Exhibit 3**. Motorola will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work required under this Change Order by the Customer in its sole discretion. No invoice may be provided by Motorola to the Customer until the items or services purchased for this Change Order have been delivered to, inspected by and accepted by the Customer.

If there are any conflicts between the provisions of this Amendment (including the exhibits hereto) and the provisions of the Agreement, the provisions of this Amendment will prevail. Whenever possible this Amendment and the Agreement shall be read together. **Except as specifically amended hereby, the Agreement remains in full force and effect.**

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

Motorola Solutions, Inc.

Executed By:

Printed

Name:

Title:

Date:

Fluvanna County

Executed By:

Printed

Name:

Title:

Date:

Reviewed
by:

Motorola Solutions Project Manager

Date:

Reviewed
by:

Fluvanna County Project Manager

Date:

Approved as to Form:

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney

Change Order Number	3 (E&S Additions)
Date:	June 3, 2016
Project Name:	Fluvanna Public Safety Emergency Communications Radio System
Contract Name:	Communications System Agreement
Customer Name:	Fluvanna County
Contractor:	Motorola Solutions, Inc.
Customer Project Mgr:	Cheryl J. Elliott

Contract # MSI-12-15FCBOS **Contract Date:** June 25, 2015

This Change Order is attached to and made a material part of that Third Amendment and Modification to the Communications System Agreement between the County of Fluvanna and Motorola Solutions, Inc. (the “Amendment”).

- Definitions:** Other Exhibits to the Amendment which are referred to herein:
- Exhibit 1: Change Order Form
 - Exhibit 2: Statement of Work (SOW) modifications to Section G.2.8.4 (Motorola responsibilities, site preparation section).
 - Exhibit 3: Detail Cost Adjustments for additional Erosion and Sediment Control requirements.

The purpose of this Change Order is to:

Overage is due to out-of-scope items required by Fluvanna’s Erosion and Sediment Control permitting process, including site development changes, storm water controls and additional site fill requirements. This change order includes:

- Clean water diversion dike
- Storm water conveyance channel
- Inlet/outlet protection & outlet replacement
- 18” RCP storm water drainage pipe
- Additional Earthwork cuts/fills for tower complex

In accordance with the terms and conditions of the contract identified above between Fluvanna County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments:	
Original Contract Price*:	\$ 6,594,544.94
Previous Change Order amounts:	\$ 1,231,842.86
This Change Order #3 Cost:	\$ 73,458.05
New Contract Price:	\$7,899,845.85

*The Original Contract Price of \$6,594,544.94 was paid pursuant to an Equipment Lease-Purchase Agreement between Fluvanna County as Lessee and the Contractor as Lessor. The total paid under the Original Contract pursuant to that Equipment Lease-Purchase Agreement dated June 25, 2016 including principal and interest was \$7,513,345.00. Change Order #1 (First Amendment and Modification dated May 27, 2016) added \$1,008,971 to the project cost. Change Order #2 (Second Amendment and Modification dated _____, 2016) added \$222,871.86 to the project cost.

The cost of the additional work occasioned by this Change order #3 will not be added to or subject to that Equipment Lease-Purchase Agreement and the County will pay the Change Order #3 Cost of SEVENTY-THREE THOUSAND, FOUR HUNDRED FIFTY-EIGHT and 05/100 DOLLARS (\$ 73,458.05), pursuant to the terms of the Amendment.

Completion Date Adjustments:	
Original Completion Date:	December 2016
Current Completion Date prior to this Change Order:	December 2016
New Completion Date:	TBD

Changes in Equipment:
<i>Any additional materials are included in "Changes in Services" section below.</i>

Changes in Services:
<p>In accordance to the requirements by Fluvanna’s Erosion and Sediment Control inspection, the following tasks are out-of-scope items. This change order requests Motorola to perform the following tasks:</p> <ul style="list-style-type: none"> • Clean water diversion dike • Storm water conveyance channel • Inlet/outlet protection & outlet replacement • Install 18” RCP storm water drainage pipe <p>Due to the terrain at this site, additional earthwork cuts and fills are necessary for the tower site development. A cost adjustment is included herein. <i>Please refer to Exhibit 2 for details.</i></p>

Schedule Changes:
These tasks are included in the site development timeline for the Sheriff’s Office site. This change order does not cause any additional extensions to the Performance Schedule (<i>Exhibit C-3 to the "Communications System Agreement" dated June 25, 2015</i>).

Pricing Changes:
Costs for this change order shall be billed to the County in full, upon completion of the tasks. <i>See attached pricing spreadsheet in Exhibit 3 for details.</i>

Customer Responsibilities:

Please refer to Exhibit C-1 "Statement of Work" to the Communications System Agreement dated June 25, 2015 and any subsequent SOW updates for customer responsibilities.

Payment Schedule for this Change Order:

The County will pay cash for this change order upon submission of an invoice upon completion of all tasks in this Change Order. Motorola will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work required under this Change Order by Fluvanna in its sole discretion.

See attached pricing spreadsheet in Exhibit 3 for details.

Except as specifically modified hereby, all other terms and conditions of the Contract as previously amended by that First Amendment and Modification dated the 27th day of May, 2016 and that Second Amendment and Modification dated the ___ day of June, 2016, are hereby ratified and shall remain in full force and effect.

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

Reviewed by: _____
Fluvanna County Project Manager

Date: _____

Fluvanna County Public Safety Radio Project Additional Erosion and Sediment Control (E&S) Tasks

This section adds to Section G.2.8.4 Motorola Responsibilities, Site Preparation at Sheriff's Office site of the Contract SOW. The rest of the SOW document as modified by any previous amendments or modifications thereto remains in effect.

Site Development Statement of Work (SOW) – Additional E&S tasks and additional earthworks cuts/fill for Sheriff's Office Tower site

G.2.8.4 Site Development at Sheriff's Office Site

Motorola Responsibilities:

Site Preparation

Items a) – j) remain in effect. This SOW adds these additional tasks:

- k) Perform permitting Storm Water Controls: Clean Water Diversion Dike, Storm water conveyance channel, inlet/outlet protection & outlet replacement, and install 18" RCP storm water drainage pipe.

Fluvanna County: Additional E&S Requirements

A: Equipment Description & Integration Services	SO Site
Earth Cuts plus site fills (Dirt)	\$ 42,812.79
Storm Water Controls: Clean Water Diversion Dike, Storm water conveyance channel, inlet/outlet protection & outlet replacement, 18" RCP storm water drainage pipe	\$ 30,645.26

Total additional E&S requirements costs	\$ 73,458.05
----------------------------------------------------	---------------------

Milestone Payments -- Invoice total at completion	
20% Details due	n/a
40% Details due	n/a
40% Details due	n/a
Total Milestone Payments	

Contract Price Adjustments	
Original Contract Price	\$ 6,594,544.94
Change Order #1: Landfill & Lake Towers	\$ 1,008,971.00
Change Order #2: Columbia School Tower	\$ 222,871.86
Change Order #3: E&S Requirements	\$ 73,458.05
New Contract Price	\$ 7,899,845.85

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

Meeting Date:	June 15, 2016				
AGENDA TITLE:	E911 Radio Project: Change Order #4 – R56 Pre-Audit and Corrective Actions for E911 Center/Master Site				
MOTION(s):	<p>I move the Board of Supervisors approve the “Fourth Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System” with Motorola Solutions, Inc., in the amount of \$ 70,830.00, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	C8	
	XX				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval of Change Order				
TIMING:	Immediate, to stay on schedule				
DISCUSSION:	<p>The R56 Standard is how Motorola judges the environment for their equipment. Failure to meet this standard won't invalidate the warranties of our new equipment; however, if we fail to make identified corrections and the equipment fails because of those deficiencies, the warranties will not cover the failures. Thus, it behooves the County to make the corrections and upgrades.</p> <p>The Contract SOW provides for an R56 Audit <u>after</u> installation of the radio system. Anticipating a number of needed upgrades to the electrical system at the Sheriff's Office Building, the Radio Team requested Motorola to perform a pre-audit.</p> <p>The pre-audit included:</p> <ul style="list-style-type: none"> • Logistics, labor and tools to perform R56 audit • Provide R56 Audit Report, complete with photos and descriptions of any found deficiencies • Provide a proposal to repair the identified deficiencies, as described in the R56 audit report <p>The onsite pre-audit was performed on February 1, 2016 and the R56 Pre-Audit Report was submitted on April 1, 2016. Both are attached here as Exhibit 4. This site failed on 70% of the areas audited.</p> <p>The identified deficiencies must be corrected prior to installation of the new radio CORE equipment and the new dispatch console equipment. The proposal to repair</p>				

	the identified deficiencies (as enumerated in Exhibit 4) includes: <ul style="list-style-type: none"> • External Grounding • Internal Grounding • Power Sources mapping • Transient Voltage Surge Suppression 				
FISCAL IMPACT:	Change Order #4 adds \$70,830.00 to the project cost. The county will pay cash for this change order upon completion of the tasks.				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Fourth Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System with Exhibits				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX		

COUNTY OF FLUVANNA, VIRGINIA
FOURTH AMENDMENT AND MODIFICATION TO THE COMMUNICATIONS
SYSTEM AGREEMENT FOR THE FLUVANNA PUBLIC SAFETY EMERGENCY
COMMUNICATIONS RADIO SYSTEM

This Fourth Amendment and Modification (“Amendment”) is made the ____ day of _____, 2016 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**Customer**”), and Motorola Solutions, Inc., a Delaware Corporation authorized to transact business in Virginia (“**Motorola**”), and amends and modifies the **COMMUNICATIONS SYSTEM AGREEMENT** between the Customer and Motorola dated June 25, 2015, as previously modified by:

- a) First Amendment and Modification dated the 27th day of May, 2016;
- b) Second Amendment and Modification dated the ____ day of June, 2016; and
- c) Third Amendment and Modification dated the ____ day of June, 2016.

The **COMMUNICATIONS SYSTEM AGREEMENT**, as amended and with all exhibits thereto, shall be referred to herein collectively as the “Agreement”).

WHEREAS, the parties wish to modify and amend the requirements of the Agreement as laid out herein and further wish to formalize their agreement by this Amendment to the Agreement hereby; and

THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **The Agreement:** All capitalized terms used herein shall have the same meaning as defined terms of the Agreement except as modified hereby or if the context requires otherwise.
2. **Exhibits:**
 - Exhibit 1: Change Order Form
 - Exhibit 2: Statement of Work (SOW) modifications to Section G.2.12 (Audit and Acceptance Testing) to add two sections: Section G.2.12.1.1 (Perform R56 Pre-Audit) and Section G.2.12.1.2 (Perform Corrective Actions for R56 Pre-Audit Deficiencies)
 - Exhibit 3: Detail Cost Adjustments for R56 Pre-Audit and Corrective Actions; Credit for exchanging below-ground Propane Tanks for above-ground tanks
 - Exhibit 4: Pre-R56 Audit Report

The foregoing exhibits shall be collectively referred to as “Exhibits.” The foregoing Exhibits are incorporated herein in their entirety by reference as material provisions of this Amendment.

3. **Modifications:**
 - a. Exhibit C-1 “Statement of Work” to the Agreement is modified as specifically stated in Exhibit 2 hereto; and other than Section G.2.12.1.1 and Section

G.2.12.1.2 added thereby, Exhibit C-1 “Statement of Work” to the Agreement remains in full force and effect.

- b. Exhibits 1, 2 and 4 hereto are incorporated as additional material provisions of Exhibit C “Technical and Implementation Documents” of the Agreement; and hereafter the Agreement shall be modified so as to include Exhibits 1, 2 and 4 as material additional “Technical and Implementation Documents.”
 - c. The additional work, oversight, project management, site work, services, testing, installation, materials, towers, equipment, antennae, and other items required under this Amendment, and (a) and (b) *supra* shall be referred to herein as the “Additional Services.”
 - d. The Additional Services shall be included in the “System;” and hereafter the Agreement shall be modified to include the Additional Services as material additional parts of the “System.”
 - e. The Additional Services shall be included in the “Specifications;” and hereafter the Agreement shall be modified to include the Additional Services as material additional “Specifications.”
 - f. The Additional Services as part of the “System” shall be covered by any and all warranties and service coverage under the Agreement, including, but not limited to, those described in the Agreement itself and Exhibit C-6 “Service and Warranty” of the Agreement.
 - g. Exhibit C-3 “Performance Schedule” to the Agreement is modified as specifically stated in Exhibit 1 hereto; and other than as specifically modified thereby, Exhibit C-3 “Performance Schedule” to the Agreement remains in full force and effect.
- 4. Cost of the Modifications:** The total cost of the Additional Services is SEVENTY THOUSAND, EIGHT HUNDRED THIRTY and NO/100 DOLLARS (\$70,830.00), which includes any and all costs of any modifications and requirements, but does not include any costs for time extensions or delays of any kind owing to or caused by the Additional Services. The costs for these Additional Services are detailed in **Exhibit 3**. This cost is in addition to the Contract Price under the original Agreement. The costs of the Additional Services are not subject to that Equipment Lease Purchase Agreement between the Customer and Motorola dated June 25, 2015 and instead will be paid in accordance with the attached **Exhibits 1 and 3**. Motorola shall submit an invoice to the Customer upon completion of the work required by **Exhibit 3**. Motorola will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work required under this Change Order by the Customer in its sole discretion. No invoice may be provided by Motorola to the Customer until the items or services purchased for this Change Order have been delivered to, inspected by and accepted by the Customer.

If there are any conflicts between the provisions of this Amendment (including the exhibits hereto) and the provisions of the Agreement, the provisions of this Amendment will prevail. Whenever possible this Amendment and the Agreement shall be read together. **Except as specifically amended hereby, the Agreement remains in full force and effect.**

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

Motorola Solutions, Inc.

Executed By:

Printed

Name:

Title:

Date:

Fluvanna County

Executed By:

Printed

Name:

Title:

Date:

Reviewed by:

Motorola Solutions Project Manager

Date:

Reviewed by:

Fluvanna County Project Manager

Date:

Approved as to Form:

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney

Change Order Number 4 (R56 Pre-Audit & Corrections)

Date: June 3, 2016

Project Name: Fluvanna Public Safety Emergency Communications Radio System

Contract Name: Communications System Agreement

Customer Name: Fluvanna County

Contractor: Motorola Solutions, Inc.

Customer Project Mgr: Cheryl J. Elliott

Contract # MSI-12-15FCBOS

Contract Date: June 25, 2015

This Change Order is attached to and made a material part of that Fourth Amendment and Modification to the Communications System Agreement between the County of Fluvanna and Motorola Solutions, Inc. (the “Amendment”).

Definitions: Other Exhibits to the Amendment which are referred to herein:

Exhibit 1: Change Order Form

Exhibit 2: Statement of Work (SOW) modifications to Section G.2.12 (Audit and Acceptance Testing) to add two sections: Section G.2.12.1.1 (Perform R56 Pre-Audit) and Section G.2.12.1.2 (Perform Corrective Actions for R56 Pre-Audit Deficiencies)

Exhibit 3: Detail Cost Adjustments for R56 Pre-Audit and Electrical Modifications; Credit for exchanging below-ground Propane Tanks for above-ground tanks

Exhibit 4: Pre-R56 Audit Report

The purpose of this Change Order:

The County had Motorola perform a pre-R56 audit of the E911 Center to ascertain if the Center complies with R56 Standards and Guidelines for Communications Sites. See Exhibit 4 for the resulting report which is incorporated herein by reference.

This Change Order requires Motorola to repair/upgrade the deficiencies deemed required by the project team, as described in Exhibit 2 and 4 to the Amendment.

Further, Motorola is to install above-ground propane tanks at all the tower sites to fuel the generators instead of the original Contract’s requirement for below-ground tanks. The pricing sheet shows a credit of \$11,240 to reflect this modification. The cost of this Amendment is net of this credit.

In accordance with the terms and conditions of the contract identified above between Fluvanna County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments:	
Original Contract Price*:	\$ 6,594,544.94
Previous Change Order amounts*:	\$ 1,305,300.91
This Change Order #4 Cost:	\$ 70,830.00
New Contract Price:	\$ \$7,970,675.85

*The Original Contract Price of \$6,594,544.94 was paid pursuant to an Equipment Lease-Purchase Agreement between Fluvanna County as Lessee and the Contractor as Lessor. The total paid under the Original Contract pursuant to that Equipment Lease-Purchase Agreement dated June 25, 2016 including principal and interest was \$7,513,345.00. Change Order #1 (First Amendment and Modification dated May 27, 2016) added \$1,008,971 to the project cost. Change Order #2 (Second Amendment and Modification dated June ____, 2016) added \$222,871.86 to the project cost. Change Order #3 (Third Amendment and Modification dated June ____, 2016) added \$73,458.05 to the project cost.

The cost of the additional work occasioned by this Change order #4 will not be added to or subject to that Equipment Lease-Purchase Agreement and the County will pay the Change Order #4 Cost of SEVENTY THOUSAND, EIGHT HUNDRED THIRTY and NO/100 DOLLARS (\$ 70,830.00), pursuant to the terms of the Amendment.

Completion Date Adjustments:	
Original Completion Date:	December 2016
Current Completion Date prior to this Change Order:	December 2016
New Completion Date:	TBD

Changes in Equipment:
<i>Any additional materials are included in "Changes in Services" section below.</i>

Changes in Services:
<p>The Contract SOW provides for an R56 Audit after installation of the radio system. Anticipating a number of necessary upgrades to the electrical system at the Sheriff's Office Building, the Radio Team requested Motorola to perform a pre-audit.</p> <p>The pre-audit included:</p> <ul style="list-style-type: none"> • Logistics, labor and tools to perform R56 audit • Provide R56 Audit Report, complete with photos and descriptions of any found deficiencies • Provide a proposal to repair the identified deficiencies, as described in the R56 audit

report

The onsite pre-audit was performed on February 1, 2016 and the R56 Pre-Audit Report was submitted on April 1, 2016. Both are attached here as Exhibit 4.

The identified deficiencies of Exhibit 4 and also as summarized in Exhibit 2 to the Amendment must be corrected prior to installation of the new radio CORE equipment and the new dispatch console equipment and Motorola shall correct the same as Additional Services under this Amendment. Motorola will repair the identified deficiencies as enumerated in Exhibits 2 and 4, which includes, but is not limited to,:

- External Grounding
- Internal Grounding
- Power Sources mapping
- Transient Voltage Surge Suppression

Please refer to Exhibits 2 and 4 for extended details.

Schedule Changes:

This change order does not cause any additional extensions to the Performance Schedule (*Exhibit C-3 to the “Communications System Agreement” dated June 25, 2015*), but will be performed in the timeline of the Dispatch Center renovations in June-August, 2016.

Pricing Changes:

Costs for this change order shall be billed to the County in full, upon completion of the tasks. *See attached pricing spreadsheet in Exhibit 3 for details.*

Customer Responsibilities:

Please refer to Exhibit C-1 “Statement of Work” to the Communications System Agreement dated June 25, 2015 and any subsequent SOW updates for customer responsibilities.

Payment Schedule for this Change Order:

The County will pay cash for this change order upon submission of an invoice upon completion of all tasks in this Change Order. Motorola will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work required under this Change Order by Fluvanna in its sole discretion.

See attached pricing spreadsheet in Exhibit 3 for details.

Except as specifically modified hereby, all other terms and conditions of the Contract as previously amended by that First Amendment and Modification dated the 27th day of May, 2016, that Second Amendment and Modification dated the ___ day of June, 2016, and that Third Amendment and Modification dated the ___ day of June, 2016, are hereby ratified and shall remain in full force and effect.

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

Reviewed by: _____ Date: _____
Fluvanna County Project Manager

Fluvanna County Public Safety Radio Project

Perform R56 Pre-Audit and Repair of Identified Deficiencies

This section modifies Section G.2.12 (Audit and Acceptance Testing) of the Contract SOW to add Section G.2.12.1.1 to perform a pre-audit and Section G.2.12.1.2 to perform corrective actions for pre-audit identified deficiencies. The rest of the SOW document as modified by any previous amendments or modifications thereto remains in effect.

G.2.12 Audit and Acceptance Testing

G.2.12.1 Perform R56 Installation Audit – *This section will be performed after the equipment is completely installed. This section has not been modified.*

Motorola Responsibilities:

- a) Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- b) Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).
- c) Provide original and summarized audit results to Fluvanna County.
- d) If required, perform corrective actions for the Motorola deficiencies as specified in the report.

Fluvanna County Responsibilities:

- a) Provide access/escort to the sites.
- b) Review site evaluation report.
- c) Provide corrective actions for the Fluvanna County deficiencies as specified in the report.

Completion Criteria:

- a) All R56 audits completed successfully.

G.2.12.1.1 Perform R56 Pre-Audit

Motorola Responsibilities:

- a) Logistics, labor and tools to perform R56 audit.
- b) Provide R56 Audit Report, complete with photos and descriptions of any found deficiencies.
- d) Provide a proposal to repair the identified deficiencies, as described in the R56 audit report.

- e) Provide corrective actions for the Fluvanna County deficiencies as specified in the report.

Fluvanna County Responsibilities:

- a) Provide access/escort to the sites.
- b) Review site evaluation report and approve corrections.

Completion Criteria:

- a) All R56 audits completed successfully.

G.2.12.1.2 Perform Corrective Actions for R56 Pre-Audit Deficiencies

Motorola Responsibilities:

- a) Perform corrective actions for the Fluvanna County deficiencies, as defined in the R56 Pre-Audit Report dated February 1, 2016, including:
 - 1. External Grounding
 - 2. Internal Grounding
 - 3. Power sources: Map power sources for equipment room and dispatch areas.
 - 4. Transient Voltage Surge Suppression

Fluvanna County Responsibilities:

- a) Provide access/escort to the sites.

Completion Criteria:

- a) All R56 corrections completed successfully.

Fluvanna County: R56 Corrections

A: Equipment Description & Integration Services	SO Site
R56 Pre-Audit	\$ 2,290.00
R56 Corrections:	
External Grounding	\$ 20,718.00
Internal Grounding	\$ 39,893.00
Power Sources	\$ 7,714.00
Transient Voltage Surge Suppression	\$ 11,455.00
Sub-Total R56 Pre-Audit and Corrections Costs	\$ 82,070.00

B: Credits	
Change LP tank requirements from below ground to above ground on all tower sites	\$ (11,240.00)

TOTAL Cost additions to project	\$ 70,830.00
----------------------------------------	---------------------

Milestone Payments -- Invoice total at completion	
20% Details due	n/a
40% Details due	n/a
40% Details due	n/a
Total Milestone Payments	

Contract Price Adjustments	
Original Contract Price	\$ 6,594,544.94
Change Order #1: Landfill & Lake Towers	\$ 1,008,971.00
Change Order #2: Columbia School Tower	\$ 222,871.86
Change Order #3: E&S Requirements	\$ 73,458.05
Change Order #4: R56 Corrections	\$ 70,830.00
New Contract Price	\$ 7,970,675.85

		Customer Responsibility			
DESCRIPTION	Failed	Reference	Addressed by Motorola Install	Quote/Estimate	Comments
2 BUILDING DESIGN AND INSTALLATION					
d.	Transmission line entry ports, holes or openings which penetrate the outer surface of the building have been properly sealed.	X	Paragraph 3.7.1		Conduits entering the equipment room thru the floor have not been sealed as required.
3 EXTERNAL GROUNDING				\$20,718.00	Optional. N/A if fiber used from New Site/Building and antennas mounted on New Site/Building and not old tower on side building
a.	An External Ground Bus bar (EGB) of suitably sized material is properly installed at the transmission line entry point.	X	Paragraph 4.4.3	X	There is currently no EGB installed at RF transmission line entry to building.
b.	The EGB grounding electrode conductor has been properly installed.	X	Paragraph 4.4.3	X	There is currently no EGB grounding electrode conductor installed.
d.	Each transmission line outer shield is properly bonded to the tower or TGB at the transition of the vertical transmission line run with a weather sealed transmission line grounding kit.	X	Paragraph 4.7.9		The RF transmission lines are currently not bonded to the tower or tower ground bus bar at the horizontal transition to the building.
e.	Each transmission line outer shield is properly bonded to the EGB with a weather sealed transmission line grounding kit.	X	Paragraph 4.7.9		The RF transmission lines are not bonded to an EGB at the entry to the building.
f.	The tower is properly bonded with the required number grounding conductors.	X	Paragraphs 4.7.6 & 4.9	X	The antenna support structure is not bonded with the required number of bonding conductors. The conductor that is attached does not appear to have been connected to the building grounding electrode system or the connection may have been compromised.
n.	Generator and support skids have been properly bonded as required.	X	Paragraphs 4.7.7.1 & 6.9.7	X	The generator is bonded to a single ground rod and not the building grounding electrode system as required.
o.	Items listed below are properly bonded to the grounding electrode system as required.		Paragraph 4.7.10		
o.1	Metallic entry ports	X	Paragraph 4.7.10	X	The metallic RF entry conduit has not been bonded.
o.2	Cable conduits or raceways	X	Paragraph 4.7.10	X	3.o.2. The metallic RF entry conduit has not been bonded.
o.3	Metallic piping (water, gas, electrical conduits, etc..)	X	Paragraph 4.7.10	X	3.o.3. The electrical conduits and mechanical piping within the fenced compound has not been bonded.
o.4	Air conditioner units	X	Paragraph 4.7.10	X	3.o.4. The air conditioning units within the fenced compound have not been bonded.
o.10	Metallic structures for antenna supports, light fixtures, etc.	X	Paragraphs 4.7.6.3 & 4.7.10	X	3.o.10. The metallic antenna structure has not been bonded as required.
r.	Bonding surfaces for lugs and clamps are free of paint and corrosion and a conductive anti-oxidant compound has been applied.	X	Paragraphs 4.5.4 & 4.6.1	X	3.r. The connection of the bonding conductor to the antenna support structure does not have anti-oxidant compound installed and is showing signs of corrosion.
u.	Grounding conductors are routed as straight as possible and protected from physical damage as required.	X	Paragraph 4.4.2.3	X	3.u. The antenna structure grounding electrode conductor has not been installed within raceway as required to protect from physical damage.
4 INTERNAL GROUNDING				\$39,893	
b.	The MGB grounding electrode conductor has been properly bonded and routed towards the grounding electrode system.	X	Paragraph 5.3.1.3	X	4.b. The MGB grounding electrode contains bends that exceed the minimum bend radius.
c.	All conductors connections to the MGB follow approved connection methods.	X	Paragraphs 5.4.3	X	4.c. There are multiple connections to the MGB made utilizing mechanical connections. Irreversible crimp or exothermic welding connections are required.
g.	Where required an Internal Perimeter Ground Bus (IPGB) is properly installed.	X	Paragraph 5.3.7	X	The IPGB conductor contains bends that exceed the minimum bend radius requirements. The spacing between supports is greater than the maximum spacing allowed.

		Customer Responsibility				
DESCRIPTION		Failed	Reference	Addressed by Motorola Install	Quote/Estimate	Comments
h.	Only ancillary equipment is bonded to the IPGB.	X	Paragraph 5.3.7	X		4.h. There are currently (3) equipment racks bonded to the IPGB conductor, routed above ceiling then re-enters the room above the cable tray.
i.	Each ancillary support apparatus is properly bonded to the IPGB, MGB, or SSGB.	X	Paragraphs 5.4.1 & 5.5.1.6	X		4.i. Most ancillary support apparatus have not been bonded the bond/grounding system.
j.	Items listed below are properly bonded to the MGB, SSGB, or IPGB by the approved connection methods.		Paragraph 5.4.1			
j.1	Piping systems	X	Paragraphs 5.5.1.6 & 5.5.1.7	X		4.j.1. The electrical conduits by the UPS unit and Mini Split AC Unit have not been bonded as required.
j.4	Ceiling grids	X	Paragraph 5.8.3.2			4.j.4. The ceiling grids in the equipment and dispatch areas have not been bonded as required.
j.5	Raised equipment floor support structure at the proper intervals.	X	Paragraphs 5.4.2 & 5.8.3.2	X		4.j.5. The raised floor support structure has not been bonded as required at the proper intervals. The connection to the raised floor is made to a conductor from within the slab. This conductor is at a different ground potential than the conductor derived at the MGB location and used for all other existing dispatch area bonding connections.
m.	Primary telephone, control, and data network circuit SPDs are properly installed bonded to the MGB or SSGB as required.	X	Paragraph 5.5.1.8.2	X		4.m. Primary Telco, Data System SPDs bonding conductors are daisy chained from one device to another and not connected to the MGB or SSGB as required.
n.	RF transmission line SPDs are bonded to the MGB or a separate equipment area SSGB as required.	X	Paragraph 5.5.1.8.1	X		4.n. RF transmission lines enter at multiple locations above cable tray. A ground bus conductor has been installed within the cable tray to bond the SPD's. However this conductor does not meet the required clearances from other conductors and bend radius requirements.
o.	Cable runways are bonded to the MGB or SSGB as required.	X	Paragraph 5.5.1.5	X		4.o. The cable tray has not been bonded to the MGB as required.
q.	Ground bus conductors and their extensions are sized as required.	X	Paragraphs 5.3.5 & 5.3.6	X		The ground bus conductor within the cable tray and to the dispatch area does not meet the minimum size required due to conductor length.
s.	Bonding connections to a ground bus or its extensions have been properly insulated as required.	X	Paragraph 5.3.4	X		4.s. The bonding connections to the ground bus conductor have not been insulated as required.
t.	Cabinets have been properly bonded back to the MGB, SSGB or ground bus by approved methods.	X	Paragraph 5.5.1.4	X		4.t. Cabinets have not been bonded as required.
u.	Racks have been properly bonded back to the MGB, SSGB or ground bus by approved methods.	X	Paragraph 5.5.1.4	X		4.u. Racks have not been bonded as required. Some racks have been bonded to the IPGB conductor via #6 conductor above drop ceiling.
v.	Any RGB located within a cabinet or rack is properly bonded back to the MGB, SSGB or ground bus as required.	X	Paragraph 5.3.3	X		RGB have not been bonded back as required. Minimum conductor sizing and bend radius requirements have not been followed.
w.	Individual system component chassis equipment is properly bonded as required.	X	Paragraph 5.5.1.3	X		4.w. Many individual system component chassis have not been bonded.
x.	Secondary telephone, control, and data network circuit SPDs are properly installed and bonded back to MGB or SSGB as required.	X	Paragraphs 5.5.1.8.3 & 5.8.3.1	X		4.x. Secondary telephone, data, and control circuit SPDs are not bonded to MGB or SSGB as required. The secondary SPDs at the CEB location are bonded to the rack ground conductor.
y.	All required control center and dispatch equipment is properly bonded back to the MGB, SSGB, or ground bus conductor as required.	X	Paragraph 5.8.3			4.y. Control center and dispatch equipment has not been bonded as required. (Was informed by customer that dispatch area is to be altered with new furniture, equipment and floor plan.) Detailed deficiencies have not been recorded.
5	POWER SOURCES				\$7,714.00	Mapping/label
a.	Circuit breakers are labeled to identify the receptacle outlet they are protecting.	X	Paragraph 6.2.6	X		5.a. Most circuit breakers have been labeled, but there are a few that have not.

		Customer Responsibility				
DESCRIPTION		Failed	Reference	Addressed by Motorola Install	Quote/Estimate	Comments
c.	Outlet boxes are permanently marked to identify their assigned circuit breakers and panels.	X	Paragraph 6.2.10	X		5.c. Several receptacles have not been labeled with the branch circuit or panel identified.
f.	Each critical piece of equipment has a dedicated branch circuit and dedicated simplex receptacle.	X	Paragraph 6.2.10			5.f. Power poles have been utilized, each power pole has multiple receptacles on the same circuit installed.
g.	Power receptacles are installed by the equipment load as required.	X	Paragraph 6.2.10			5.g. Receptacles have not been installed by the equipment load as required, multiple power strips are installed.
h.	Extension cords including temporary outlet strips are not used in the final installation.	X	Paragraph 6.2.9			5.h. There are multiple power strips installed in the final installation.
j.	AC power receptacle outlets and strips are of the proper type and securely mounted off the floor.	X	Paragraph 6.2.11			5.j. There are multiple power strips installed in the final installation. Many of these strips do not meet the minimal requirements. Some are laying on the floor or supported with cable ties.
w.	A dedicated electrical circuit has been provided at the generator.	X	Paragraph 6.9.4			5.w. There was no dedicated service receptacle circuit found at the generator location, nor in the fenced compound of the generator and HVAC equipment.

	Customer Responsibility				
DESCRIPTION	Failed	Reference	Addressed by Motorola Install	Quote/Estimate	Comments
6	TRANSIENT VOLTAGE SURGE SUPPRESSION			\$11,455.00	
a.	A Type 1 SAD/MOV surge protection device (SPD) is installed as required.	X	Paragraph 7.4.1	X	6a. There is currently a SPD device installed at the MDP panel (Type 1) location. This device appears to be a Type 2 device and is not listed on the approved products list. The location of the device does not provide adequate serviceability and will also have degraded performance due to distance and bends of conductors supplying device.
b.	A Type 2 MOV surge protection device (SPD) is installed as required.	X	Paragraph 7.4.1	X	6.b. There is currently no Type 2 SPD installed at the main disconnect location as required.
c.	Primary SPDs for telephone circuits are installed as required.	X	Paragraph 7.5	X	6.c-h. Telco, data, control SPDs Multiple devices are bonded with daisy chained conductor. Secondary SPDs by CEB location have been bonded to rack ground conductor instead of MGB, SSGB, or ground bus conductor as required. It appears that multiple locations do not have SPDs installed as required.
d.	Secondary SPDs for telephone circuits are installed as required.	X	Paragraph 7.5	X	
e.	Primary SPDs for control circuits are installed as required.	X	Paragraph 7.5	X	
f.	Secondary SPDs for control circuits installed as required.	X	Paragraph 7.5	X	
g.	Primary SPDs for data network circuits are installed as required.	X	Paragraph 7.5	X	
h.	Secondary SPDs for data network circuits are installed as required.	X	Paragraph 7.5	X	
i.	All RF transmission lines, including unused spares, have coaxial RF type SPDs properly installed as required.	X	Paragraph 7.6	X	6.i. RF transmission lines SPDs are installed within cable tray at multiple locations by cable entry to the room. They are not installed within the maximum 24" of cable length from entry, at least one cable coils in the cable tray before the SPD. The SPDs also need isolated from the cable tray, at least one device is tied to the cable tray.
7	EQUIPMENT INSTALLATION				
a.	Equipment spacing and aisle widths conform to guidelines.	X	Paragraph 9.3		7.a. The required equipment spacing and aisle width has not been maintained within the equipment room area.
e.	Cabinets and racks are secured as required.	X	Paragraphs 9.6		7.e. Cabinets and racks have not been secured as required. Some are not bolted to the floor and/or to adjoining racks.
f.	Cables and cable groups of different function maintain a minimum 5 cm (2 in.) separation as required.	X	Paragraph 9.9.1.5		7.f. Cables of different cable groups do not meet the minimum separation requirements within cable trays and rack management.
g.	RF cables meet or exceed minimum bending radius requirements.	X	Paragraphs 9.9.1.4 & 9.9.8		7.g. RF cables do not meet the minimum bend requirement at the entry to the building within the 2" conduit weather head.
i.	Proper cable lengths are used.	X	Paragraph 9.9.1.2		7.i. Multiple cables are coiled within cable trays and equipment racks.
j.	Cables are properly secured at the required intervals.	X	Paragraph 9.9		7.j. Cables have not been supported and secured at required intervals.
k.	AC power conductors installed on cable runway systems meet installation requirements.	X	Paragraphs 3.10.4 & 9.9.4		7.k. There is a power injector tied within the cable tray, the AC power cord is tied to the fiber inner duct and ground conductor.
l.	Cables are properly identified with a standard, double-ended system.	X	Paragraph 9.9.12		7.l. Most cables have not been identified with double ended identification system.
m.	Distribution frame wiring conforms to the proper punch-down or wire-wrap techniques.	X	Paragraph 9.9.11		7.m. Multiple cross connects are pulled across face of punch blocks and not dressed properly.
n.	CAT-5 cables maintain the proper separation from AC power cables.	X	Paragraph 9.9.6.4		7.n. Cat 5 cables do not maintain the proper separation from AC power conductors.
o.	CAT-5 cables do not have any sharp bends.	X	Paragraph 9.9.6.5		7.o. Cat 5 conductors at multiple termination locations contain sharp bends.
p.	CAT-5 cables meet all other installation requirements.	X	Paragraph 9.9.6		7.p. Cat 5 cables have been coiled at several locations, adequate support has not been provided, and separation of cable groups types have not been provided.
q.	Cables installed below raised flooring systems are properly installed.	X	Paragraphs 3.10.2 & 9.9		7.q. Cables have not been supported and secured as required under raised floor.
r.	Cables installed above suspended ceilings are properly installed.	X	Paragraph 9.9.3.3		7.r. Cables have not been supported and secured as required above drop ceiling. Some cables are laying on the ceiling grid and tiles.

	Customer Responsibility				
DESCRIPTION	Failed	Reference	Addressed by Motorola Install	Quote/Estimate	Comments

Definitions:

<u>Bonding</u> : The permanent joining of metallic parts to form an electrically conductive path that ensures electrical continuity and the capacity to safely conduct any current likely to be imposed.
<u>IPGB</u> : Internal Perimeter Ground Bus (i.e. the "Halo")
<u>MGB</u> : Master Ground Bus Bar
<u>Raceway</u> : An enclosed channel of metal or nonmetallic materials designed expressly for holding wires, cables or busbars, with additional functions as permitted in this Code. Raceways include, but are not limited to, rigid metal conduit, rigid nonmetallic conduit, intermediate metal conduit, liquidtight flexible conduit, flexible metallic tubing, flexible metal conduit, electrical nonmetallic tubing, electrical metallic tubing, underfloor raceways, cellular concrete floor raceways, cellular metal floor raceways, surface raceways, wireways, and busways.
<u>RGB</u> : Rack Ground Bus Bar
<u>SPD</u> : Surge Protection Device
<u>SSGB</u> : Sub System Ground Bus Bar

Customer Name: Fluvanna County VA					Project Name: VHF Simulcast P25 Radio System				
Project Manager: Pieter Jansen					Project #:				
Inspector's Name: Calvin Keeney					Inspection Date: 2/1/2016				
Site Name: Fluvanna Co. Sheriff's Dispatch and Equipment Rm (Pre Construction)									
	Motorola Responsibility		Customer Responsibility			Motorola Failure	Customer Failure		
DESCRIPTION	Passed	Failed	Passed	Failed	N/A	Date Corrected	Date Corrected	Reference	
1 GENERAL									
a.	A copy of the Project Manager's Compliance Sheet has been completed, certified and supplied for attachment to this audit.					X	N/A	N/A	
b.	Project Manager's Compliance Sheet shows that all appropriate requirements have been met.					X	N/A	N/A	
TOTALS FOR SECTION		0	0	0	0	2			
2 BUILDING DESIGN AND INSTALLATION									
a.	The ceiling height is sufficient to meet requirements for equipment installation.			X			N/A	N/A	Paragraph 3.6.1
b.	Cable runway system meets the proper installation requirements.			X			N/A	N/A	Paragraph 3.10.5
c.	The floor is sealed as required.			X			N/A	N/A	Paragraph 3.6.2
d.	Transmission line entry ports, holes or openings which penetrate the outer surface of the building have been properly sealed.				X		N/A		Paragraph 3.7.1
e.	Adequate lighting requirements have been met.			X			N/A	N/A	Paragraph 3.11
f.	Minimum required fire suppression equipment is properly installed.				X		N/A		Paragraph 3.12
g.	A first aid kit is available and meets requirements.				X		N/A		Paragraph 3.13.1
h.	Required personal protective safety items are available for servicing batteries which require such items.					X	N/A	N/A	Paragraph 3.13.2
i.	A telephone, microwave link, or cellular phone has been made available.			X			N/A	N/A	Paragraph 3.14
j.	Phone numbers of importance are posted at the site.				X		N/A		Paragraph 3.14
k.	The minimum required signage is posted at the site.					X	N/A	N/A	Paragraph 3.15
TOTALS FOR SECTION		0	0	5	4	2			

DESCRIPTION	Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
	Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
3 EXTERNAL GROUNDING								
a.	An External Ground Bus bar (EGB) of suitably sized material is properly installed at the transmission line entry point.			X		N/A		Paragraph 4.4.3
b.	The EGB grounding electrode conductor has been properly installed.			X		N/A		Paragraph 4.4.3
c.	When a tower ground bus bar (TGB) is used, it meets the proper installation and bonding requirements.				X	N/A	N/A	Paragraph 4.4.3.1
d.	Each transmission line outer shield is properly bonded to the tower or TGB at the transition of the vertical transmission line run with a weather sealed transmission line grounding kit.			X		N/A		Paragraph 4.7.9
e.	Each transmission line outer shield is properly bonded to the EGB with a weather sealed transmission line grounding kit.			X		N/A		Paragraph 4.7.9
f.	The tower is properly bonded with the required number grounding conductors.			X		N/A		Paragraphs 4.7.6 & 4.9
g.	Ice bridges / cable supports have been properly bonded to the EGB.				X	N/A	N/A	Paragraph 4.7.10.2
h.	Each ice bridge / cable support post has been properly bonded to the grounding electrode system.				X	N/A	N/A	Paragraph 4.7.10.2
i.	Ice bridges / cable supports have been properly isolated from the tower.				X	N/A	N/A	Paragraph 4.7.10.2
j.	Guy wires are properly bonded and their grounding conductor maintains a continuous vertical drop to the grounding electrode.				X	N/A	N/A	Paragraph 4.7.6.2.1
k.	Fencing has been properly bonded to a ground system as required.				X	N/A	N/A	Paragraph 4.7.10.1
l.	Each fence gate is properly bonded to its supporting fence post as required.				X	N/A	N/A	Paragraph 4.7.10.1
m.	Gate supporting fence posts are properly bonded as required.				X	N/A	N/A	Paragraph 4.7.10.1
n.	Generator and support skids have been properly bonded as required.			X		N/A		Paragraphs 4.7.7.1 & 6.9.7
o.	Items listed below are properly bonded to the grounding electrode system as required.							Paragraph 4.7.10

DESCRIPTION		Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
		Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
o.1	Metallic entry ports				X		N/A		Paragraph 4.7.10
o.2	Cable conduits or raceways				X		N/A		Paragraph 4.7.10
o.3	Metallic piping (water, gas, electrical conduits, etc..)				X		N/A		Paragraph 4.7.10
o.4	Air conditioner units				X		N/A		Paragraph 4.7.10
o.5	Metal siding and/or roofing on buildings					X	N/A	N/A	Paragraph 4.7.11
o.6	Vent covers and grates					X	N/A	N/A	Paragraph 4.7.10
o.7	Metal fuel storage tanks (above or below ground)					X	N/A	N/A	Paragraphs 4.7.10 & 6.9.7
o.8	Building skid or pier foundations					X	N/A	N/A	Paragraph 4.7.10
o.9	Anchors on prefabricated buildings					X	N/A	N/A	Paragraph 4.7.10
o.10	Metallic structures for antenna supports, light fixtures, etc.				X		N/A		Paragraphs 4.7.6.3 & 4.7.10
o.11	Satellite dish supports					X	N/A	N/A	Paragraph 4.8
o.12	GPS antenna supports					X	N/A	N/A	Paragraph 4.8
o.13	Hand and safety rails					X	N/A	N/A	Paragraph 4.7.10
o.14	Ladders and safety cages					X	N/A	N/A	Paragraph 4.7.10
o.15	Security bars and window frames					X	N/A	N/A	Paragraph 4.7.10
o.16	Main electrical ground			X			N/A	N/A	Paragraphs 4.3 & 6.2.2
o.17	Main telco ground			X			N/A	N/A	Paragraphs 4.3 & 4.7.10
p.	Approved bonding techniques have been used for the connection of dissimilar metals.			X			N/A	N/A	Paragraph 4.5
q.	Approved methods have been used for conductor connection and termination.			X			N/A	N/A	Paragraph 4.6
r.	Bonding surfaces for lugs and clamps are free of paint and corrosion and a conductive anti-oxidant compound has been applied.				X		N/A		Paragraphs 4.5.4 & 4.6.1
s.	All painted or galvanized bonding surfaces for exothermic welds were cleaned and painted to inhibit rusting.					X	N/A	N/A	Paragraph 4.6
t.	All grounding conductors have been routed towards the EGB, TGB or the grounding electrode system and the minimum bending radius has been observed.					X	N/A	N/A	Paragraph 4.4.2.2
u.	Grounding conductors are routed as straight as possible and protected from physical damage as required.				X		N/A		Paragraph 4.4.2.3

		Motorola Responsibility		Customer Responsibility			Motorola Failure	Customer Failure	
DESCRIPTION		Passed	Failed	Passed	Failed	N/A	Date Corrected	Date Corrected	Reference
v.	Grounding conductors maintain the minimum required separation from other cable groups.			X			N/A	N/A	Paragraph 6.3.2.3
w.	Grounding conductors are securely fastened as required.			X			N/A	N/A	Paragraph 4.4.2.3
x.	Grounding conductors meet or exceed the conductor size requirements.			X			N/A	N/A	Paragraph 4.4.2.1
y.	Braided grounding conductors are not used anywhere in the external ground system.			X			N/A	N/A	Paragraph 4.7.9
TOTALS FOR SECTION		0	0	8	13	20			
4 INTERNAL GROUNDING									
a.	A properly sized Master Ground Bus Bar (MGB) is installed as required.			X			N/A	N/A	Paragraph 5.3.1
b.	The MGB grounding electrode conductor has been properly bonded and routed towards the grounding electrode system.				X		N/A		Paragraph 5.3.1.3
c.	All conductors connections to the MGB follow approved connection methods.				X		N/A		Paragraphs 5.4.3
d.	Where required a Sub System Ground Bus Bar (SSGB) has been properly installed.					X	N/A	N/A	Paragraph 5.3.2
e.	The SSGB has been bonded back to the MGB as required.					X	N/A	N/A	Paragraph 5.3.2.3
f.	All conductor connections to the SSGB follow the approved connection methods.					X			Paragraphs 5.4.3
g.	Where required an Internal Perimeter Ground Bus (IPGB) is properly installed.				X		N/A		Paragraph 5.3.7
h.	Only ancillary equipment is bonded to the IPGB.				X		N/A		Paragraph 5.3.7
i.	Each ancillary support apparatus is properly bonded to the IPGB, MGB, or SSGB.				X		N/A		Paragraphs 5.4.1 & 5.5.1.6
j.	Items listed below are properly bonded to the MGB, SSGB, or IPGB by the approved connection methods.								Paragraph 5.4.1
j.1	Piping systems				X		N/A		Paragraphs 5.5.1.6 & 5.5.1.7
j.2	Steel roof trusses					X	N/A	N/A	Paragraph 5.5.1.7
j.3	Exposed support beams or columns					X	N/A	N/A	Paragraph 5.5.1.7
j.4	Ceiling grids				X		N/A		Paragraph 5.8.3.2

DESCRIPTION		Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
		Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
j.5	Raised equipment floor support structure at the proper intervals.				X		N/A		Paragraphs 5.4.2 & 5.8.3.2
j.6	Any exposed metallic building materials (metal siding)					X	N/A	N/A	Paragraph 5.5.1.6
k.	Surge Protection Device (SPD) metal housings are bonded to the MGB, SSGB or IPGB as required.					X	N/A	N/A	Paragraph 5.5.1.6
l.	Separately derived AC electrical systems are bonded to the MGB or SSGB as required.					X	N/A	N/A	Paragraph 5.5.1.1
m.	Primary telephone, control, and data network circuit SPDs are properly installed bonded to the MGB or SSGB as required.				X		N/A		Paragraph 5.5.1.8.2
n.	RF transmission line SPDs are bonded to the MGB or a separate equipment area SSGB as required.				X		N/A		Paragraph 5.5.1.8.1
o.	Cable runways are bonded to the MGB or SSGB as required.				X		N/A		Paragraph 5.5.1.5
p.	Each cable runway section is bonded to the adjoining section as required.			X			N/A	N/A	Paragraph 5.5.1.5
q.	Ground bus conductors and their extensions are sized as required.				X		N/A		Paragraphs 5.3.5 & 5.3.6
r.	All ground bus conductors, ground bus extensions and equipment grounding conductors are routed towards the MGB or SSGB as required.			X					Paragraph 5.3.4
s.	Bonding connections to a ground bus or its extensions have been properly insulated as required.				X		N/A		Paragraph 5.3.4
t.	Cabinets have been properly bonded back to the MGB, SSGB or ground bus by approved methods.				X		N/A		Paragraph 5.5.1.4
u.	Racks have been properly bonded back to the MGB, SSGB or ground bus by approved methods.				X		N/A		Paragraph 5.5.1.4
v.	Any RGB located within a cabinet or rack is properly bonded back to the MGB, SSGB or ground bus as required.				X		N/A		Paragraph 5.3.3
w.	Individual system component chassis equipment is properly bonded as required.				X		N/A		Paragraph 5.5.1.3
x.	Secondary telephone, control, and data network circuit SPDs are properly installed and bonded back to MGB or SSGB as required.				X		N/A		Paragraphs 5.5.1.8.3 & 5.8.3.1

DESCRIPTION		Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
		Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
y.	All required control center and dispatch equipment is properly bonded back to the MGB, SSGB, or ground bus conductor as required.				X		N/A		Paragraph 5.8.3
TOTALS FOR SECTION		0	0	3	19	8			
5 POWER SOURCES									
a.	Circuit breakers are labeled to identify the receptacle outlet they are protecting.				X		N/A		Paragraph 6.2.6
b.	Proper clearance requirements are being observed for power panels.			X			N/A	N/A	Paragraph 6.2.4
c.	Outlet boxes are permanently marked to identify their assigned circuit breakers and panels.				X		N/A		Paragraph 6.2.10
d.	Power receptacle outlets are mounted securely to the supporting structure.			X			N/A	N/A	Paragraph 6.2.11
e.	Adequate service receptacle outlets are provided for the technician.			X			N/A	N/A	Paragraph 6.2
f.	Each critical piece of equipment has a dedicated branch circuit and dedicated simplex receptacle.				X		N/A		Paragraph 6.2.10
g.	Power receptacles are installed by the equipment load as required.				X		N/A		Paragraph 6.2.10
h.	Extension cords including temporary outlet strips are not used in the final installation.				X		N/A		Paragraph 6.2.9
i.	Exterior receptacle outlets and circuits are GFCI protected as required.					X	N/A	N/A	Paragraph 6.2.5.1
j.	AC power receptacle outlets and strips are of the proper type and securely mounted off the floor.				X		N/A		Paragraph 6.2.11
k.	Appropriate clearance is being observed for safe servicing of UPS and battery banks.				X		N/A		Paragraph 6.5.1
l.	The neutral - ground bonding conductor has been properly installed in the main service disconnect as required.			X			N/A	N/A	Paragraph 6.2.2
m.	Equipment grounding conductors have been installed as required.			X			N/A	N/A	Paragraph 6.2.7
n.	Solar panels have been located away from objects that could damage or block sunlight to the panel.					X	N/A	N/A	Paragraph 6.6.2

DESCRIPTION		Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
		Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
o.	Proper mounting practices are being observed for solar panels or wind generators.					X	N/A	N/A	Paragraph 6.6.2
p.	Battery racks are bolted to the floor or wall.					X	N/A	N/A	Paragraph 6.7.9
q.	Battery conductors are enclosed in PVC, metallic conduit or raceways.					X	N/A	N/A	Paragraph 6.7.9
r.	A battery disconnect and suitable circuit protection device has been installed as required.					X	N/A	N/A	Paragraph 6.7.9
s.	When a standby power generator has been installed, it meets the proper installation requirements.					X	N/A	N/A	Paragraph 6.8
t.	Standby generators are located in areas only accessible by authorized personnel.			X			N/A	N/A	Paragraph 6.9.1
u.	Standby generators have an adequate area provided for servicing.			X			N/A	N/A	Paragraph 6.9.1
v.	Fuel storage tanks for standby generators are located within a secured area.			X			N/A	N/A	Paragraph 6.9.2
w.	A dedicated electrical circuit has been provided at the generator.				X		N/A		Paragraph 6.9.4
x.	A transfer switch of the proper ampacity rating has been installed to perform the switching between commercial power and standby generator power.			X			N/A	N/A	Paragraph 6.9.3
y.	A main service disconnect has been installed as required.			X			N/A	N/A	Paragraphs 6.2.1 & 6.2.5
z.	Electrical panelboard ampacity ratings are properly coordinated.			X			N/A	N/A	Paragraph 6.2
TOTALS FOR SECTION		0	0	11	8	7			

DESCRIPTION	Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
	Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
6 TRANSIENT VOLTAGE SURGE SUPPRESSION								
a.	A Type 1 SAD/MOV surge protection device (SPD) is installed as required.			X		N/A		Paragraph 7.4.1
b.	A Type 2 MOV surge protection device (SPD) is installed as required.			X		N/A		Paragraph 7.4.1
c.	Primary SPDs for telephone circuits are installed as required.			X		N/A		Paragraph 7.5
d.	Secondary SPDs for telephone circuits are installed as required.			X		N/A		Paragraph 7.5
e.	Primary SPDs for control circuits are installed as required.			X		N/A		Paragraph 7.5
f.	Secondary SPDs for control circuits installed as required.			X		N/A		Paragraph 7.5
g.	Primary SPDs for data network circuits are installed as required.			X		N/A		Paragraph 7.5
h.	Secondary SPDs for data network circuits are installed as required.			X		N/A		Paragraph 7.5
i.	All RF transmission lines, including unused spares, have coaxial RF type SPDs properly installed as required.			X		N/A		Paragraph 7.6
j.	Where a tower top amplifier has been installed, the sample port and its control cables have SPDs installed as required.				X	N/A	N/A	Paragraph 7.6
k.	Tower lighting system AC power and data/alarm circuits have SPDs properly installed as required.				X	N/A	N/A	Paragraph 7.8
TOTALS FOR SECTION		0	0	0	9	2		
7 EQUIPMENT INSTALLATION								
a.	Equipment spacing and aisle widths conform to guidelines.			X		N/A		Paragraph 9.3
b.	Equipment is level and plumb.			X		N/A	N/A	Paragraph 9.5
c.	Equipment is square with surrounding equipment and walls.			X		N/A	N/A	Paragraph 9.5
d.	Where applicable, seismic installation practices have been observed.				X	N/A	N/A	Paragraphs 9.4
e.	Cabinets and racks are secured as required.			X		N/A		Paragraphs 9.6

DESCRIPTION		Motorola Responsibility		Customer Responsibility		N/A	Motorola Failure	Customer Failure	Reference
		Passed	Failed	Passed	Failed		Date Corrected	Date Corrected	
f.	Cables and cable groups of different function maintain a minimum 5 cm (2 in.) separation as required.				X		N/A		Paragraph 9.9.1.5
g.	RF cables meet or exceed minimum bending radius requirements.				X		N/A		Paragraphs 9.9.1.4 & 9.9.8
h.	Plenum-rated cables are installed as required.					X			Paragraph 9.9.2
i.	Proper cable lengths are used.				X		N/A		Paragraph 9.9.1.2
j.	Cables are properly secured at the required intervals.				X		N/A		Paragraph 9.9
k.	AC power conductors installed on cable runway systems meet installation requirements.				X		N/A		Paragraphs 3.10.4 & 9.9.4
l.	Cables are properly identified with a standard, double-ended system.				X		N/A		Paragraph 9.9.12
m.	Distribution frame wiring conforms to the proper punch-down or wire-wrap techniques.				X		N/A		Paragraph 9.9.11
n.	CAT-5 cables maintain the proper separation from AC power cables.				X		N/A		Paragraph 9.9.6.4
o.	CAT-5 cables do not have any sharp bends.				X		N/A		Paragraph 9.9.6.5
p.	CAT-5 cables meet all other installation requirements.				X		N/A		Paragraph 9.9.6
q.	Cables installed below raised flooring systems are properly installed.				X		N/A		Paragraphs 3.10.2 & 9.9
r.	Cables installed above suspended ceilings are properly installed.				X		N/A		Paragraph 9.9.3.3
s.	Electrostatic discharge practices are observed as required.					X	N/A	N/A	Paragraph 9.10
TOTALS FOR SECTION		0	0	2	14	3			

AUDIT TOTALS

MOTOROLA		CUSTOMER		Total N/A
Number of Passed	Number of Failed	Number of Passed	Number of Failed	
0	0	29	67	44

Customer Name: Fluvanna Co VA	Project Name: VHF Simulcast P25 Radio System
Project Manager: Pieter Jansen	Project #:
Inspector's Name: Calvin Keeney	Inspection Date: 2/1/2016
Site Name: Fluvanna Co Sheriff's Dispatch and Equipment Rm (Pre Construction)	

This audit was primarily performed for the equipment room and electrical service. The site also contains the 911 dispatch center in an adjacent room to the equipment room. Dispatch furniture and room layout is scheduled to be reworked as part of a separate project, therefore dispatch area was only minimally inspected with this audit. The antennas for the equipment is located on a small self-supporting antenna structure located at the opposite end of the building from the equipment room. Transmission lines enter the building adjacent to the antenna support structure into the ceiling area above a prisoner holding cell and travel thru building to equipment room. (Access was unavailable at time of inspection to above ceiling area) The RF transmission line then enter the equipment room at multiple locations.

Ground system testing with clamp on resistance tester was performed and building electrical service, telco entry, dispatch area floor, and water pipe bonding appear to be interconnected under slab via 2/0 tinned conductor. However it does not appear that the grounding system drawings that were provided onsite are accurate. The generator appears to be bonded by a single ground rod only and not connected to the building grounding system. The antenna support structure bonding conductor does not appear to be connected to the building grounding system or if it has the connection may have been compromised.

2.d. Conduits entering the equipment room thru the floor have not been sealed as required.

2.f. There is an existing 5lb type ABC extinguisher installed, however the minimum fire extinguisher requirement is a 20lb type ABC extinguisher plus a 7 – 10lb type BC, CO₂, or FE-36 extinguisher.

2.g. There was no readily accessible first aid kit installed within the equipment area.

2.j. There was no phone numbers of importance posted within the equipment area.

3.a. There is currently no EGB installed at RF transmission line entry to building.

3.b. There is currently no EGB grounding electrode conductor installed.

3.d. The RF transmission lines are currently not bonded to the tower or tower ground bus bar at the horizontal transition to the building.

3.e. The RF transmission lines are not bonded to an EGB at the entry to the building.



3.f. The antenna support structure is not bonded with the required number of bonding conductors. The conductor that is attached does not appear to have been connected to the building grounding electrode system or the connection may have been compromised.



3.n. The generator is bonded to a single ground rod and not the building grounding electrode system as required.

3.o.1. The metallic RF entry conduit has not been bonded.

3.o.2. The metallic RF entry conduit has not been bonded.

3.o.3. The electrical conduits and mechanical piping within the fenced compound has not been bonded.

3.o.4. The air conditioning units within the fenced compound have not been bonded.

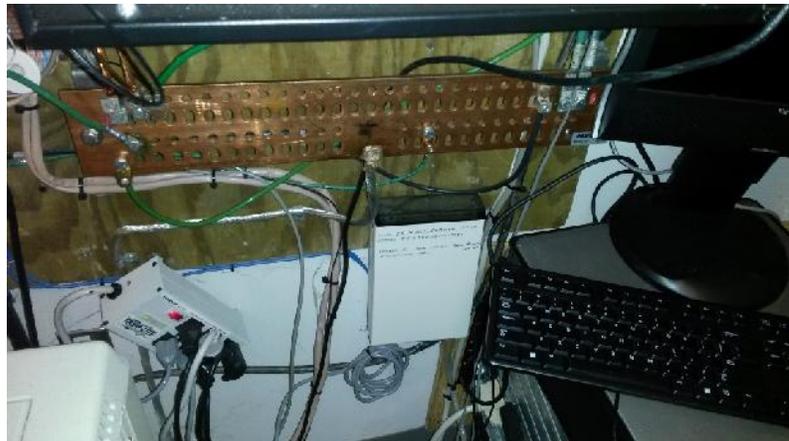
3.o.10. The metallic antenna structure has not been bonded as required.

3.r. The connection of the bonding conductor to the antenna support structure does not have anti-oxidant compound installed and is showing signs of corrosion.

3.u. The antenna structure grounding electrode conductor has not been installed within raceway as required to protect from physical damage.

4.b. The MGB grounding electrode contains bends that exceed the minimum bend radius.

4.c. There are multiple connections to the MGB made utilizing mechanical connections. Irreversible crimp or exothermic welding connections are required.



4.g. The IPGB conductor contains bends that exceed the minimum bend radius requirements. The spacing between supports is greater than the maximum spacing allowed.

4.h. There are currently (3) equipment racks bonded to the IPGB conductor, routed above ceiling then re-enters the room above the cable tray.

4.i. Most ancillary support apparatus have not been bonded the bond/grounding system.



4.j.1. The electrical conduits by the UPS unit and Mini Split AC Unit have not been bonded as required.

4.j.4. The ceiling grids in the equipment and dispatch areas have not been bonded as required.

4.j.5. The raised floor support structure has not been bonded as required at the proper intervals. The connection to the raised floor is made to a conductor from within the slab. This conductor is at a different ground potential than the conductor derived at the MGB location and used for all other existing dispatch area bonding connections. Bonding at one location is included with installation of dispatch area SSGB by cable entry to dispatch area.



4.m. Primary Telco, Data System SPDs bonding conductors are daisy chained from one device to another and not connected to the MGB or SSGB as required.

4.n. RF transmission lines enter at multiple locations above cable tray. A ground bus conductor has been installed within the cable tray to bond the SPD's. However this conductor does not meet the required clearances from other conductors and bend radius requirements.

4.o. The cable tray has not been bonded to the MGB as required.

4.q. The ground bus conductor within the cable tray and to the dispatch area does not meet the minimum size required due to conductor length.

4.s. The bonding connections to the ground bus conductor have not been insulated as required.

4.t. Cabinets have not been bonded as required.

4.u. Racks have not been bonded as required. Some racks have been bonded to the IPGB conductor via #6 conductor above drop ceiling.

4.v. RGB have not been bonded back as required. Minimum conductor sizing and bend radius requirements have not been followed.

4.w. Many individual system component chassis have not been bonded.



4.x. Secondary telephone, data, and control circuit SPDs are not bonded to MGB or SSGB as required. The secondary SPDs at the CEB location are bonded to the rack ground conductor.

4.y. Control center and dispatch equipment has not been bonded as required. (Was informed by customer that dispatch area is to be altered with new furniture, equipment and floor plan.) Detailed deficiencies have not been recorded.

5.a. Most circuit breakers have been labeled, but there are a few that have not.

5.c. Several receptacles have not been labeled with the branch circuit or panel identified.

5.f. Power poles have been utilized, each power pole has multiple receptacles on the same circuit installed.

5.g. Receptacles have not been installed by the equipment load as required, multiple power strips are installed.

5.h. There are multiple power strips installed in the final installation.

5.j. There are multiple power strips installed in the final installation. Many of these strips do not meet the minimal requirements. Some are laying on the floor or supported with cable ties.



5.k. There is equipment setting in front of UPS battery cabinets. This equipment does not appear to be connected and should be stored at another location.



5.w. There was no dedicated service receptacle circuit found at the generator location, nor in the fenced compound of the generator and HVAC equipment.

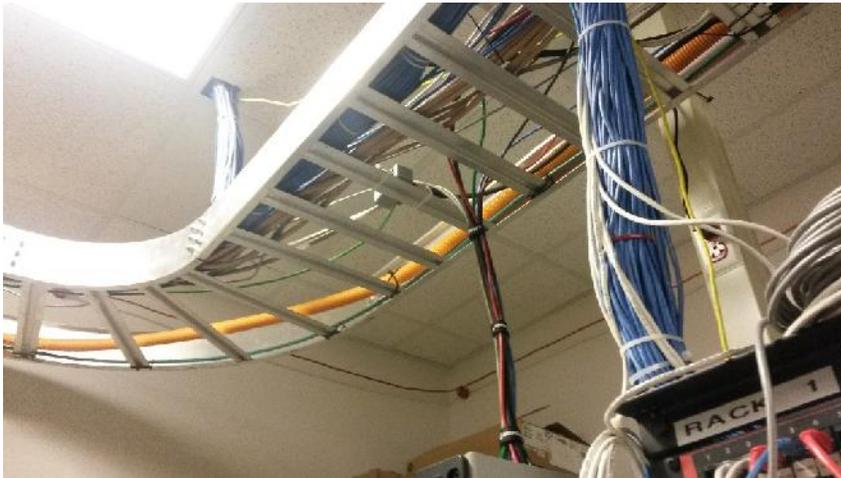
6a. There is currently a SPD device installed at the MDP panel (Type 1) location. This device appears to be a Type 2 device and is not listed on the approved products list. The location of the device does not provide adequate serviceability and will also have degraded performance due to distance and bends of conductors supplying device. An attempt to install the new device at another location will be made however due to existing space limitations within the room this may not be possible.



6.b. There is currently no Type 2 SPD installed at the main disconnect location as required.

6.c-h. Telco, data, control SPDs Multiple devices are bonded with daisy chained conductor. Secondary SPDs by CEB location have been bonded to rack ground conductor instead of MGB, SSGB, or ground bus conductor as required. It appears that multiple locations do not have SPDs installed as required.

6.i. RF transmission lines SPDs are installed within cable tray at multiple locations by cable entry to the room. They are not installed within the maximum 24" of cable length from entry, at least one cable coils in the cable tray before the SPD. The SPDs also need isolated from the cable tray, at least one device is tied to the cable tray.



7.a. The required equipment spacing and aisle width has not been maintained within the equipment room area.

7.e. Cabinets and racks have not been secured as required. Some are not bolted to the floor and/or to adjoining racks.

7.f. Cables of different cable groups do not meet the minimum separation requirements within cable trays and rack management.

7.g. RF cables do not meet the minimum bend requirement at the entry to the building within the 2" conduit weather head.



7.i. Multiple cables are coiled within cable trays and equipment racks.

7.j. Cables have not been supported and secured at required intervals.



7.k. There is a power injector tied within the cable tray, the AC power cord is tied to the fiber inner duct and ground conductor.



7.l. Most cables have not been identified with double ended identification system.

7.m. Multiple cross connects are pulled across face of punch blocks and not dressed properly.

7.n. Cat 5 cables do not maintain the proper separation from AC power conductors.

7.o. Cat 5 conductors at multiple termination locations contain sharp bends.

7.p. Cat 5 cables have been coiled at several locations, adequate support has not been provided, and separation of cable groups types have not been provided.

7.q. Cables have not been supported and secured as required under raised floor.

7.r. Cables have not been supported and secured as required above drop ceiling. Some cables are laying on the ceiling grid and tiles.

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

Meeting Date: June 15, 2016

AGENDA TITLE:	Appointment to the Economic Development and Tourism Advisory Council (EDTAC), Cunningham District				
MOTION(s):	I move to appoint _____, to the Economic Development and Tourism Advisory Council (EDTAC), Cunningham District, with a term to begin July 1, 2016 and to terminate June 30, 2019.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Jacqueline Bland Wendy Edwards				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in Economic Development and Tourism Advisory**Cunningham**

Last Name Bland **First Name** Jacqueline M. **Date Recieved** 5/17/2016
Mailing Address 51 Plum Court **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 589-1444 **Work Phone** **Cell Phone/Other** (703) 307-1373
Fax **Email Address** misprint0949@gmail.com
Physical Address **City** **State** **Postal Code**

Education and Experience:

30+ years progressive experience working for a non-profit trade association in the printing industry. Executive Director (26 + yrs.) of small association under the larger association umbrella, where we carried out market research regarding the future of communications, especially as related to the printing industry both by enhancing or displacing print. Extensive experience in planning and participating in events throughout North America, along with membership recruitment and retention, publicity and PR, and managing a cadre of outside consultants.

Civic Activities and Committee Memberships:

2014 Fluvanna Leadership Development Program (FLDP) graduate; FLDP Steering Committee 2015-present; Old Farm Day Committee 2015-present (responsible for vendor recruitment/management); HOA board member in Chantilly, VA

Interest in Committee:

Through my participation in the FLDP program, I gained a good understanding of the need, importance, and challenges of economic development in Fluvanna County and I would like to see us succeed in producing new tax revenues. While new to the county (2012), I know there are a lot of riches and resources in the county that many Fluvanna citizens and those in other surrounding counties know nothing about. As a new resident, it's been hard to find those riches and anything we can do to increase tourism both from within and outside of the county will help promote Fluvanna County as a great place to live and play.

Comments:

Thursday, June 09, 2016

Page 1 of 2

Interest in Economic Development and Tourism Advisory

Cunningham

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:

I started my career in journalism as a stringer for several special publications for Media General, my regional news outlet, then seized the opportunity to expand into radio as a rock jock for 97.5-3WV, Charlottesville, "Everything that Rocks!" I've since widened my skill set to become a broadcast news analyst for News Radio 1070 WINA, Charlottesville, where I excel in the art of the interview. I make it my business to conference with experts on today's big stories and make sense of local and national news. In addition, I host a weekly program called "Conversations with Wendy" on News Radio 1070 WINA, Charlottesville. Listen live Saturday mornings at 8am EST: <http://wina.com> to put controversial issues in health perspectives (where they belong!) Life is worth loving! Specialties: communication, Broadcast News, investigation, religious philosophy. As your community voice on the radio and online, I've donated time and talent to several charitable organizations and events from Fluvanna to Culpeper, some of which includes Fluvanna Parks and Rec (Fluvanna County Fair) and Fluvanna Meals on Wheels (Senior Kissing Booth).

Civic Activities and Committee Memberships:

Charlottesville Business Innovation Council (CBIC) Marketing Team, Scottsville chamber of Commerce Marketing Team.

Interest in Committee:

Fluvanna is rapidly growing into a place I am happy to call home. I'm eager to broaden its appeal to encourage tourism and, best of all, support our business infrastructure!

Comments:

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

Meeting Date: June 15, 2016

AGENDA TITLE:	Appointment to the JAUNT Board				
MOTION(s):	I move to appoint/reappoint _____ to the JAUNT Board, with a term to begin July 1, 2016 and to terminate June 30, 2019.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Pat Thomas, current member				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in JAUNT Board

Palmyra

Last Name Thomas **First Name** Pat **Date Recieved** 3/19/2013
Mailing Address 17 Hardwood Road **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone (434) 207-3249 **Work Phone** 4344223015 **Cell Phone/Other** (434) 444-1224
Fax (434) 977-0122 **Email Address** pat.thomas@dbvi.virginia.gov
Physical Address 17 Hardwood Road **City** Palmyra **State** VA **Postal Code** 22963

Education and Experience:

Plant manager at VA Industries for the Blind since 2011. Plant manager for VA Correctional Industries - 13 years. Parent of adult daughter with physical and intellectual disabilities.

Civic Activities and Committee Memberships:

Past representative of VA Dept. of Correction Board for VA special Olympics - 8 years. Past state officer for VA Federation of Women's Clubs - 4 years. Past regional officer for VRWC - 6 years.

Interest in Committee:

I am interested in filling the vacant position on the Jaunt Board. As a resident of Fluvanna and a manager whose employees rely on JAUNT for work related transportation, I have an interest in keeping public transportation a viable operation in Fluvanna.

Comments: Filled unexpired term of Catherine Palmer

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

Meeting Date:	June 15, 2016				
AGENDA TITLE:	Correction to Computation of Sewer Bills.				
MOTION(s):	N/A – Presentation Only				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	E1	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Wayne Stephens, Director of Public Works				
PRESENTER(S):	Wayne Stephens, Director of Public Works				
RECOMMENDATION:	N/A				
TIMING:	30-45 days				
DISCUSSION:	<p>It was recently discovered that sewer bills for customers on the Palmyra WWTP have been incorrectly calculated since the plant first opened in 2008. Each customer has been “under-billed” by approximately \$7.65 per month. The error was discovered by staff during routine data analysis of billings and revenue for the Palmyra WWTP.</p> <p>The County’s adopted rate structure requires that each customer be charged a monthly minimum base rate of \$10 per ERU, plus a usage charge of \$7.65 per 1,000 gallons. However, when the sewer rates were originally entered in to the billing system, they were set up so that bills are computed with the first 1,000 gallons of usage included in the \$10 base charge. This has resulted in every monthly bill for every customer being up to \$7.65 <u>lower</u> than it should have been.</p> <p>The error will be corrected in the July, 2016 billing cycle, which will result in higher monthly sewer bills for most customers. Notice of the upcoming change will be sent to customers with their June 2016 bills, and an announcement will also be posted on the County web-site.</p>				
FISCAL IMPACT:	Correcting the error will result in an increase in total billings of about \$2,850/year (including public buildings) with an increase in <u>actual revenue collected</u> of about \$1,850/year .				
POLICY IMPACT:	N/A – This is not a change in rates, but a correction to bring our billing computations in to conformance with the sewer rates adopted by the Board on September 19, 2007.				
LEGISLATIVE HISTORY:	The current sewer rates were adopted by the Board of Supervisors on September 9, 2007, and have been in effect since the Palmyra WWTP was placed in operation in July of 2008.				
ENCLOSURES:	Copy of sewer rates adopted by the Board on September 19, 2007.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**ACTIONS TAKEN BY
THE FLUVANNA COUNTY
BOARD OF SUPERVISORS
September 19th 2007**

1. Minutes of September 5th 2007
as amended **BOARD APPROVED**
6-0

2. ZMP 07:06/Palmyra Zoo, LLC
an ordinance to amend the Fluvanna County Zoning Map
with respect to 4.592 acres of Tax Map 30, Section A, Parcel
10, to rezone the same from A-1 Agricultural, General, to B-1
Business, General with proffers as amended **BOARD APPROVED**
6-0
w/eight (8) proffers

3. Sewer Rate Service Area **BOARD APPROVED**
6-0
approved Phase 2 of the service area presented and the rates
for the Palmyra Sewer System that consists of the following:
monthly base rate of \$10, monthly usage rate of \$7.65/1,000
gallons, connection fee of \$2,000/equivalent residential unit
(4,500 gallons/month), and the availability fee of \$4,500/eru;
additionally approved the contract with Shelbeck Excavating
for the connections along the new lines in the Phase 1 service
area in the amount of \$49,498 to be paid from the current
construction budget line #4-130-09104-3180

4. Approval of Closure Work [at Landfill] w/Shelbeck Excavation **BOARD APPROVED**
5-1
NAY: Ott
approved the closure construction work to be completed by
Shelbeck Excavating, in the amount of \$747,520 and to
approve the certification and testing work to be done by
SCS [SCS Engineers] in the amount of \$125,285

5. Proclamation/Resolution regarding Women's Equality Day **BOARD APPROVED**
6-0
to withdraw the resolution entitled "Proclamation Declaring
August 26th 2007 as Women's Equality Day", which was adopted
August 1st 2007; further moved that the Board ratify the designation
of August 26th as Women's Equality Day

6. Closed Meeting **NO ACTION**
Pending Litigation

MOTION: I move to approve the service area as shown on the attached map and the rates for the Palmyra Sewer System that consist of the following: monthly base rate of \$10.00, monthly usage rate of \$7.65/1000 gallons, connection fee of \$2000.00/equivalent residential unit (4500 gallons/month), and the availability fee of \$4500.00/eru.

Additionally, I move to approve the contract with Shelbeck Excavating for the connections along the new lines in the amount of \$49,498.00 to be paid from the current construction budget.

Additionally, I move to transfer to the new sewer utility budget the availability fees for each of the connections made above from the capital construction account for the Palmyra Sewer Project, the amount of which will not exceed \$117,000.

AGENDA BOARD OF SUPERVISORS September 19, 2007

SUBJECT: Palmyra Area Sewer Rates, Service Area and Construction of the Connections to the system

ISSUE: Approval of the Palmyra Area Sewer Rates, Service Area and Construction of the Connections to the system.

RECOMMENDATION: Approve.

TIMING: Routine.

FISCAL IMPLICATIONS: The Board of Supervisors

POLICY IMPLICATIONS: None.

DISCUSSION: At the Board of Supervisors' regular meeting of September 5, 2007, a presentation of the proposed sewer rates and service area were presented. This presentation will be briefly made again at this meeting for any members of the public that may have missed the previous presentation. It is attached to this agenda in reduced format in order to save paper.

The sewer rates that are being requested to be approved are as follows:

Proposed Rate Schedule

Rate Category	Units	Proposed Rate
Monthly Base Rate (minimum)	\$/eru	\$ 10.00
Monthly Use Rate	\$/1000 gallons	\$ 7.65
Connection Fee	\$/eru	\$ 2,000.00
Availability Fee	\$/eru	\$ 4,500.00

ErU = equivalent residential unit approx 4500 gallons of usage

A connection fee is the cost for each unit to connect to the system. The availability fee is intended to help the system expand in the future.

The average household that uses 4500 gallons each month would pay \$44.43.

The service area is shown in the attached drawing. It is an expansion on the initial service area and generally includes Camp Friendship, the remaining area on Pleasant Grove and a section of the Palmyra Community Planning Area east of the Village of Palmyra.

The Sewer Committee has requested that the connections be made for all County Buildings and landowners that participated in the granting easements to the County under one contract. Four bids were received from, It is recommended from the review of these bids to award it to Shelbeck Excavating for an amount of \$49,498.00 once the system is approved for connections.

Additionally, the construction budget for the sewer plant will have money remaining in it once the project is completely closed out. It is expected that this will be over \$200,000. The Sewer Committee recommends that the availability fees be paid for each of the County buildings and property owners that granted easements to the County. This includes 26 locations for the amount of \$117,000.00. This money can be deposited in the sewer utility fund and used as start-up money. It is very important to get as many customers on at this initial stage in order to have a better operating system along with more revenue to help move the operating budget into the black.

Staff: John Robins, Director of Public Works

Attachments: Reduced version of Board presentation of September 5, 2007

Tables of revenue and expenses

Map of the Proposed Service Area in Palmyra

Shelbeck Excavating Bid

For County Administrator's Use Only

Comments:

G. Cabell Lawton, IV, County Administrator

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

MEETING DATE:	June 15, 2016				
AGENDA TITLE:	2015 Development Activity Report (DAR)				
MOTION(s):	N/A				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	James Newman, Planner				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	The Development Activity Report (DAR) is presented annually for approval to the Planning Commission and the Board of Supervisors. The DAR summarizes development activities in Fluvanna for the preceding year. It is intended to make clear the impacts of growth on the county.				
FISCAL IMPACT:	None				
POLICY IMPACT:	Required by State Code				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	2015 Development Activity Report (DAR)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



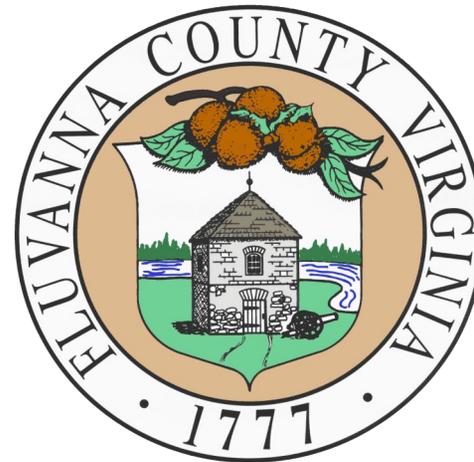
FLUVANNA COUNTY, VIRGINIA

2015 DEVELOPMENT ACTIVITY REPORT



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This document could not have been completed without the wonderful work done by all members of the Planning and Zoning, and Building Inspections Departments. Thank you for your tireless work.



LIST OF IMAGES, TABLES, AND FIGURES

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(Top): A Fluvanna County Tax Map

(Left) Medical Office on Abby Rd

(Right) New housing in Lake Monticello

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INTRODUCTION

The Fluvanna County Department of Planning and Community Development is proud to present the 2015 Development Activity Report (DAR). Development activity in this report has been approved by the Fluvanna County Board of Supervisors and committees appointed or approved by them, including the Planning Commission, Board of Zoning Appeals, and the Department of Planning and Zoning. This report has been prepared to make clear the growth impacting Fluvanna County, which is reflected by changes in land use. Land use changes are tracked by the Development Information Database (DID), which was used to prepare this report and is maintained by the Department of Planning and Zoning.

The DID is used to track site development plans, subdivisions, code compliance cases, special use permits, variances, zoning map amendments, zoning text amendments, and conservation easements, among other activities. A similar database used by the Building Inspections Department tracks building permits and is used in the residential activity calculations in this report. A direct comparison of the past fifteen (15) years worth of land use planning data is provided throughout this report.

The DAR allows land use comparisons and trends to be seen over time, which provides important clues for future needs, such as new school bus routes and traffic systems. This report reflects the outcome of development by Election District and Land Use Planning Area, and evaluates Fluvanna County's preservation initiatives. In addition, this report allows an analytical observation of the relationship between land use planning and various application requests. For example, proposed growth areas may not achieve the intended results if development requests are granted in areas outside established Community Planning Areas (CPAs). This report provides a quantitative summary of development through 2015, and indicates where this growth is taking place.

Although residential growth has dropped considerably since its peak several years ago, new homes are popping up throughout the County. While a majority of the new homes built in the County were located within the Rivanna Community Planning Area, only a handful were constructed within the gates of Lake Monticello; as the subdivision approaches build-out, new construction is taking place elsewhere. Lake Monticello, River Oaks, and Sycamore Landing were the subdivisions which experienced the most new home construction in 2015.

While overall development activity continued to decline in the County, several long-range planning projects were carried-out in 2015, including a water pipeline to Zions Crossroads. The County's Comprehensive Plan five-year review process continues.

In addition to the future land use map, the 2015 Comprehensive Plan contains over 100 strategies for implementing the goals outlined in the plan. Since the adoption of the Comprehensive Plan in 2015 several of these strategies have been completed, others are on-going actions, and some are in the process of being implemented.



Image 1: The Light Academy (SUP 15-09).

EXECUTIVE SUMMARY

Land Use Planning Areas

- Fluvanna County's Comprehensive Plan, adopted in 2015, continues to influence growth and development decisions.
- The Comprehensive Plan's designated growth areas cover roughly 9% (17,344 acres) of the County. The growth areas, known as Community Planning Areas, are located near existing population centers and are intended to receive the majority of new development. There are CPA's located in and around Palmyra, Lake Monticello, the town of Scottsville, Zions Crossroads, Fork Union, and the former town of Columbia.
- Roughly 91% (175,486 acres) of the County is designated as rural by the Comprehensive Plan. There are two designations for rural areas: Rural Residential and Rural Preservation.

Building Permits

- 93 building permits for new homes were issued in 2015, a 31% increase from the 70 permits issued in 2014.
- 45 building permits for new homes (48%) were issued within designated growth areas.
- 48 building permits for new homes (52%) were issued within rural areas.

Subdivisions

- 25 new subdivision lots were approved in 2015, a 46% decrease from the 47 new lots approved in 2014 .
- Two (2) of the new lots approved were within designated community planning areas. This comprised 8% of new lot construction
- Twenty three (23) of the new lots approved were within rural areas.

Site Development Plans

- 21 site development plans were reviewed in 2015, a 35% increase from the 14 plans reviewed in 2014.
- Just over 55% of the site development plans reviewed were located within designated growth areas.

Special Use Permits

- 12 special use permits were reviewed in 2015
- 9 of the special use permits reviewed were located outside of designated growth areas.

Zoning

- 6 rezoning applications were considered in 2015. All 6 rezoning applications were approved.
- 5 zoning text amendments were approved in 2015.
- 1 variance was granted by the Board of Zoning Appeals (BZA) in 2015.

Code Compliance

- At least 39 zoning complaints were initiated after a preliminary investigation in 2015, an increase from 8 cases in 2014.
- 32 of the cases initiated in 2015 were resolved, and 7 are pending resolution.

Land Conservation

- There are 19 Agricultural and Forestal Districts (AFDs) in Fluvanna County, which include 18,299.3 acres (9.97% of Fluvanna County). No new AFDs were created in 2015.
- As of January 2015, 13,530 acres (7% of Fluvanna County) are protected by conservation easements held by various organizations.
- As of January 2015, 110,623 acres (61% of Fluvanna County) were enrolled within the Land Use Taxation Program.

Image 2: Saints Peter and Paul Roman Catholic Church (SUP 15:10)



DEVELOPMENT & COUNTY GOVERNMENT: PLANNING & ZONING

To ensure that growth and development occur in an orderly way that does not compromise the health, safety, and welfare of current residents and newcomers, Fluvanna County has its own Department of Planning and Zoning. The department's duties and activities are described below:

Current Planning (Development Administration)

This primary activity involves the daily administration and enforcement of the zoning and subdivision ordinances. Tasks associated with the administration of these ordinances include the processing of subdivision proposals, boundary adjustments, easement plats, site plans, special use permits, rezonings, and variances. County staff also respond to general inquiries and other requests.

The department serves as the primary staff contact for the Planning Commission, Board of Zoning Appeals, Agricultural and Forestal District Advisory Committee, and other ad hoc committees and task forces. Department staff also supports the Board of Supervisors as needed or requested.

Long Range Planning (Project/Policy Development and Management)

Planning recommendations are routinely provided to the Planning Commission and the Board of Supervisors on a wide array of issues. Strategic and long-term planning begins with the preparation and implementation of the Comprehensive Plan, associated comprehensive plan or zoning text amendments, the annual review of the Capital Improvements Plan (CIP) by the Planning Commission, and other local projects. These planning documents provide the foundation for many of the land use and budgetary decisions that are implemented by the County.

The department also manages the Agricultural and Forestal District and the Conservation Easement programs. Staff advises County agencies about regional and local transportation issues and assists in the development of recreational facilities as needed. Geographic Information Systems (GIS) information critical to planning and land use decisions is developed, collected, and maintained by planning staff. Routine contact with other regional planning departments including Cumberland, Goochland, Louisa, and the Thomas Jefferson Planning District Commission (and all of its member localities) is critical to maintaining up-to-date information and invaluable regional connections.

Code Enforcement and Inspections

Code compliance ensures that Fluvanna County's regulations are enforced consistently and equitably. A wide variety of code issues are reported to the County, including subdivision and zoning ordinance violations, inoperative vehicle and junkyard complaints, and other nuisance and miscellaneous complaints.

Current Staff

The Department of Planning and Zoning consists of five full-time employees:

Jason Stewart:	Planning Director/Zoning Administrator
Steve Tugwell:	Senior Planner (Current Development)
James Newman:	Planner (Long-Range Planning)
Scott Miller:	Code Compliance Officer
Deidre Creasy:	Senior Program Support Assistant



Image 3: A public hearing notice sign set up by staff

DEVELOPMENT & COUNTY GOVERNMENT: BUILDING INSPECTIONS

To ensure that structures are built and modified in a safe manner, Fluvanna County has its own Department of Building Inspections. The department's duties and activities are described below:

Building Inspections

The department enforces the Uniform Statewide Building Code for all new structures, additions, and alterations, as required by state law. As part of its enforcement activities, the department reviews plans associated with all new regulated construction; performs the required building, electrical, plumbing, and mechanical inspections; and issues the necessary permits and certificates of occupancy. Inspectors ensure that new construction meets the regulations set forth within the zoning ordinance, including building setbacks. The department is also responsible for assigning addresses to new structures and initiating the street naming process.

Erosion & Sediment Control

The department is responsible for issuing all new land disturbance permits and ensuring that developing sites are in conformance with Chapter 6 (Erosion & Sedimentation Control) of the County Code. As part of their duties, the Erosion and Sediment Control Site Inspectors perform site inspections on a two-week rotation and after all significant rainstorm events. In 2014, the Erosion and Sediment Site Inspector, the Building Official, and Planning Staff worked together to create a stormwater management plan (SMP) in accordance with new state stormwater legislation.

Current Staff

The Department of Building Inspections consists of four full-time employees:

Darius Lester:	Building Official
Andy Wills	Building Inspector
Roger Black:	Erosion & Sediment Site Inspector
Amy Helfrich:	Permits Clerk

Image 4: A commercial building under construction



DEVELOPMENT & COUNTY GOVERNMENT: PLANNING COMMISSION

The Planning Commission is an appointed body charged with promoting the orderly development of the community. Every locality in Virginia is required to have its own Planning Commission (Virginia Code §15.2-2210). Per Virginia law, the Planning Commission is responsible for:

- Preparing the local comprehensive plan;
- Preparing and reviewing amendments to the zoning and subdivision ordinances;
- Reviewing proposed changes to the zoning map;
- Reviewing major site plans and major subdivisions; and
- Preparing the local capital improvement plan (CIP).

The Planning Commission is not a legislative body, but an advisory committee. It makes recommendations to the Board of Supervisors on legislative matters, such as the adoption and amendment of the comprehensive plan, zoning ordinance, and subdivision ordinance.

The Planning Commission consists of five (5) voting members (one from each voting district) and one (1) non-voting representative of the Board of Supervisors. Planning Commission members are appointed to four-year terms by the supervisors representing their election district.

Staff from the Department of Planning and Community Development provide the Planning Commission with technical support.

Planning Commission Members (as of March 2016)

Columbia District:	Ed Zimmer
Cunningham District:	Barry Bibb
Fork Union District:	Lewis Johnson
Palmyra District:	Howard Lagomarsino
Rivanna District:	Donald Gaines
Board of Supervisors Rep.:	Tony O'Brien

2015 COMPREHENSIVE PLAN: LAND USE PLANNING AREAS

The Comprehensive Plan is a guide to the future growth and development of Fluvanna County. The current Comprehensive Plan was adopted in 2015. Since its adoption, the document has influenced land use decisions and County policy. Officials continue to implement strategies that help the County realize the goals described within the plan.

The Comprehensive Plan’s Future Land Use Map shows where the County wants to direct new development. Fluvanna County has six (6) Community Planning Areas, which are intended to support higher density, mixed-use development around existing population centers. The Rural Residential areas accommodate low-density, clustered residential development, while the Rural Preservation areas are intended to remain largely undeveloped.

Fig 1. Planning Area Acreage

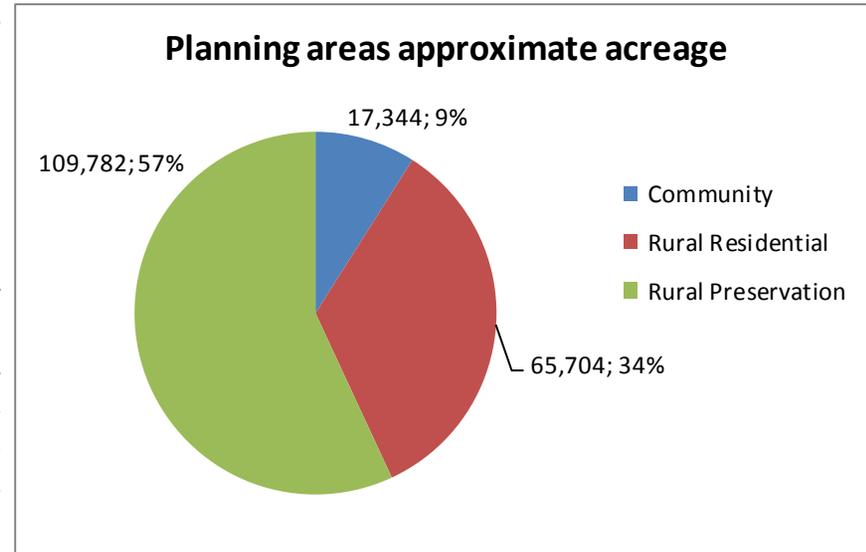


Table 1: Approximate Acreage in Land Use Planning Areas (2015)

Planning Area	Number of Parcels	Approximate Acreage	Percentage of Total County Acreage (Approximate)
Community	7,353	17,344	9%
Rural Residential	4,569	65,704	34%
Rural Preservation	4,874	109,782	57%
TOTAL	16,796	192,830	100.00%

Source: Dept. of Planning & Community Development

2015 COMPREHENSIVE PLAN: AMENDMENTS

With the approval of the Board of Supervisors, the Comprehensive Plan may be amended. These amendments should be based upon established goals and sound planning principles. According to Virginia Code, the plan must be reviewed at least once every five (5) years. Occasional revision is essential if the plan is to remain flexible and to continue to serve as a reliable guide for community growth; however, constant amendment of the plan undermines and limits its effectiveness.

Since its adoption in 2015, there have been few amendments to the current Comprehensive Plan. The Board of Supervisors did not approve any amendments to the 2015 Comprehensive Plan in 2015.

Table 2: Comprehensive Plan Text Amendment Applications (2015)

Applicant Name	Affected Chapters of the Comprehensive	Description of Request
None	N/A	N/A

Source: Dept. of Planning & Community Development

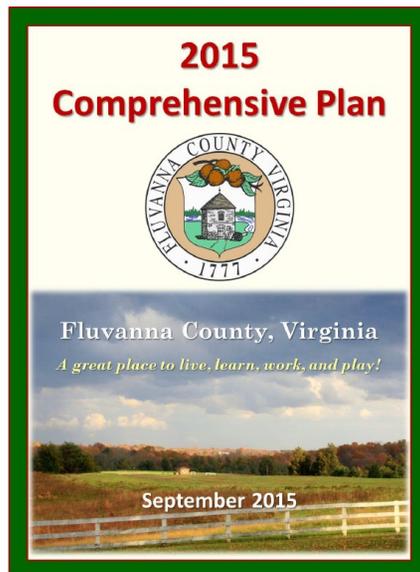


Image 5: The 2015 Fluvanna County Comprehensive Plan

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Generally, any project that involves building a new structure, altering an existing structure, or demolishing a structure will require a building permit. Fluvanna County issues building permits for all construction within its boundaries. The number of building permits issued for new home construction helps officials understand the rate at which residential growth is occurring and where it is concentrated. In Fluvanna County, most new dwellings constructed are single-family units.

Table 3: Building Permits Issued for New Homes by Type (2015)

Housing Type	Number of Permits Issued	Percentage of Total
Single-Family Detached	84	90%
Single-Family Attached	2	2%
Singlewide Mobile Home	6	7%
Doublewide Mobile Home	1	1%
TOTAL	93	100.0%

Source: Dept. of Building Inspections

Figure 2: Building Permits Issued for New Homes by Type (2015)

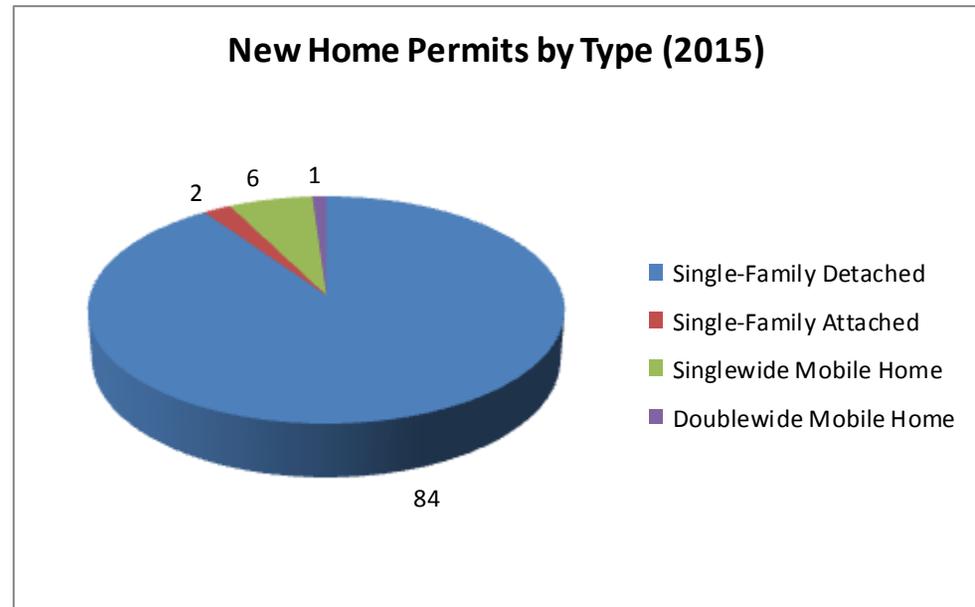
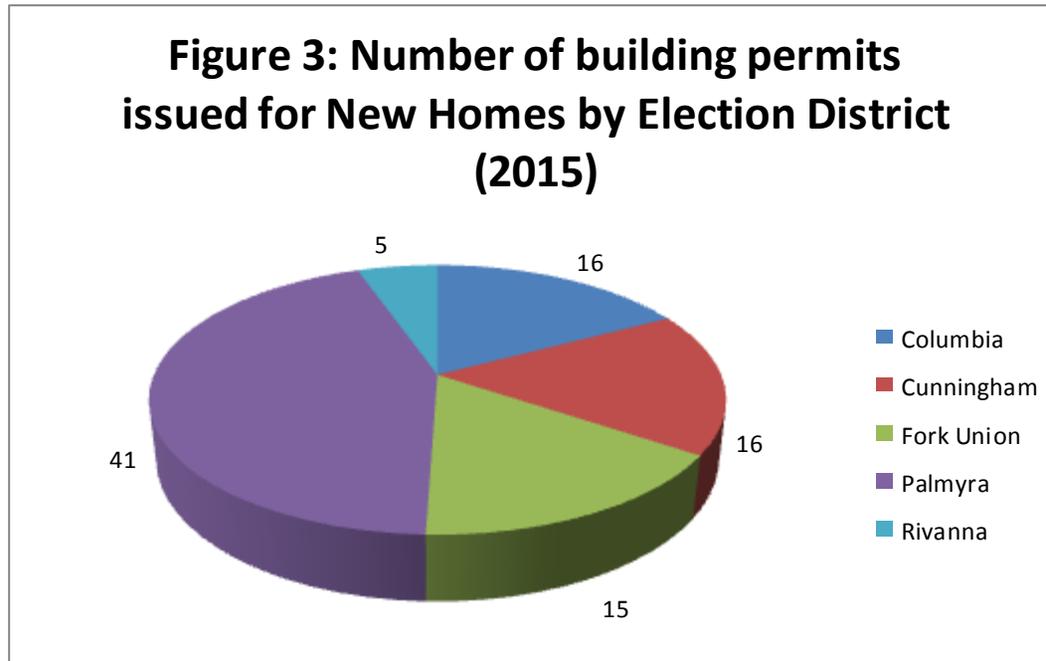


Image 6: A new lot being prepared for housing

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Table 4: Building Permits Issued for New Homes by Election District (2015)

Election District	Number of permits issued	Percentage of total
Columbia	16	17.20%
Cunningham	16	17.20%
Fork Union	15	16.13%
Palmyra	41	44.09%
Rivanna	5	5.38%
Total	93	100.00%

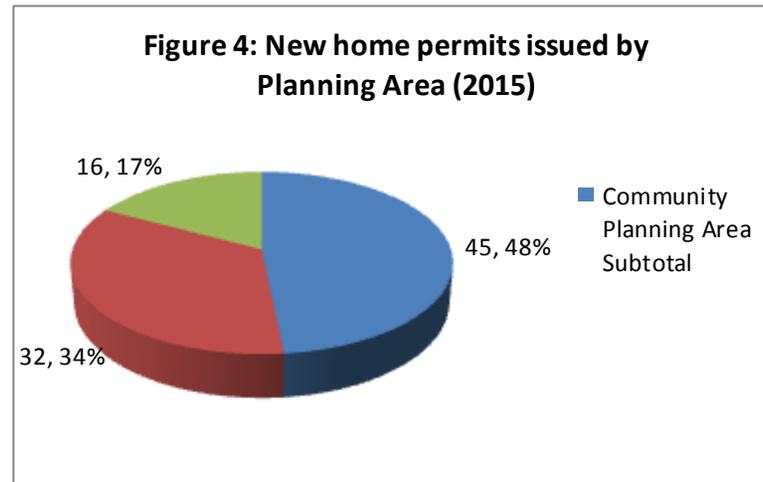


Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Table 5: Building Permits Issued for New Homes by Planning Area (2015)

Planning Area	Number of Permits Issued	Percentage of Total
Columbia Community Planning Area	0	0.00%
Fork Union Community Planning Area	1	2.22%
Palmyra Community Planning Area	1	2.22%
Rivanna Community Planning Area	34	75.56%
Scottsville Community Planning Area	0	0.00%
Zion Crossroads Community Planning Area	9	20.00%
Community Planning Area Subtotal	45	48.39%
Rural Residential Subtotal	32	34.41%
Rural Preservation Subtotal	16	17.20%
TOTAL	93	100.00%



Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Lake Monticello is Fluvanna County’s largest population center. According to the 2010 census, Lake Monticello housed 9,920 residents, which represents 38.6% of Fluvanna County’s total population (2010 Census: 25,691). Since its establishment in the early 1970s, Lake Monticello has supported most of the County’s residential growth. As the community approaches build-out, new construction has slowed; new homes in Lake Monticello represent only a small portion of all new construction countywide. According to County estimates, about 80 of the community’s 5,000 or so lots are vacant.

Figure 5: Number of Permits Issued Inside versus Outside Lake Monticello (2014)

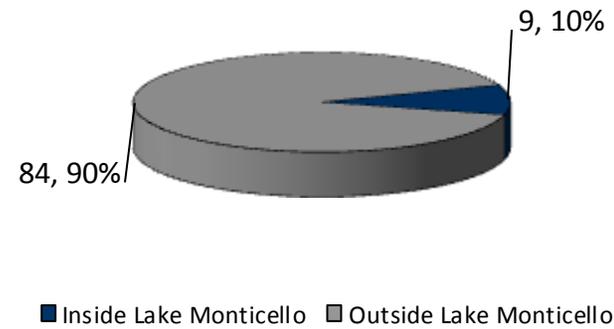


Table 6: Number of Permits Issued for New Detached Homes Inside versus Outside Lake Monticello (2015)

	Inside Lake Monticello	Outside Lake Monticello	County Overall
Number of Permits Issued	9	84	93
Percentage of Total	9.7%	90.3%	100.0%
Average Cost of New Homes	266,974	209,180	\$238,077
Total Cost of New Homes	\$2,402,766	\$17,571,120	\$19,973,886

Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Table 7: Building Permits Issued for New Homes Inside versus Outside Lake Monticello (2015)

Year	Inside Lake Monticello	Outside Lake Monticello	Total Countywide	Percentage Change from Previous Year
2001	282	171	453	30.1%
2002	269	162	431	-4.9%
2003	138	221	359	-16.7%
2004	154	182	336	-6.4%
2005	79	184	263	-21.7%
2006	42	176	218	-17.1%
2007	27	150	177	-18.8%
2008	23	95	118	-33.3%
2009	9	103	112	-5.1%
2010	9	100	109	-2.7%
2011	6	61	67	-38.5%
2012	5	72	77	14.9%
2013	6	82	88	13.0%
2014	7	63	70	-20.5%
2015	9	84	93	32.9%

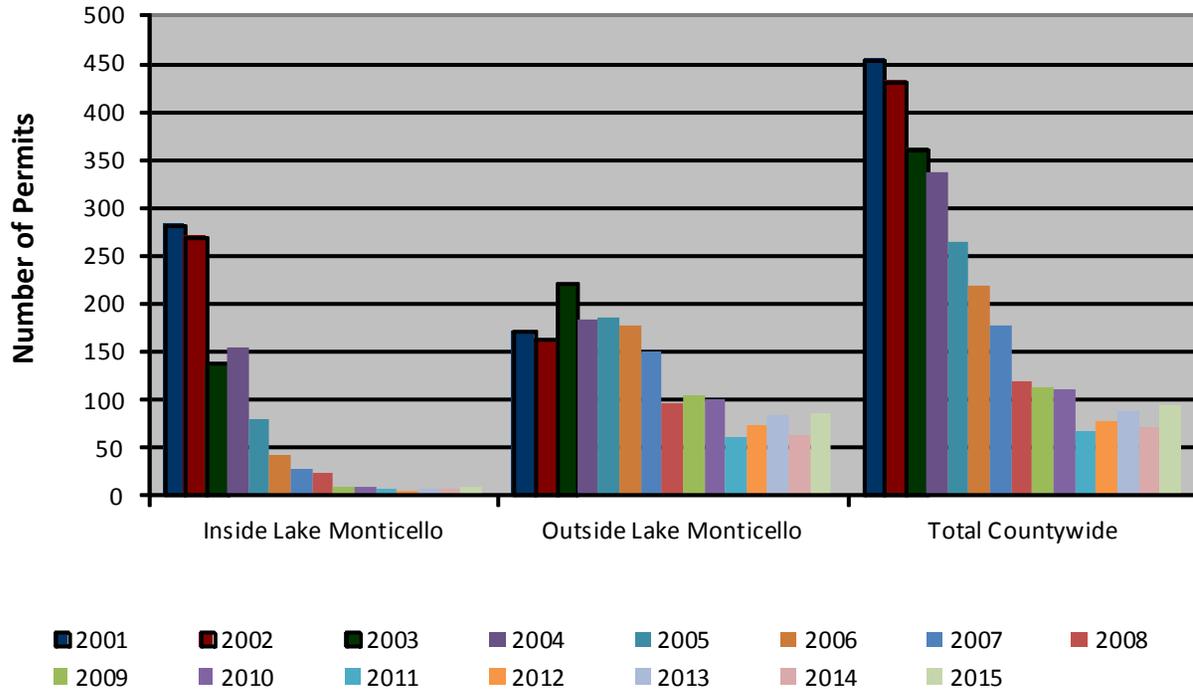
Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Since the early 1970s, thousands of homes have been constructed in Lake Monticello, Fluvanna County’s largest subdivision. In the early 2000s, more homes were built in Lake Monticello than in the rest of the County. In 2001, approximately 62.3% of new homes (282 units) constructed in Fluvanna County were located within Lake Monticello. As the community has approached buildout, the number of new homes constructed within Lake Monticello has dropped considerably. From 2009 through to 2015, only 51 new homes were built in the community.

Figure 6

**Building Permits Issued for New Homes Inside versus Outside Lake Monticello
(2001 - 2015)**



RESIDENTIAL ACTIVITY: BUILDING PERMITS

When applying for a building permit, builders must provide an estimate of the home’s construction cost. In 2015, the average construction cost of a new home in Fluvanna County was \$266,974. Inside Lake Monticello, the average construction cost for a new home was \$209,180. Outside of Lake Monticello, the average construction cost for a new home was \$238,077. Note that the average construction cost does not include land costs.

Figure 7: Average costs of home construction

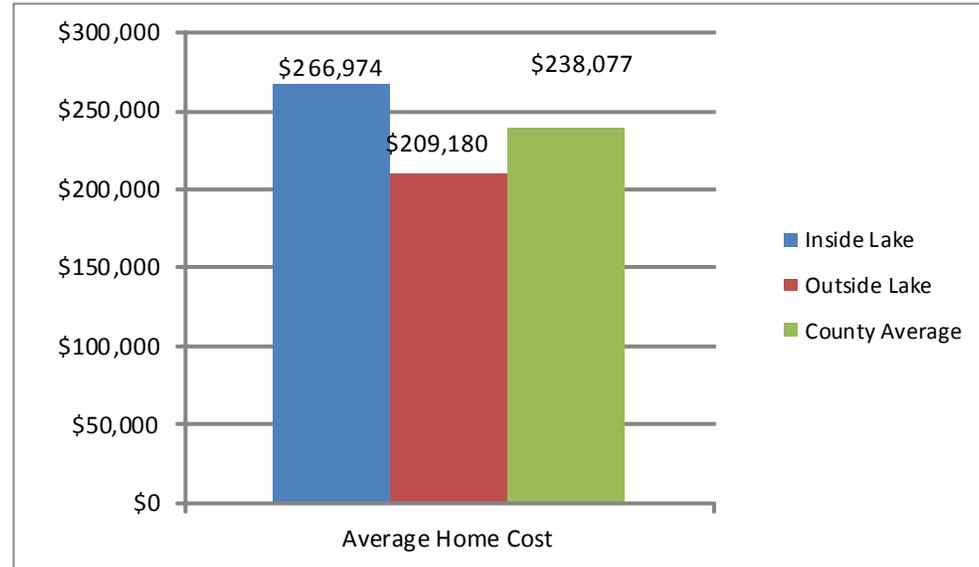


Table 8: Average Construction Cost of New Homes (2015)

	Inside Lake Monticello	Outside Lake Monticello	Countywide
Average Cost of New De-tached Homes	\$266,974	\$209,180	\$238,077

Table 9: Average costs of home construction

New Attached Homes	Average Cost of New At-tached Homes
2	\$ 211,500

RESIDENTIAL ACTIVITY: BUILDING PERMITS

As the number of new homes constructed in Lake Monticello continues to decline, builders are purchasing lots in other newly-developed communities. In 2015, River Oaks, located near Lake Monticello, had more new building permits (14) issued than any other subdivision. The subdivisions with the highest number of building permits issued for new homes are located in the northwestern corner of the County, near Lake Monticello and Zion Crossroads.

Table 10: Subdivisions with the Highest Number of Building Permits Issued for New Homes (2015)

Subdivision	Permits Issued
River Oaks	14
Lake Monticello	9
Sycamore Landing	9
Nahor Village	7
Two Rivers	6
Meadow Brook	4
Boxwood	3
Needham Village	3
Rosewood Manor	2
Fox Glen	1
Oliver Ridge	1
South Keswick	1
TOTAL	60

Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: SUBDIVISIONS

The subdivision ordinance regulates the division of land. Regulations within the subdivision ordinance control the dimensions of lots, the extent and nature of required utilities, plat details, and necessary transportation improvements. Virginia Code requires all localities to adopt a subdivision ordinance. The approval of subdivision plans is an administrative process; local planning staff reviews subdivision plans to determine whether or not they meet the provisions of the subdivision ordinance. In Fluvanna County, most new subdivisions are associated with residential development.



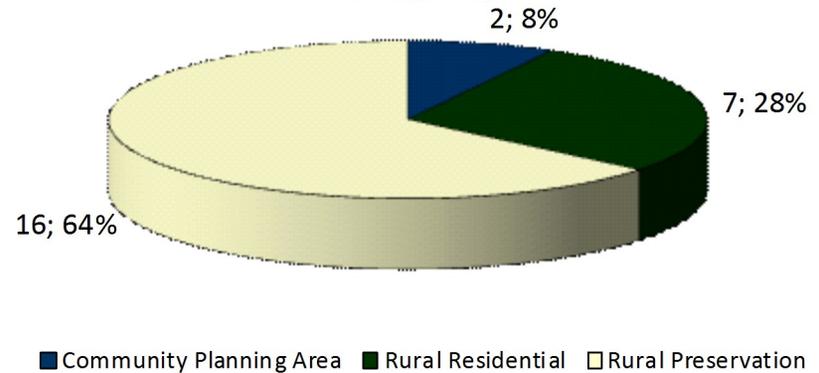
Image 7: New housing on Mulberry Dr.

RESIDENTIAL ACTIVITY: SUBDIVISIONS

Table 11: Approved Subdivision Lots by Planning Area (2015)

Planning Area	Subdivisions Type and Number of Lots			
Community	Major	Minor	Family	Total
Columbia CPA	0	0	0	0
Fork Union CPA	0	0	0	0
Palmyra CPA	0	0	0	0
Rivanna CPA	0	2	0	2
Scottsville CPA	0	0	0	0
Zion Crossroads CPA	0	0	0	0
Community Planning	0	2	0	2
Rural Residential	0	5	2	7
Rural Preservation	0	4	12	16
TOTAL	0	11	14	25

Figure 8: Approved Subdivision Lots by Planning Area (2015)



In 2015, twenty-five (25) lots were created and approved through the subdivision process. Eleven (11) of these lots were created as part of *minor subdivisions* (subdivisions with five or fewer lots). Fourteen (14) lots were associated with *family subdivisions*, which permit the transfer of land to closely-related family members. There were no *major subdivisions*.

Most of the lots created were located within the Rural Preservation Planning Areas; the second largest number of lots created were located in the Rural Residential Planning Areas, as designated within the 2015 Comprehensive Plan. Rural Preservation Planning Areas are intended to be the least developed areas of the county, with very low-density residential development. The Rural Residential Planning Area is intended to accommodate limited low-density residential development (no more than one unit per two acres) and agricultural uses. Community Planning Areas are intended to accommodate higher-density development near existing communities.

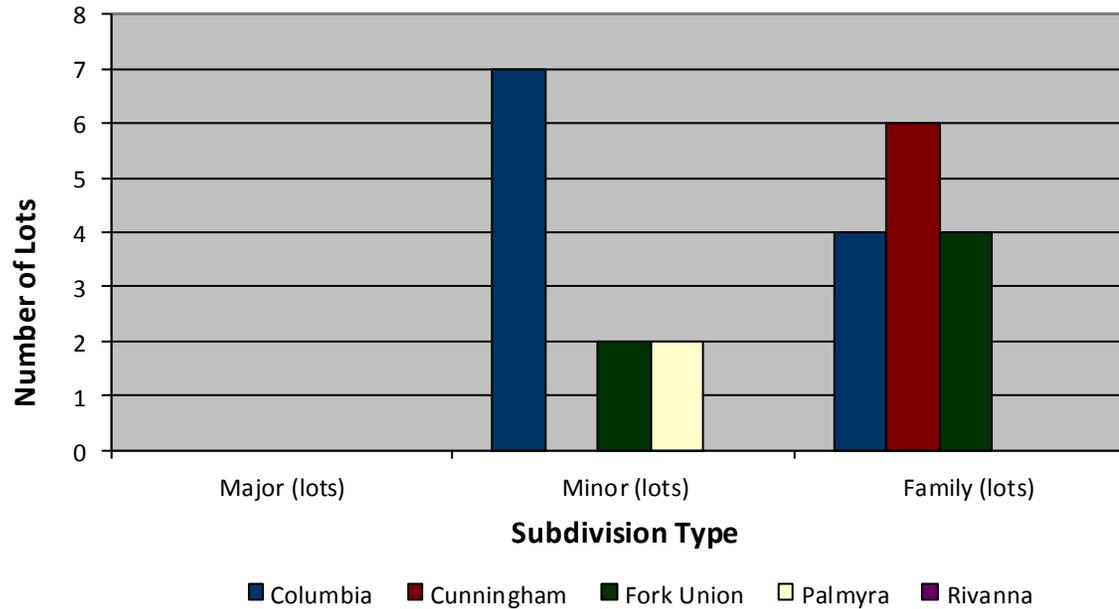
RESIDENTIAL ACTIVITY: SUBDIVISIONS

Table 12: Approved Subdivision Lots by Election District (2015)

Election District	Major (lots)	Minor (lots)	Family (lots)	Total (lots)	% of Total
Columbia	0	7	4	11	44%
Cunningham	0	0	6	6	24%
Fork Union	0	2	4	6	24%
Palmyra	0	2	0	2	8%
Rivanna	0	0	0	0	0%
Total (lots)	0	11	14	25	100%

Source: Dept. of Planning & Community Development

Figure 9: Approved Subdivision Lots by Election District (2015)



RESIDENTIAL ACTIVITY: SUBDIVISIONS

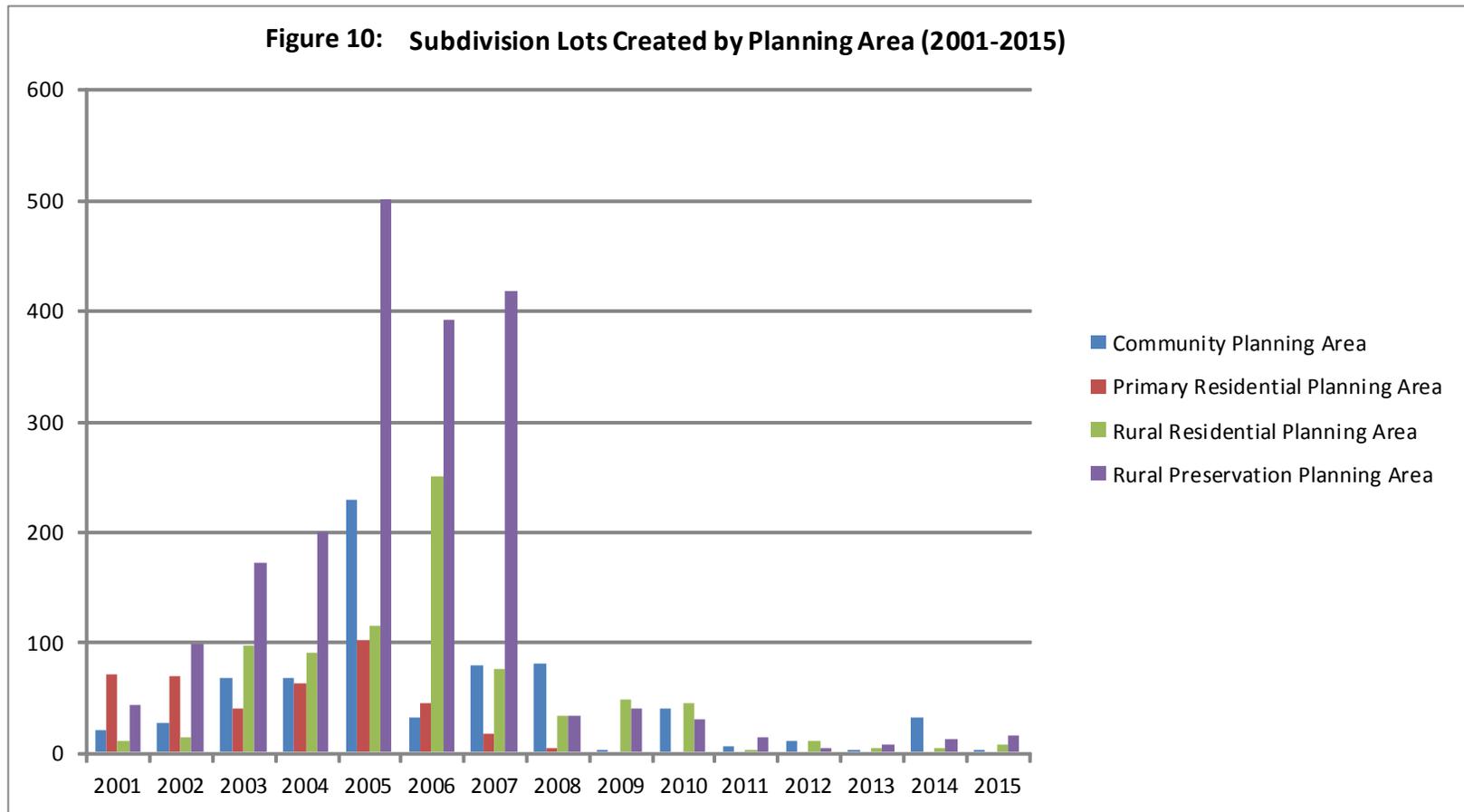
Table 13: Approved Subdivision Lots by Planning Area (2001 - 2015)

Year	Community Planning Area	Primary Residential Planning Area	Rural Residential Planning Area	Rural Preservation Planning Area	Total	% Change from Previous Year
2001	21	70	11	43	145	49.50%
2002	26	69	13	98	206	42.10%
2003	67	40	97	172	376	82.50%
2004	67	63	91	199	420	11.70%
2005	228	102	115	501	946	125.20%
2006	32	44	250	392	718	-24.10%
2007	79	17	75	418	589	-17.97%
2008	80	4	33	33	150	-74.53%
2009	2	0	48	40	90	-40.00%
2010	40	0	45	30	115	21.74%
2011	6	0	2	14	22	-82.61%
2012	11	0	11	4	26	18.18%
2013	2	NA	4	7	13	-50.00%
2014	31	NA	4	12	47	261.54%
2015	2	NA	7	16	25	-46.81%

* Primary Residential Planning Areas were eliminated

RESIDENTIAL ACTIVITY: SUBDIVISIONS

Subdivision activity has slowed significantly since 2007. In the mid-2000s, thousands of lots were created in Fluvanna County; most of these lots were located in areas designated for rural preservation. After 2007, the number of lots approved annually dropped dramatically. From 2008 to 2015, only 488 new lots were created, fewer than the number of lots created in 2007 alone.



RESIDENTIAL ACTIVITY: FLUVANNA/LOUISA HOUSING FOUNDATION

As part of the County’s commitment to addressing housing needs, the Fluvanna/Louisa Housing Foundation, a non-profit organization, was established by Fluvanna County residents in 1990 to improve substandard housing countywide. Since its founding, the organization has installed plumbing in over 100 homes, assisted many first-time homebuyers, and performed hundreds of emergency repairs. The organization also manages the Housing Choice voucher program.

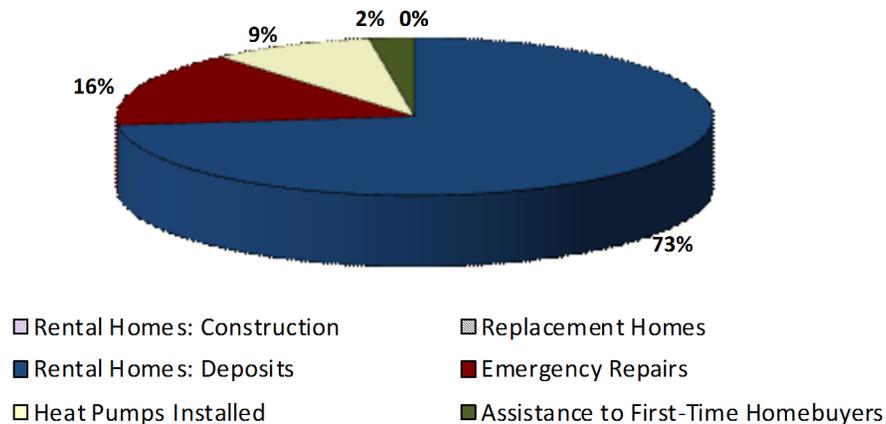
Fluvanna County contributes funds to the Fluvanna/Louisa Housing Foundation. It contributed \$16,000 to the Foundation in 2015.

Table 14: Fluvanna/Louisa Housing Foundation Expenditures on Major Activities (2015)

Type of Activity	Cost
Rental Homes: Construction	\$0
Replacement Homes	\$0
Rental Homes: Deposits	\$135,000
Emergency Repairs	\$28,600
Heat Pumps Installed	\$16,350
Assistance to First-Time Homebuyers	\$4,500
TOTAL	\$184,450

Source: Fluvanna/Louisa Housing Foundation

Figure 11: Fluvanna/Louisa Housing Foundation Expenditures on Major Activities (2015)

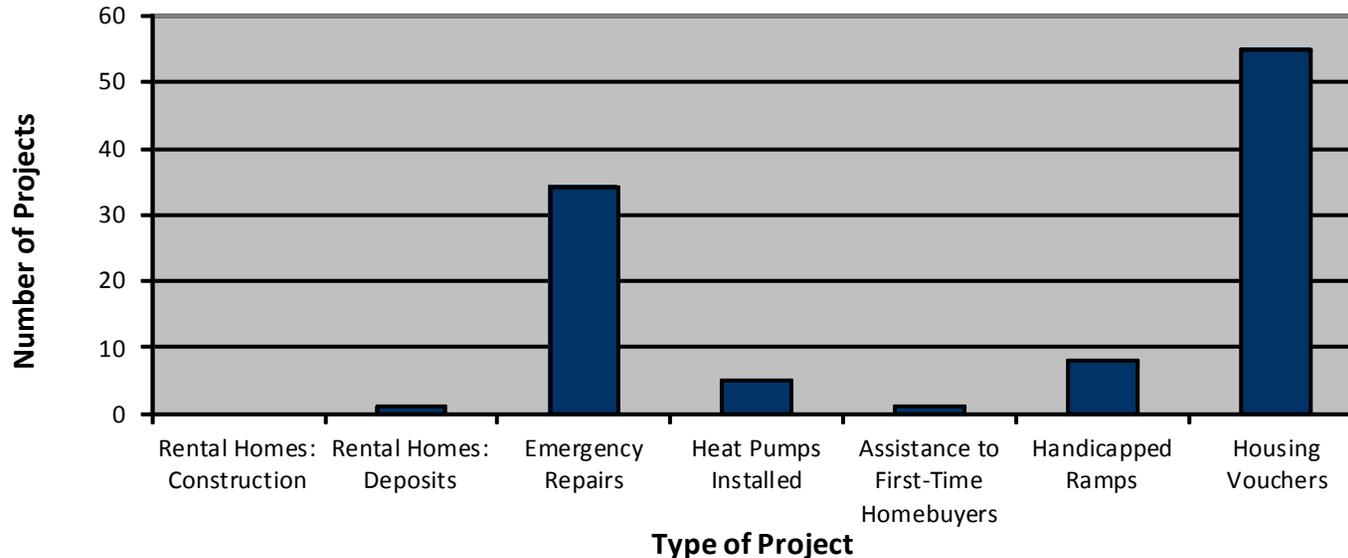


RESIDENTIAL ACTIVITY: FLUVANNA/LOUISA HOUSING FOUNDATION

Table 15: Number of Projects Completed by the Fluvanna/Louisa Housing Foundation (2015)

Project	Number
Rental Homes: Construction	0
Rental Homes: Deposits	1
Emergency Repairs	34
Heat Pumps Installed	5
Assistance to First-Time Homebuyers	1
Handicapped Ramps	8
Housing Vouchers	55
TOTAL	104

**Number of Projects Completed by the
Fluvanna/Louisa Housing Foundation (2015)**



DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Per Fluvanna County's zoning ordinance (Chapter 22), site development plans must be submitted whenever there is construction that causes a visible change; "visible change" includes grading, clearing for development, mining, or building improvements that change the traffic circulation on the site. Agricultural and forestry activities, as well as the construction of single-family homes on individual lots, are exempt from site plan requirements. Most site plans are reviewed administratively; sketch plans that preclude major site plans must be reviewed by the Planning Commission.



Image 8: Lake Monticello Golf Clubhouse (SDP 15:06)

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 16: Site Development Plans within Community Planning Areas (2015)

Community Planning Areas							
Use	Project Description	Applicant	Planning Area	Zoning	Election District	Site Plan Type	Status
Commercial	Single story, climate controlled self storage building	Coleman-Elder LLC	Columbia CPA	B1	Columbia	Major	Approved
Commercial	Existing Van der Linde Recycling Center	Peter Van der Linde	Columbia CPA	I1	Columbia	Minor	Approved
Commercial	Medical Office	Rivanna Land and Development LLC	Palmyra CPA	B1	Palmyra	Minor	Final-Sent in Comments/ Waiting on Revi-
Institutional	Church	Palmyra United Methodist Church	Palmyra CPA	A1/B1	Palmyra	Sketch Plan	Approved
Commercial	New golf clubhouse and cart barn	Lake Monticello Owners Association	Rivanna CPA	R4	Cunningham	Major	Approved
Institutional	Firehouse/Rescue Squad	Lake Monticello Volunteer	Rivanna CPA	R4	Cunningham	Major	Approved
Commercial	Metal storage building,	Green Springs Timber	Zion Crossroads CPA	I1	Columbia	Major	PC
Industrial	Property located along Zion Station Court	JA-ZAN LLC	Zion Crossroads CPA	I1	Columbia	Major	Sketch Re- ceived/Need to Review
N/A	Vacant	JA-ZAN LLC	Zion Crossroads CPA	I1	Columbia	N/A	Withdrawn
N/A	Vacant	Figgins Revocable Trust	Zion Crossroads CPA	I1	Columbia	N/A	PC Approved/ Waiting on New Plats

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 17: Site Development Plans outside Community Planning Areas (2015)

Rural Preservation							
Use	Project Description	Applicant	Planning Area	Zoning	Election District	Site Plan Type	Status
Agricultural	Scheier Natural Area	Rivanna Conservation Society Inc.	Rural Preservation	A1	Cunningham	Sketch Plan	Approved
Agricultural	Grass and Forested undeveloped property with grave	Paul Beyer	Rural Preservation	A1	Fork Union	Major	Sketch Received/Need to Review
Institutional	Major Site Plan	Beulah Baptist Church	Rural Preservation	A1	Columbia	Major	Sketch Received/Need to Review
Institutional	1/7 mile running track and 3 parking spaces	Effort Baptist Church	Rural Preservation	A1	Cunningham	Sketch Plan	Approved

Rural Residential							
Use	Project Description	Applicant	Planning Area	Zoning	Election District	Site Plan Type	Status
Agricultural	Land/Pole Barn	Timothy C. Reese	Rural Residential	A1	Palmyra	Minor	Approved
Commercial	Minor site plan for a stor-	Deer Park Properties	Rural Residential	B1	Palmyra	Minor	Approved
Commercial	Minor site plan	Transcontinental Gas Pipeline	Rural Residential	R1	Cunningham	Minor	Approved
Commercial	Ice cream stand	Jim Toms	Rural Residential	B1	Palmyra	Minor	Sketch-Sent it Comments/Waiting on Revi-
Industrial	Existing Power Generation Facility	Virginia Electric and Power Company	Rural Residential	A1/I1	Fork Union	Major	Approved
Industrial	Bremo Power Station, Amendment to SDP 13:05	Virginia Electric and Power Company	Rural Residential	I1	Fork Union	Amendment	Approved
Institutional	Amendment of SDP 11:04	Cavalry Chapel Fluvanna	Rural Residential	A1	Fork Union	Amendment	Approved

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 18: Site Development Plans by Use (2015)

Agricultural, 2015							
Use	Project Description	Applicant	Planning Area	Zoning	Election District	Site Plan Type	Status
Agricultural	Land/Pole Barn	Timothy C. Reese	Rural Residential	A1	Palmyra	Minor	Approved
Agricultural	Scheier Natural Area	Rivanna Conservation Society Inc.	Rural Preservation	A1	Cunningham	Sketch Plan	Approved
Agricultural	Grass and Forested undeveloped property with grave	Paul Beyer	Rural Preservation	A1	Fork Union	Major	Sketch Received/ Need to Review
Commercial, 2015							
Commercial	Minor site plan for a storage building	Deer Park Properties	Rural Residential	B1	Palmyra	Minor	Approved
Commercial	Medical Office	Rivanna Land and Development LLC	Palmyra CPA	B1	Palmyra	Minor	Final-Sent in Comments/Waiting on
Commercial	Minor site plan	Transcontinental Gas Pipeline	Rural Residential	R1	Cunningham	Minor	Approved
Commercial	Single story, climate controlled self storage building	Coleman-Elder LLC	Columbia CPA	B1	Columbia	Major	Approved
Commercial	New golf clubhouse and cart barn	Lake Monticello Owners Association	Rivanna CPA	R4	Cunningham	Major	Approved
Commercial	Metal storage building, gravel road/parking	Green Springs Timber	Zion Crossroads CPA	I1	Columbia	Major	PC
Commercial	Ice cream stand	Jim Toms	Rural Residential	B1	Palmyra	Minor	Sketch-Sent it Comments/Waiting on Revision
Commercial	Existing Van der Linde Recycling Center	Peter Van der Linde	Columbia CPA	I1	Columbia	Minor	Approved

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 19: Site Development Plans by Use (2015)

Industrial, 2015							
Industrial	Existing Power Generation Facility	Virginia Electric and Power Company	Rural Residential	A1/I1	Fork Union	Major	Approved
Industrial	Property located along Zion Station Court	JA-ZAN LLC	Zion Crossroads CPA	I1	Columbia	Major	Sketch Received/ Need to Review
Industrial	Bremo Power Station, Amendment to SDP 13:05	Virginia Electric and Power Company	Rural Residential	I1	Fork Union	Amendment	Approved
Institutional, 2015							
Institutional	Firehouse/Rescue Squad	Lake Monticello Volunteer Fire Rescue	Rivanna CPA	R4	Cunningham	Major	Approved
Institutional	Major Site Plan	Beulah Baptist Church	Rural Preservation	A1	Columbia	Major	Sketch Received/ Need to Review
Institutional	1/7 mile running track and 3 parking spaces	Effort Baptist Church	Rural Preservation	A1	Cunningham	Sketch Plan	Approved
Institutional	Church	Palmyra United Methodist Church	Palmyra CPA	A1/B1	Palmyra	Sketch Plan	Approved
Institutional	Amendment of SDP 11:04	Cavalry Chapel Fluvanna	Rural Residential	A1	Fork Union	Amendment	Approved
N/A	Vacant	JA-ZAN LLC	Zion Crossroads CPA	I1	Columbia	N/A	Withdrawn
N/A	Vacant	Figgins Revocable Trust	Zion Crossroads CPA	I1	Columbia	N/A	PC Approved/ Waiting on New

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 20: Site Development Plans by Project Type (2001 - 2015)

Year	Commercial/Retail	Industrial	Public/Institutional	TOTAL
2001	5	0	4	9
2002	4	3	1	8
2003	6	2	2	10
2004	8	0	4	12
2005	4	3	0	7
2006	9	2	1	12
2007	9	5	6	20
2008	9	6	2	17
2009	5	3	2	10
2010	3	0	4	7
2011	9	5	2	16
2012	11	3	5	19
2013	4	4	5	13
2014	6	4	4	14
2015	7	3	5	18*
TOTAL	99	43	47	192

*There were three agricultural SDPs in addition to the 18 listed here, for a total of 21 SDPs.

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

In 2015, site development plans were submitted for twenty (20) new projects throughout the County. Two (2) were withdrawn. Eight (8) of these projects were located within one of the community planning areas.

Figure 13: Site Development Plans by Type (2001 - 2015)

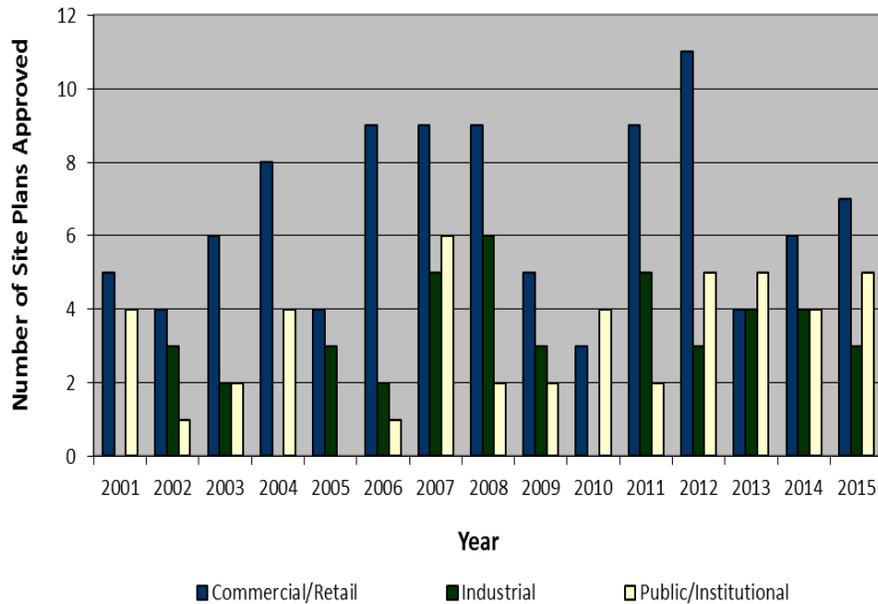
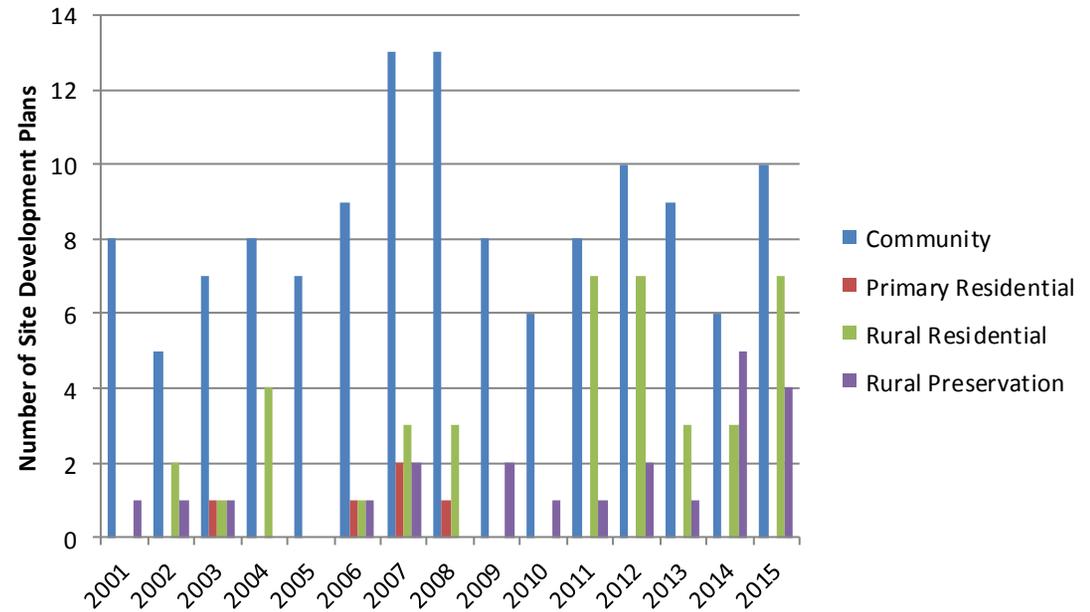


Figure 14: Site Development Plans by Planning Area



ZONING ACTIVITY: ZONING TEXT AMENDMENTS

The zoning ordinance establishes regulations governing the use of land. Fluvanna County's zoning ordinance includes eleven (11) different districts and describes the allowable uses permitted in each district. It also establishes design standards for new development.

Fluvanna County's zoning ordinance was first adopted in January 1974. Since that time, its text has been amended to reflect the changing needs of the community. Many, but not all, of the zoning text amendments have been initiated by the Planning Commission or Board of Supervisors.

Five (5) text amendments were reviewed by the Planning Commission and Board of Supervisors in 2015.

Note: For tracking purposes, amendments to the zoning and subdivision ordinances are both classified as zoning text amendments (ZTAs).

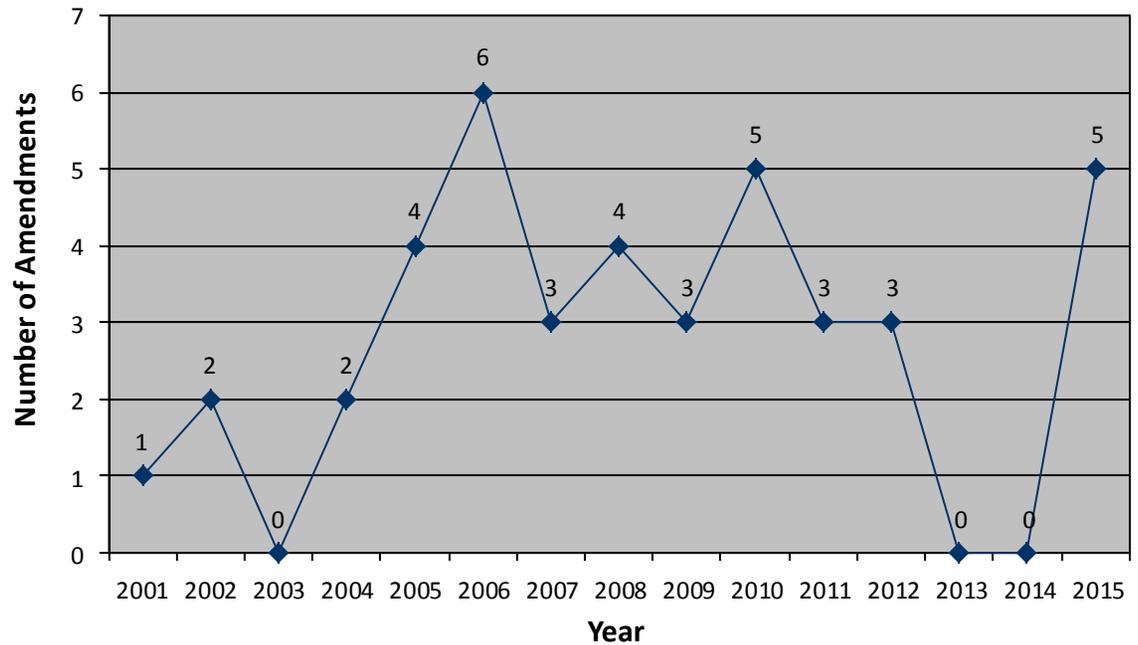
ZONING ACTIVITY: ZONING TEXT AMENDMENTS

Most zoning text amendments have been initiated by the Planning Commission or the Board of Supervisors. Many of these amendments were intended to address changing development patterns, as well as economic, environmental, and public safety concerns. Since the County’s needs change regularly there is often at least one zoning text amendment annually, although 2013 and 2014 are exceptions to this tendency.

Table 21: Zoning Text Amendments (2001 - 2015)

Year	Number
2001	1
2002	2
2003	0
2004	2
2005	4
2006	6
2007	3
2008	4
2009	3
2010	5
2011	3
2012	3
2013	0
2014	0
2015	5
TOTAL	36

Figure 15: Zoning Text Amendments (2001 - 2015)



ZONING ACTIVITY: ZONING MAP AMENDMENTS

Zoning map amendments are requests to change the zoning of a particular property (a **rezoning**). Requested zoning map amendments must be reviewed by the Planning Commission and approved by the Board of Supervisors. While these requests generally involve changing the property’s zoning classification from one district to another, they may also involve modifications to conditions imposed upon a property as part of a previous rezoning.

There are currently eleven different zoning districts: A-1 (Agricultural), R-1 (Residential, Limited), R-2 (Residential, General), R-3 (Residential, Planned Community), R-4 (Residential, Limited), B-1 (Business, General), B-C (Business, Convenience), I-1 (Industrial, Limited), I-2 (Industrial, General), Mobile Home Park (MHP), and Planned Unit Development (PUD).

Table 22: Zoning Map Amendment Applications by Election District (2015)

Election District	Planning Area	Applicant	Prior Zoning	New Zoning	Acreage	Status	Conditional
Palmyra	Palmyra CPA	Memory Lane Property	I1, I2	I2	6.9	Approved	No
Palmyra	Rivanna CPA	Steve L. Peters	A1	B1	21.5	Approved	No
Columbia	Zion Cross-roads CPA	White Oak Stone	A1	I1	4.3	Approved	No
Cunningham	Rural Residential	George W. Dansey	R1	A1	1.9	Approved	No
Columbia	Columbia CPA	Robin M. Travis	A1	B1	4.6	Approved	No
Palmyra	Rivanna CPA	Gardner Trust	A1	B1	13.4	Approved	No
						TOTAL Acreage	39.2 acres

ZONING ACTIVITY: ZONING MAP AMENDMENTS

Table 23: Zoning Map Amendments Approved by Planning Area (2001—2015)

Planning Area	Acres Rezoned														
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Columbia	**	**	**	**	**	**	**	**	0	0	0	0	0	0	4.6
Fork Union	11	0	0	0	0.3	9.5	7.1	0	0	0	0	0	5	0	0
Palmyra	0	0	0	52.1	4.8	52.1	5	0	231.8	0	0	0	2.6	230.6	6.9
Rivanna	18.5	116	16.5	42.7	0	11.4	43.7	0	2.9	44.2	0.0	1.4	0	36.6	21.5
Scottsville	**	**	**	**	**	**	**	**	0	0	0	0	0	0	0
Zion Crossroads	2	15.1	27.3	25.2	54.3	67.7	30.9	21.8	0	0	23.9	0	0	17.1	4.3
Community Subtotal	20.5	131.1	43.8	67.9	54.3	140.7	86.7	21.8	234.7	44.2	23.9	1.4	7.6	284.3	37.3
Primary Residential	<u>0</u>	0	0	0	0	1.5	0	0	*	*	*	*	*	*	*
Rural Residential	<u>0</u>	0	0	43.8	0	0	0	2	5.3	0	0	0	0	0	1.9
Rural Preservation	<u>0</u>	0	0	0	13.0	0	0	0	0	0	0	0	0	0	0
Total	31.5	131.1	43.8	163.9	72.4	142.1	86.7	23.8	240.0	44.2	23.9	1.4	7.6	284.3	39.2

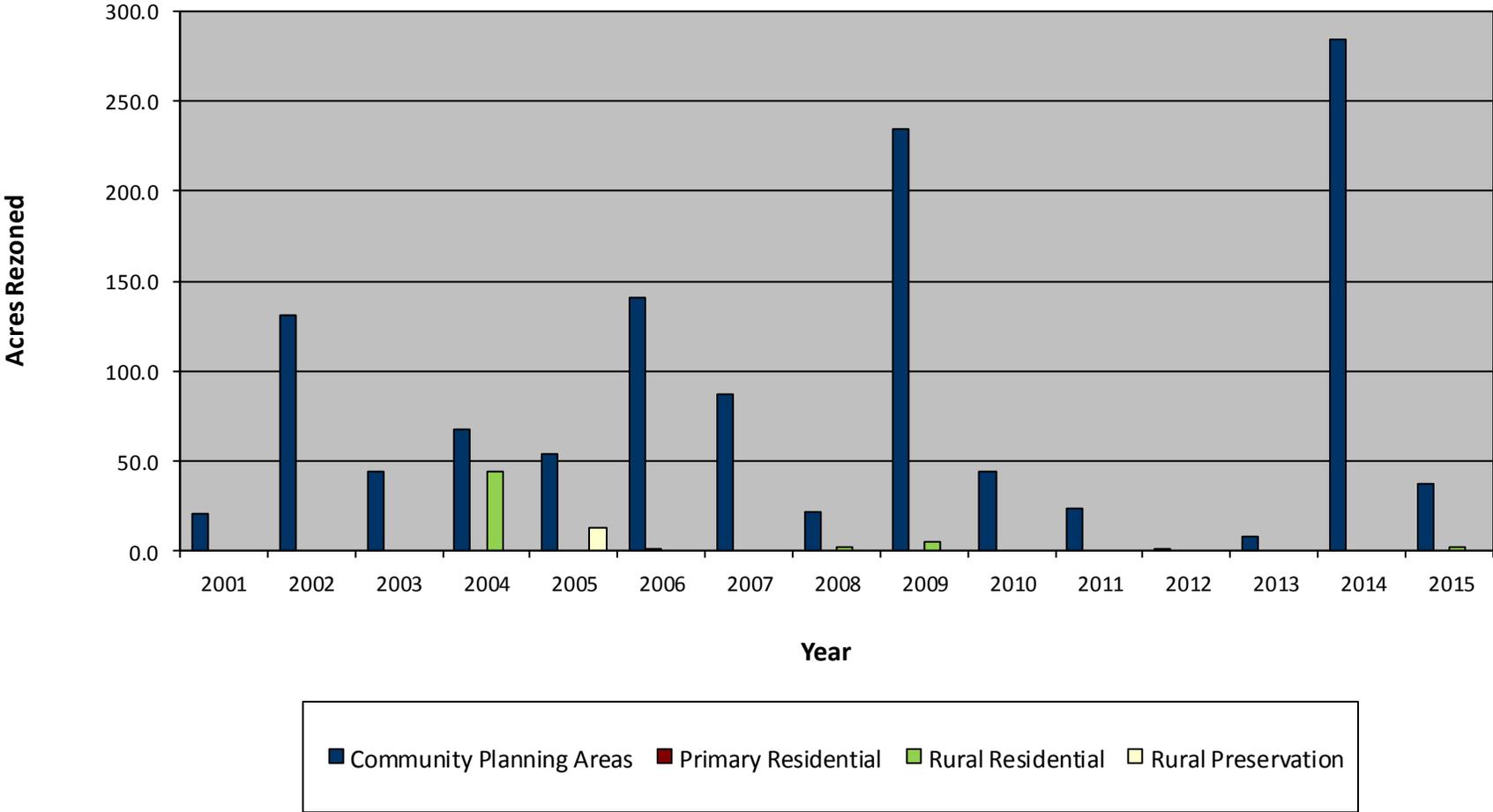
* Primary Residential Planning Area was eliminated.

Source: Dept. of Planning & Community Development

** Columbia CPA and Scottsville CPA were adopted as part of the 2009 Comprehensive Plan.

ZONING ACTIVITY: ZONING MAP AMENDMENTS

Figure 16: Acreage rezoned by Planning Area (2001 - 2015)



ZONING ACTIVITY: SPECIAL USE PERMITS

Within the Fluvanna County Zoning Ordinance, certain uses may be permitted in select districts with a special use permit; that is, uses that require a special use permit may be appropriate in certain locations, but not throughout the entire zoning district. The Planning Commission and the Board of Supervisors review special use permit applications to ensure that the proposed use:

- Does not change the character and established pattern of development in the surrounding location
- Is compatible with the uses permitted by-right in the zoning district
- Does not adversely affect the use or value of neighboring property

The Board of Supervisors may require that the applicants adhere to certain conditions. If the conditions are not met, the special use permit may be revoked.

ZONING ACTIVITY: SPECIAL USE PERMITS

Table 24: Special Use Permit (SUP) Applications by Use (2015)

CPA						
Project Type	Description	Applicant	Zoning	Election District	Planning Area	Status
Commercial	Auction House	JCM III	I1	Fork Union	Fork Union CPA	BOS
Institutional	Amendment to SUP 14:04	Roundtop Limited Partner- ship	B1	Palmyra	Rivanna CPA	BOS
Institutional	Preschool/Aftercare	The Catholic Diocese of Richmond	A1	Cunningham	Rivanna CPA	PC
Rural Residential						
Project Type	Description	Applicant	Zoning	Election District	Planning Area	Status
Commercial	Amendment of SUP 04:25	Stubben North America, Inc.	A1	Palmyra	Rural Residential	Approved
Commercial	Crust and Crumb	George W. Dansey	R1	Cunningham	Rural Residential	BOS
Commercial	Landscape supply	Jeff Jennings	A1	Palmyra	Rural Residential	Approved
Commercial	Outdoor recreational facility	Raymond Goffin	A1	Cunningham	Rural Residential	Deferred

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: SPECIAL USE PERMITS

Table 25: Special Use Permit (SUP) Applications by Use (2015)

Rural Preservation						
Project Type	Description	Applicant	Zoning	Election District	Planning Area	Status
Commercial	Commercial Amusement	Anthony N Smith	A1	Columbia	Rural Preservation	BOS
Industrial	Construct a raw water supply system	James River Water Authority	A1	Columbia	Rural Preservation	Approved
Other						
Project Type	Description	Applicant	Zoning	Election District	Planning Area	Status
Industrial	Construct a raw water supply system	Louisa County Water Authority	A1	Multiple	Multiple	Approved

Note: The JRWA and the LCWA each had two SUPs; while there are 10 SUP's listed on this table and the one on the previous page, there were 12 overall in

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: SPECIAL USE PERMITS

Table 26: Special Use Permit (SUP) Applications by Election District (2001 - 2015)

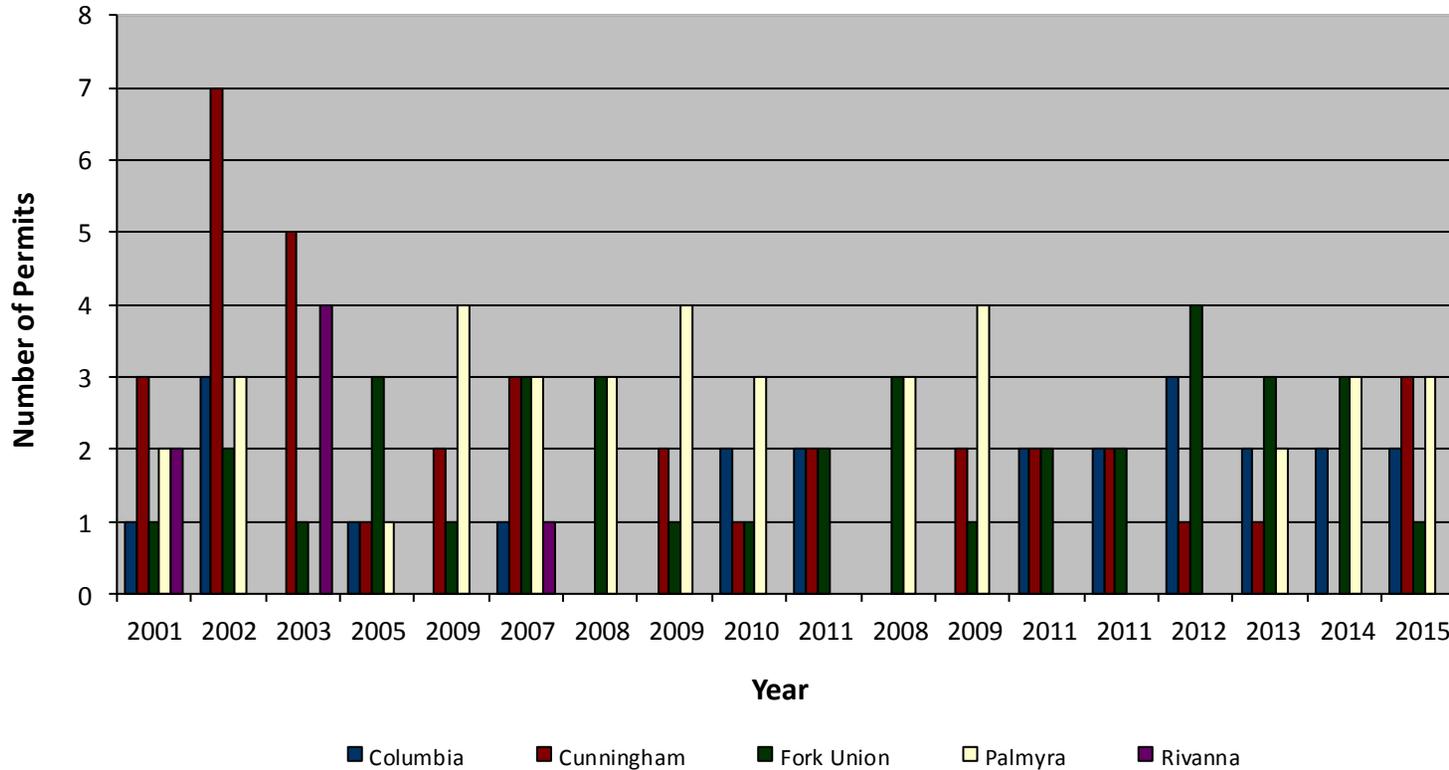
Year	Election District					
	Columbia	Cunningham	Fork Union	Palmyra	Rivanna	Total
2001	1	3	1	2	2	9
2002	3	7	2	3	0	15
2003	0	5	1	0	4	10
2004	2	6	5	8	0	21
2005	1	1	3	1	0	6
2006	2	1	0	8	1	12
2007	1	3	3	3	1	11
2008	0	0	3	3	0	6
2009	0	2	1	4	0	7
2010	2	1	1	3	0	7
2011	2	2	2	0	0	6
2012	3	1	4	0	0	8
2013	2	1	3	2	0	8
2014	2	0	3	3	0	8
2015	2	3	1	3	0	9*
Total	21	33	32	40	8	134

*Out of the 10 SUP's listed in the previous two pages tables, only 9 took place in discrete districts. The 10th SUP (the LCWA) took place in multiple districts so is not represented in this chart. Also, The JRWA and the LCWA each had two SUPs; while there are 9 SUP's listed on this table, there were 12 overall in 2015

ZONING ACTIVITY: SPECIAL USE PERMITS

Twelve (12) applications for special use permits (SUPs) were submitted Countywide. All of the proposals were located in rural parts of the County, outside of community planning areas. Most of these applications were for commercial facilities. As of March 2016, four (4) of the 12 applications for SUPs were confirmed approved via the Department’s DID.

**Figure 17: Special Use Permit (SUP) Applications by Election District
(2001 - 2015)**



ZONING ACTIVITY: CODE COMPLIANCE

The Fluvanna County Zoning Ordinance describes what uses are permitted in each of the zoning districts and how these uses may be conducted. These regulations help promote the health, safety, and general welfare of Fluvanna County residents by designating the types of buildings, businesses, and activities that are acceptable in specific zoning districts. The Code Compliance Officer ensures that the regulations set forth in the zoning ordinance are enforced consistently and equitably. A wide variety of code issues routinely come to the County including subdivision and zoning ordinance violations, inoperative vehicle and junkyard complaints, and other nuisance and miscellaneous complaints. All complaints are investigated quickly, fairly, and thoroughly. Complainant information is kept confidential, but all complaints that are received, anonymous or otherwise, are processed.

In addition to investigating citizen complaints, the Code Compliance Officer completed several other projects:

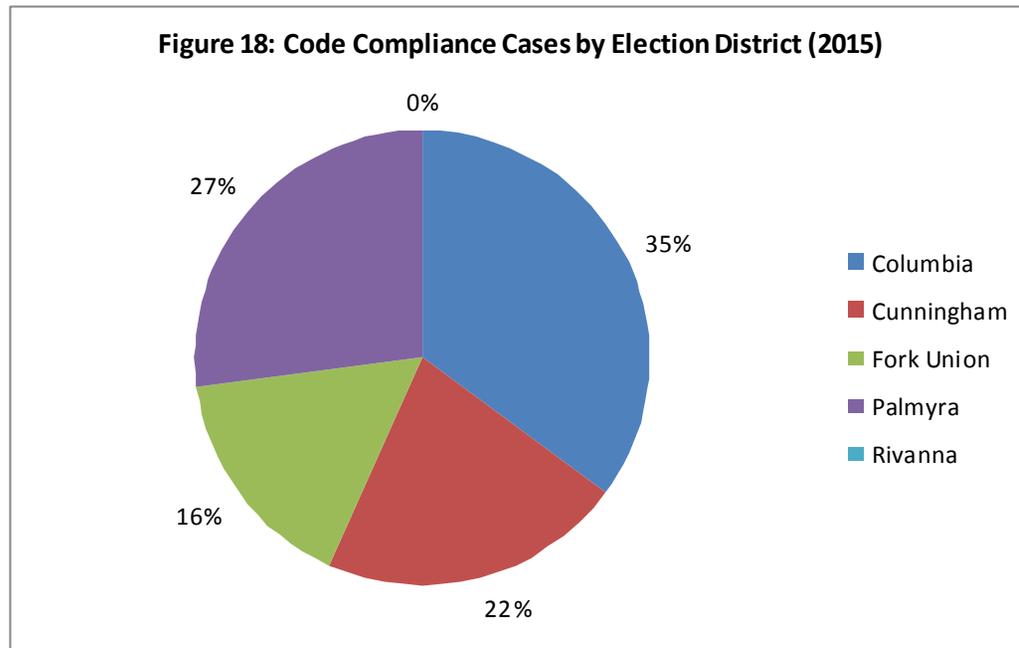
- Removed illegal signage within road right-of-way's throughout the County
- Monitored sound levels within industrial areas
- Inspected properties with existing Special Use Permits, Zoning Use Permits, and Site Development Plans
- Accompanied Health Department and Building Department officials on site inspections as requested
- Inspected and surveyed properties with problematic erosion and sediment control issues
- Completed photographic assessments of commercial, residential, and institutional properties
- Assisted Department of Building Inspections, Department of Public Works, and Planning Department with miscellaneous tasks
- Replaced damaged public hearing signs.

ZONING ACTIVITY: CODE COMPLIANCE

Table 27: Code Compliance Cases by Election District (2015)

Election District	Closed Cases	Pending Cases	Total	% of Total
Columbia	12	1	13	35%
Cunningham	8	0	8	22%
Fork Union	5	1	6	16%
Palmyra	9	1	10	27%
Rivanna	0	0	0	0%
Total	34	3	37	100%

Source: Dept. of Planning & Community Development



ZONING ACTIVITY: CODE COMPLIANCE

Table 28: Code Compliance Cases by Planning Area (2015)

Planning Area	Case Status		
Community	Closed	Pending	Total
Columbia CPA	0	0	0
Fork Union CPA	0	1	1
Palmyra CPA	0	0	0
Rivanna CPA	3	1	4
Scottsville CPA	0	0	0
Zion Crossroads CPA	2	1	3
Community Planning Area	5	3	8
Rural Residential	18	0	18
Rural Preservation	11	0	11
TOTAL	34	3	37

ZONING ACTIVITY: BOARD OF ZONING APPEALS

The Board of Zoning Appeals (BZA) is responsible for hearing appeals from orders, requirements, decisions, or determinations made by the zoning administrator or other local government staff. The BZA is also responsible for granting variances from zoning regulations. Virginia law requires that every locality with a zoning ordinance have a BZA.

There are currently five (5) members appointed to the BZA. The board is scheduled to meet monthly, but only convenes when an item is requested for their consideration.

Figure 19: Zoning Variances by Year (2001 - 2015)

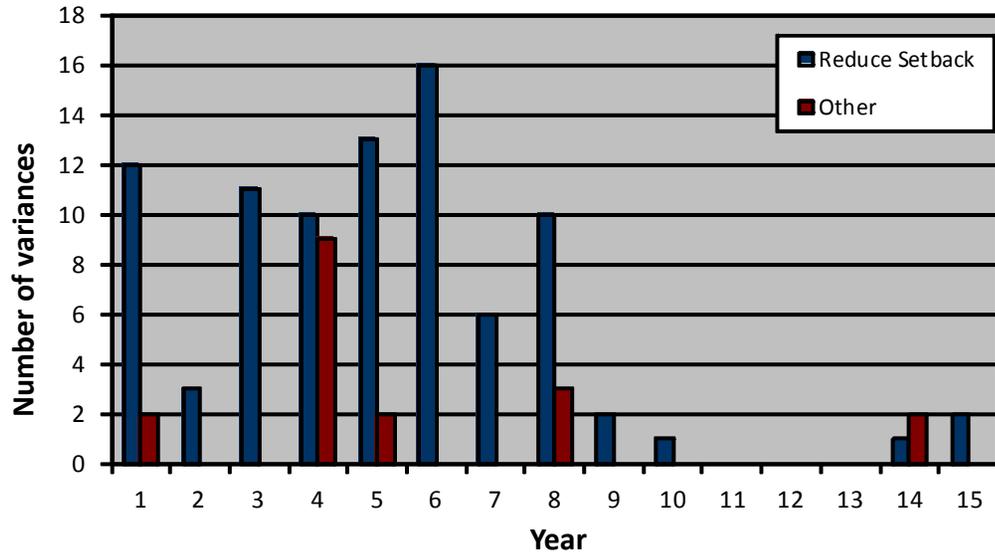


Table 29: Zoning Variances by Year (2001 - 2015)

Type of Variance																
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
Reduce Set-	12	3	11	10	13	16	6	10	2	1	0	0	0	1	2	87
Other	2	0	0	9	2	0	0	3	0	0	0	0	0	2	0	18
TOTAL	14	3	11	19	15	16	6	13	2	1	0	0	0	3	2	105

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: BOARD OF ZONING APPEALS

Table 30: Zoning Variances by Election District (2015)

Election District	Type of Variance				TOTAL
	Reduce Setback	Reduce Parking Required	Reduce Public Road Frontage	Other	
Columbia	2	0	0	0	2
Cunningham	0	0	0	0	0
Fork Union	0	0	0	0	0
Palmyra	0	0	0	0	0
Rivanna	0	0	0	0	0
TOTAL	2	0	0	0	2

Source: Dept. of Planning & Community Development

PRESERVATION PROGRAMS: OVERVIEW

Despite experiencing rapid population growth over the past decade, Fluvanna County retains its rural character. To promote the preservation of its rural lands, Fluvanna County has adopted several conservation initiatives.

The Agricultural and Forestal District (AFD) program provides an economic incentive for landowners to retain their property as open space. Landowners who use their property for farming or forestry are eligible, with approval from the Board of Supervisors. Properties enrolled in the program qualify for an agricultural or forestal use-value assessment. While a property is enrolled in the AFD program, it may not be developed to a more intensive use. The program also provides protection from some state actions.

The Land Use Valuation Program allows for the reduction of real estate taxes on parcels used for qualified agricultural, horticultural, forestry, and open space uses. Interested landowners must apply to the Commissioner of the Revenue to enroll in the program.

Several agencies and organizations hold conservation easements throughout the County. In 2006, the Board of Supervisors adopted its own Conservation Easements Program; the first two conservation easements to be held by Fluvanna County were approved in 2007. As of January 2015, 13,530 acres were under conservation easements held by public and private entities. The County itself currently holds four (4) conservation easements totaling approximately 916 acres.



Image 9: View of the Rivanna River from the Barber property, which Fluvanna County holds a conservation easement upon.

PRESERVATION PROGRAMS: AGRICULTURAL & FORESTAL DISTRICTS

Table 31: Agricultural & Forestal Districts (2015)

District Name	Planning Area	Approval Date	Review Period	Review Date	Total Acreage
Adams Creek	Rural Residential	5/16/2001	10 Years	May 2011	547.330
Bourne Tract	Rural Preservation	8/4/1999	8 Years	March 2015	276.130
Bowlesville	Rural Preservation	3/17/1999	8 Years	March 2015	976.120
Bremo Recess	Rural Preservation	1/17/2001	10 Years	January 2011	0.760
Byrd Creek	Rural Preservation	7/21/1999	10 Years	July 2009	996.600
Carysbrook	Rural Preservation	7/21/1999	10 Years	July 2009	1625.520
Cunningham Acres	Rural Preservation &	11/17/1999	10 Years	November 2009	468.500
Dobby Creek	Rural Residential	1/17/2001	10 Years	January 2011	396.547
Glenarvon Farm	Rural Preservation	11/17/1999	10 Years	November 2009	1735.160
Granite Hills	Rural Preservation	8/4/1999	10 Years	August 2009	826.920
Kidds Store	Rural Preservation	12/15/1999	10 Years	December 2009	1872.083
Lower Bremo	Rural Preservation	1/17/2001	10 Years	January 2011	868.550
North 640	Rural Preservation	11/17/1999	10 Years	November 2009	2169.600
Poorhouse	Rural Residential	1/19/2000	10 Years	January 2010	522.690
Sheperds	Rural Preservation	11/15/2000	10 Years	November 2010	687.606
Shores-Hardware	Rural Preservation	1/17/2001	10 Years	January 2011	1269.320
Stage Junction	Rural Preservation	6/7/2000	10 Years	June 2010	830.870
Union Mills	Rural Preservation	5/15/2002	10 Years	May 2012	372.430
Upper Bremo	Rural Preservation	9/20/2000	10 Years	September 2010	1856.560
Total Acreage					18,299.30
% of Total County Acreage within Agricultural & Forestal Districts					9.97%

Source: Dept. of Planning & Community Development

PRESERVATION PROGRAMS: AGRICULTURAL & FORESTAL DISTRICTS

Table 32: Acreage Enrolled in Agricultural & Forestal Districts (2001 - 2015)

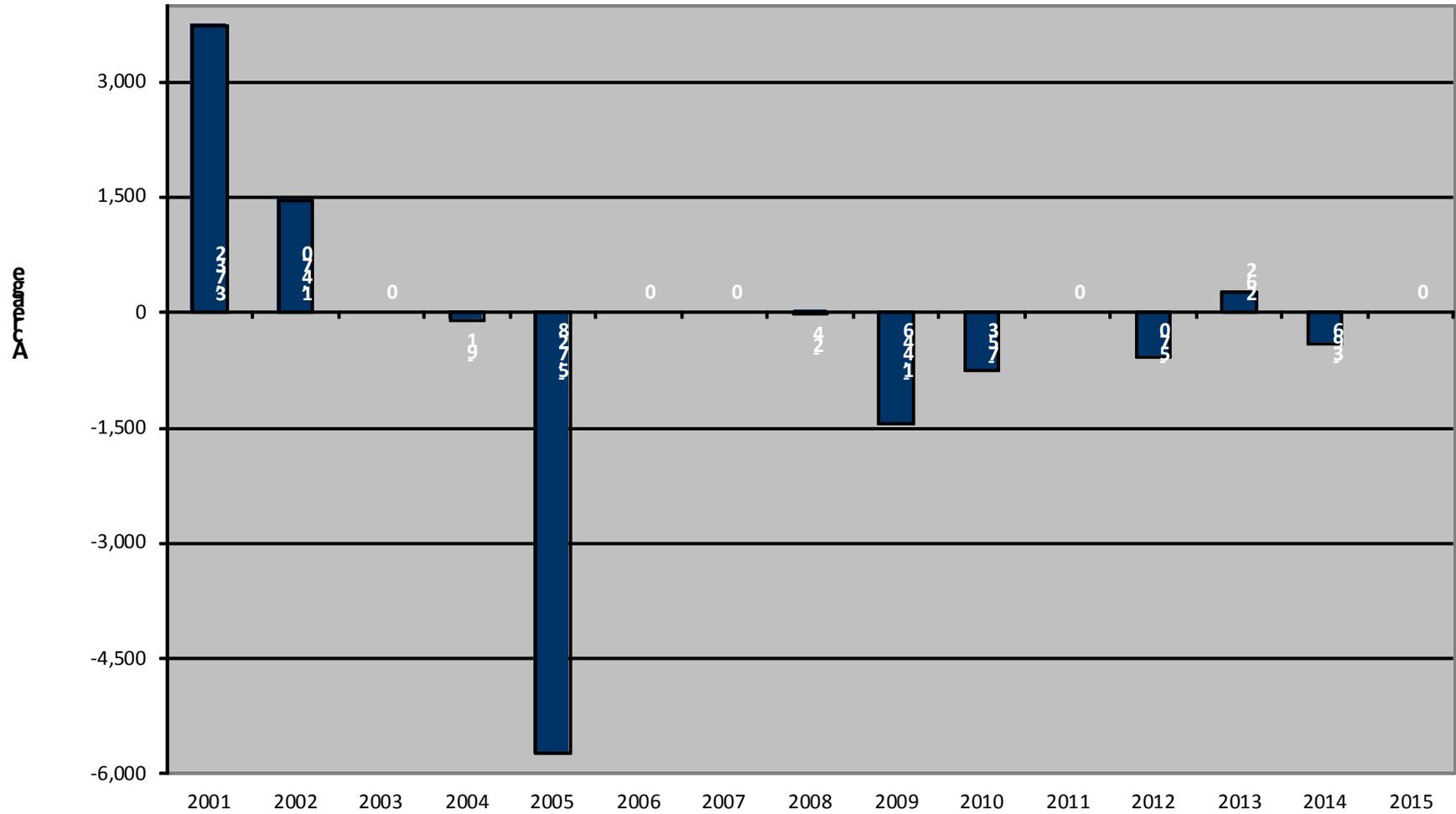
YEAR	DISTRICTS APPROVED/ NULLIFIED	ACREAGE ADDED/ WITHDRAWN
2001	6	3,732
2002	2	1,470
2003	0	0
2004	0	-91
2005	-3	-5,728
2006	0	0
2007	0	0
2008	0	-24
2009	0	-1,446
2010	0	-753
2011	0	0
2012	-1	-570
2013	0	446
2014	0	-212
2015	0	0

Agricultural & Forestal Districts (2015)	
Total Number of Districts:	19
Total Acreage within Districts:	18,299.3
Total Number of Parcels:	338

Source: Dept. of Planning & Community Development

PRESERVATION PROGRAMS: AGRICULTURAL & FORESTAL DISTRICTS

Agricultural and Forestal Districts Additions & Withdrawals (2001 - 2015)



PRESERVATION PROGRAMS: LAND USE TAXATION

Table 33: Acreage Under Land Use Taxation (2001 - 2015)

Year	Land Use Type			Total	Percentage of Total County Acreage
	Agriculture	Forestry	Open Space		
2001	32,187	95,282	763	128,232	70%
2002	31,827	98,604	531	130,962	71%
2003	32,283	98,342	577	131,202	71%
2004	31,945	96,608	599	129,152	70%
2005	30,463	92,520	555	123,538	67%
2006	29,846	89,978	482	120,306	65%
2007	31,095	90,098	173	121,366	66%
2008	31,378	90,739	141	122,258	67%
2009	28,380	82,620	89	111,089	60%
2010	28,176	85,134	309	113,619	62%
2011	27,335	83,981	86	111,402	61%
2012	27,186	83,868	86	111,140	60%
2013	27,205	84,904	153	112,262	61%
2014	26,974	84,311	304.38	111,642	61%
2015*	26,593*	83,434	568	110,623	61%
*In 2015, 26 acres were in Horticultural uses				Total Acreage in County	183,808

PRESERVATION PROGRAMS: LAND USE TAXATION

From its highpoint in 2003, the amount of acreage enrolled in the Land Use Valuation Program has generally decreased. In 2003, approximately 71% of the County (131,202 acres) was enrolled in the program; by 2013, only 60.4% of the County (111,642 acres) was enrolled.

In 2015, 904 new acres of land were enrolled in the Land Use Valuation Program. The total acreage enrolled in the program in 2015 was 110,623, a slight decline from the total 111,642 acres enrolled in 2014.

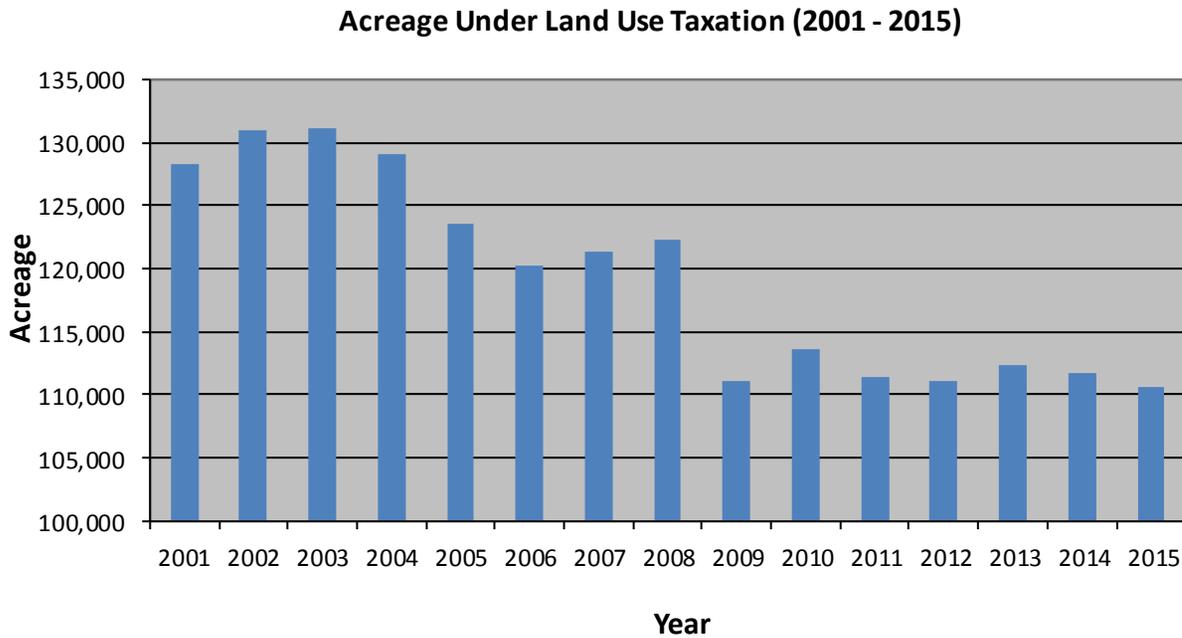


Image 10: A view of farmland on the James River

PRESERVATION PROGRAMS: CONSERVATION & HISTORIC EASEMENTS

As of January 1, 2015, there are 33 conservation and historic easements in Fluvanna County. These easements protect **13,530 acres**, or **approximately 7% of the County**. The Virginia Department of Forestry (VDOT), Virginia Department of Historic Resources, Virginia Outdoors Foundation, and Fluvanna County itself hold easements countywide. The County itself currently holds four (4) conservation easements totaling approximately 917 acres. Most of the land protected by conservation and historic easements is located in the eastern portions of the County, along or near the Rivanna and James Rivers (see Appendix C).

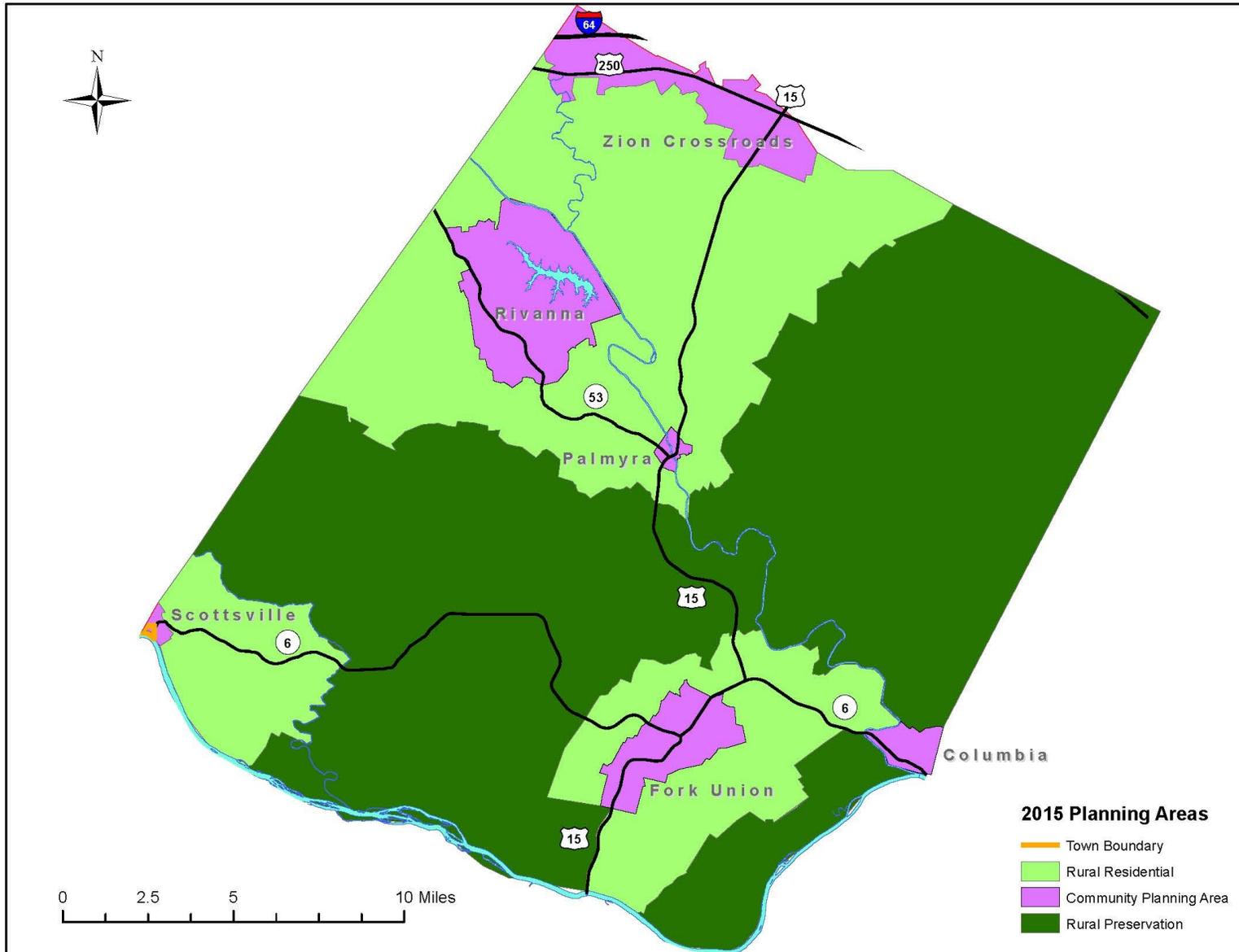
Table 34: Conservation Easements Approved (not yet recorded) in Fluvanna County in 2015

Property Name	Easement Holder	Year Placed	Planning Area	Acreage
N/A	N/A	N/A	N/A	N/A

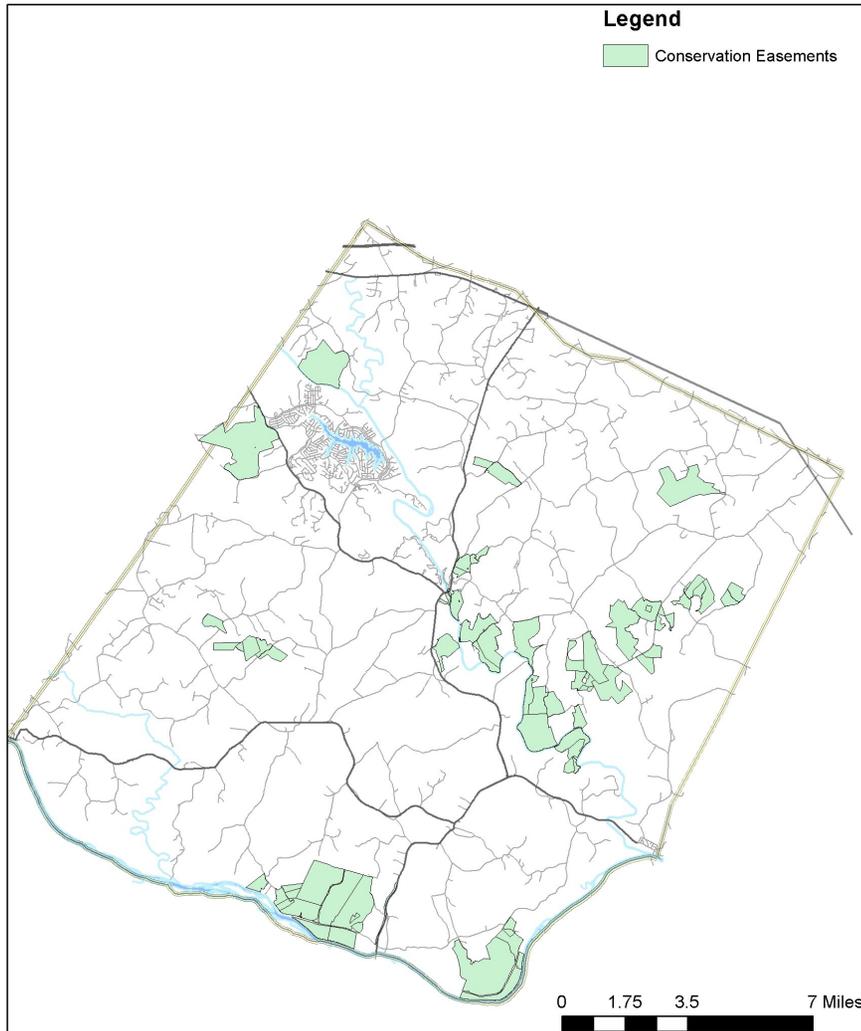


Image 11: View of the Barber Property, one of the first conservation easements accepted by Fluvanna County.

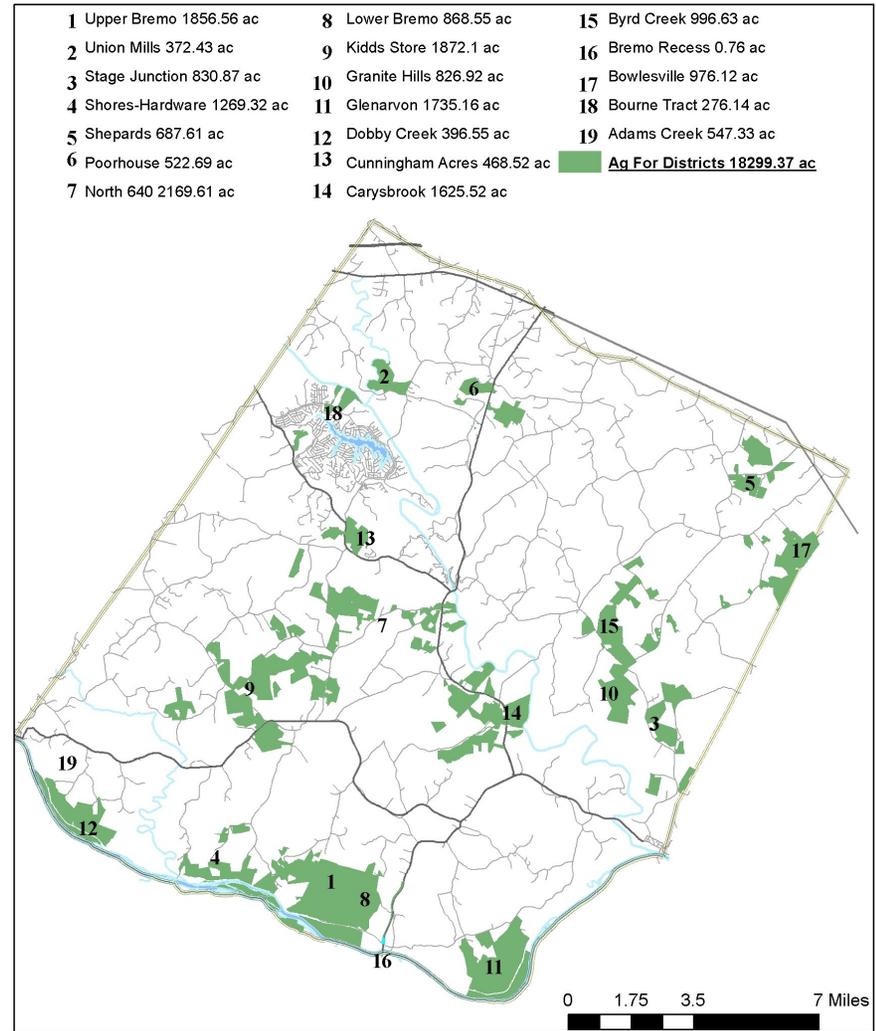
APPENDIX A: 2015 COMPREHENSIVE PLAN FUTURE LAND USE MAP



APPENDIX B: MAP OF CONSERVATION EASEMENTS



APPENDIX C: MAP OF AGRICULTURAL & FORESTAL DISTRICTS



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 15, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, May 18, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for May 18, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
May 18, 2016
Regular Meeting 7:00 pm

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair (*Arrived at 8:37pm*)
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District (*Arrived at 7:34pm*)
Donald W. Weaver, Cunningham District

ALSO PRESENT:

Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 7:01 pm, Vice Chair Booker called the Regular Meeting of May 18, 2016 to order.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

At the request of Mr. Nichols, the Presentation: *Fluvanna County Sheriff's Office Recognition of Commendation* by Sheriff Eric Hess & Captain Von Hill was moved ahead of the County Administrator's Report.

MOTION

Mr. Weaver moved to accept the Agenda, as amended, for the May 18, 2016 Regular Meeting of the Board of Supervisors, with changes. Mrs. Eager seconded and the Agenda was adopted by a vote of 3-0. AYES: Booker, Eager, and Weaver. NAYS: None. ABSENT: Sheridan & O'Brien.

PRESENTATIONS

Fluvanna County Sheriff's Office Recognition of Commendation—Sheriff Eric Hess & Captain Von Hill, recognized Deputy Patrick Wood and Deputy Tyler Thornton, on each of whom was bestowed the Legion of Mercy Award for lifesaving efforts.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- National Police Week, May 15-21
- National EMS Week, May 15-21
- Congratulations to Steve Hester, Grounds Supervisor, and Kelly Belanger Harris, Clerk to the Board--Master Gardener Graduates!
- State Veterinarian's Facility Inspection at FSPCA: Unannounced Inspection. All NSF - No significant findings. Inspector was thoroughly impressed with the improvements. Inspector said if the inspection forms had a general comments section, she would have commented "OMG!"
- DEQ Inspection of Fluvanna's Closed Landfill: "No Deficiencies" during the April inspection, Kudos to William Opie, Waverly Thomas, Russell Morton, Willis Thomas, Roger Smith, Robert Bryant, Steve Hester, Greg Sawyer, and Anthony Tanner for their recent hard work in helping us reach our goal.
- Reminder: Community Business Forum, May 19, 2016 at Saints Peter and Paul Catholic Church
- JRWA Bond Pricing held on May 11th: Further reduction in debt service requirements based on final interest rate (~3.37%); Maximum annual debt service over the loan period is \$470,287.50 (Fluvanna share - \$235,143.75)
- FY17 Blue Ridge Juvenile Detention Cost Savings
- Extension Commercial Kitchen Update:
 - *Cooperative Extension Impacts:* SNAP Ed, Faye Anderson; Cooking Classes with Food Stamp Recipients; Cooking Classes with seniors in the JABA senior center, utilizing food grown in newly installed raised beds at FCC; Classes held in conjunction with Families Learning Together (Fluvanna-based program); Kim Mayo, 4-H Agent; 4-H Day Camps, such as Food Preservation, Kids in the Kitchen, whatever she can dream up. They did a cake and cookie making/decorating day camp last year! Ian Pasquarelli and Crysti Hopkins, Area FCS Agents; ServSafe, Cooking for Crowds, and Food Handling for Farmers (GAP Certification); John Thompson, Agriculture Agent; Farmers Market focused management training; Master Gardener-led, safe food handling from the garden to the plate
 - *Fluvanna County Health Department Impacts:* Allows provision of nutrition education to our WIC clients; Conduct innovative programming around nutrition concepts for pregnant women and children up to age 5; Provide Serv-Safe classes for Fluvanna Food Service operators; Serv-Safe provides education in proper food handling with the goal of reducing foodborne disease; Provide community education on healthy eating, meal preparation, and proper nutrition to community members and groups.
 - *Extension efforts to date:* Kitchen Design (~\$3,000 value) by Master's Degree Student Alexandria Hubbard; Received JABA equipment donation (begun by Mozell Booker); Commercial double sided refrigerator; Double sided commercial freezer; Under counter commercial refrigerator; Completed Community Survey to demonstrate need and usage; Research on related business projects around the state, with synopsis of rates and locations presented to BOS May 2015.

- Dr. Denise Bonds, Health District Director, reports FY16 Health Dept. staff vacancy savings ~\$20,000; Requests to return these funds to Fluvanna County: For use in finishing the commercial kitchen build out; Total Kitchen Completion Cost - ~\$35,000;
- BOS DIRECTION? Carryover and Transfer funds for Kitchen Equipment? County Contribution? Blue Ridge savings?
- Proposed Work Session on June 15, 2016, 4:00 pm
 - Revenue Enhancement Options; Ordinance and Policy Updates to support infrastructure and economic development.
- County Administrator on Vacation, May 21-28; Finance Director Eric Dahl will serve as Acting
- UPCOMING MEETINGS:
 - Wed, June 1, 4:00PM Regular Meeting, Courtroom
 - Wed, June 15, 4:00PM, Work Session, Morris Room; 7:00PM Regular Meeting Courtroom
 - Wed, July 6, 4:00 PM & 7:00PM, Dual Regular Meeting Courtroom
 - Wed, Aug 3, 4:00 PM Regular Meeting Courtroom

BOARD OF SUPERVISORS UPDATES

Sheridan— Absent.

Booker—Eagle Scout Court, van der Linde Recycling, memorial for Deputy Bishop's relative, JABA Resource Fair, Fluvanna-Louisa Housing, Intergenerational Council Meeting.

Eager—Eagle Scout Court, van der Linde Recycling.

Weaver—Old Farm Day, CVRJ Board.

O'Brien- Absent.

PUBLIC COMMENTS #1

At 7:28pm Chair Sheridan opened the first round of Public Comments.

With no one else wishing to speak, Vice Chair Booker closed the first round of Public Comments at 7:28pm.

PUBLIC HEARING

VDOT SSYP and Construction Priority List—Joel DeNunzio, VDOT Charlottesville Residency Engineer & Greg Banks, VDOT Program Management Analyst, presented the Secondary Six Year Plan for Fluvanna. Mr. Banks highlighted certain projects, gave an overview of funding, and solicited questions and concerns from the Board.

At 7:40pm, Vice Chair opened the public hearing.

There being no one wishing to speak, Vice Chair closed the public hearing at 7:40pm.

Vice Chair Booker opened discussion among Supervisors. Mrs. Eager inquired if the roads indicted in the draft plan are the only roads under consideration for the SSYP. Mr. DeNunzio explained briefly the process by which roads are included in the SSYP.

MOTION:

Mr. O'Brien moved to accept the Resolution for the VDOT Secondary Six-Year Plan (2016/17 through 2020/21) and VDOT Construction Priority List (2016/17) as required by sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

SUP 16:04- Antioch Brewing Company LLC – Raymond and Chrystan Bunch—James Newman, Planner, brought forward a request for a special use permit to operate a small home industry with respect to 2.04 acres of Tax Map 27, Section 10, Parcel 4. The affected property is located on the south side of Branch Road (Route 761), approximately one-third of a mile northeast of its intersection with Rolling Road South. Also on the property is an existing child care operation, separated from the proposed brewery by a structure and fencing. The property is located in the Cunningham Election District and is within the Rural Preservation Planning Area. At its meeting on April 27, 2016, the Planning Commission recommended approval (5-0-0.)

Vice Chair Booker invited the applicant forward to speak.

Alan Crummette, representative for Antioch Brewing Company, LLC, gave a brief overview of the production process and plans for future growth.

At 7:54, Vice Chair Booker opened the Public Hearing.

Joe Taylor, 116 South Boston Rd., inquired about the safeguards in place to protect the children in the existing child care business also on the property. Chrystan Bunch, owner, indicated on the map displayed on the presentation screen, the area of the entrance to the child care, the play yard, and the entrance to the brewery buildings. Mrs. Bunch indicated that the child care areas are segregated from the proposed brewery by fencing and distance.

With no one else wishing to speak, Vice Chair Booker closed the Public Hearing at 7:55pm.

MOTION

Mr. Weaver moved that the Board of Supervisors approve SUP 16:04, a request to allow for a small home industry with respect to 2.04 acres of Tax Map 27, Section 10, Parcel 4, subject to the six (6) conditions listed in the staff report. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

Staff Conditions:

1. The Board of Supervisors, or representative, reserves the right to inspect the business for compliance with these conditions at any time.
2. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
3. The site must meet all requirements set forth by the Virginia Department of Health.

4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
5. That hours of operation be limited to 9am – 6pm Monday-Friday,
6. Deliveries to and pick-ups from the brewery shall be permitted only between the hours of 9:00 a.m. and 6:00 pm, Monday – Saturday.

ACTION MATTERS

JRWA Debt Service Reserve Fund Payment – Eric Dahl, Finance Director, brought forward a request for a supplemental appropriation in the amount of \$235,143.75, for the James River Water Authority (JRWA) in order to establish a debt service reserve fund as required by the Virginia Resource Authority financing.

MOTION:

Mrs. Eager moved the Board of Supervisors approve a supplemental appropriation for the James River Water Authority (JRWA) in the amount of \$235,143.75 for a debt service reserve fund in connection with the Virginia Resource Authority (VRA) debt issuance, with funding to come from Uncommitted Fund Balance. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

Sheriff's Office Position Realignment – Gail Parrish, Human Resources Manager, presented an overview of the review process by which the Sheriff's Office determined that a realignment of staff was necessary. Following the retirement of Captain Brennan, a reassessment of staffing needs concluded that a realignment in the Court divisions and the investigative division would result in a net decrease of \$6-10K/year overall in the personnel budget.

MOTION

Mrs. Eager moved that the Board of Supervisors approve conversion of a Deputy Sheriff- Investigator position, Pay Band 14, to a Deputy Sheriff - Sergeant of Investigations, Pay Band 15, effective immediately, at a cost of approximately \$2,291, with such funds to come from FY16 Sheriff's Office Personnel Funds. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment to the Economic Development and Tourism Advisory Council (EDTAC) – Jason Smith, Director of Community & Economic Development. With little discussion,

MOTION

Mr. Weaver moved to appoint Patricia Eager as the Board of Supervisor's Liaison to the Economic Development and Tourism Advisory Council (EDTAC), effective immediately. Mr. O'Brien seconded and the motion carried 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

Creation of Revised/Updated Position Description for Deputy County Administrator – Gail Parrish, HR Manager, presented a request to update the position description and highlighted the need for a Deputy County Administrator. Ms. Parrish noted that while the cost for hiring a Deputy County Administrator would be around \$120,000/year, the recommendation is to revise the position to Deputy County Administrator/Finance Director with a cost increase of \$12,000/year. Mr. Weaver expressed concern about the amount of the increase, and suggested approving a \$6,000 increase with a review in 6 months. Following general discussion regarding County pay increases,

MOTION

Mrs. Eager moved to approve the creation a new "Deputy County Administrator/ Finance Director" position, Classification 1191, Pay Band 24, effective June 26, 2016, for a total payroll increase of \$12,045, with such funds to come from FY17 Personnel Contingency. Mr. O'Brien seconded and the motion carried 3-1. AYE: Booker, Eager, O'Brien. NAY: Weaver. ABSENT: Sheridan.

Sheriff's Department Server Upgrade and IT Support—Cyndi Toler, Purchasing Officer, brought forward a request to approve a contract between NWG and the County to install and maintain an IT server at the Sheriff's Department. Following general discussion regarding IT services and products,

MOTION

Mrs. Eager move to approve the contract between NWG and the County to install a server upgrade at a cost of \$62,502.66 and provide as needed IT services to the Sheriff's Department, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for February 17, 2016:

Minutes of May 4, 2016—Kelly Belanger Harris, Clerk to the Board

Selection of Bond Counsel – Eric Dahl, Finance Director

Accounts Payable Report, April—Eric Dahl, Finance Director

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for May 18, 2016, and ratifying Accounts Payable and Payroll for April 2016, in the amount of \$1,931,410.08. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

Chair Sheridan arrived at 8:37pm and assumed Chair.

UNFINISHED BUSINESS

Mrs. Booker asked for a status update on the MACAA refrigerator building. Mr. Nichols indicated that this project has been taken over by the Fluvanna Christian Services Society. Mrs. Booker asked for Staff to reach out to determine the status of the project.

Mrs. Eager provided a follow up to concerns raised at the previous Board Meeting on May 4, 2016, regarding the difficulty of purchasing larger tracts of land on which to build a house. Having researched the difficulties of home buyers to purchase large parcels of land, Mrs. Eager would like for the Board to pursue changing the Subdivision Ordinance to facilitate an easier process by which those wishing to buy larger parcels of land are able to obtain conventional mortgages. Mr. Payne indicated that this would require a change to the Subdivision Ordinance; Mr. Nichols indicated that staff would research options.

NEW BUSINESS

Mrs. Eager proposed creating Economic Development overlay zones.

Mrs. Eager further proposed directing the Commissioner of the Revenue to create a separate business tax rate, specifically, to set a business personal property tax rate lower than Louisa County’s current business personal property tax rate (\$1.90/\$100.)

PUBLIC COMMENTS #2

At 8:48 pm Chair Sheridan opened the second round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 8:48pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 8:48pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.6, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Investment of Funds, and Legal Matters.

Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O’Brien, Sheridan, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 11:14pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”

Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: None.

MOTION TO EXTEND

Mr. Weaver moved to extend the meeting until midnight. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

ADJOURN

MOTION:

At 11:15 pm Mrs. Eager moved to adjourn the regular meeting of Wednesday, May 18, 2016. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 13-2016

**A RESOLUTION TO APPROVE VDOT SECONDARY SIX-YEAR PLAN
(2016/17 through 2021/22) and
VDOT CONSTRUCTION PRIORITY LIST (2016/17)**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, May 18, 2016 in Palmyra, Virginia, the following action was taken:

WHEREAS, Sections 33.2-331 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 (2016/17 through 2021/22) as well as the Construction Priority List (2016/17) on May 18, 2016 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, Greg Banks, Secondary Programming Coordinator, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2016/17 through 2021/22) AND Construction Priority List (2016/17) 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 (2016/17 through 2021/22) and Construction Priority List (2016/17) are hereby approved as presented at the public hearing.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 18th day of May, 216, on a motion by O'Brien, seconded by Eager, and by the following vote:

AYES: Booker, Eager, O'Brien, Weaver.

NAY: None.

ABSENT: Sheridan.

Adopted this 18th Day of May

by the Fluvanna County Board of Supervisors

ATTEST:

Mozell H. Booker, Vice Chair

Fluvanna County

Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 15, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, June 1, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for June 1, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
ORGANIZATIONAL MEETING AND REGULAR MEETING MINUTES
Circuit Court Room
June 1, 2016
Regular Meeting 4:00 pm

MEMBERS PRESENT: Mike Sheridan, Columbia District, Chair (*Arrived at 4:03pm*)
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

MEMBERS ABSENT: None.

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Vice Chair Booker called to order the Regular Meeting of Wednesday, June 1, 2016, at 4:01pm, in the Circuit Courtroom in Palmyra, Virginia. After the Pledge of Allegiance was recited, Chair Sheridan called for a moment of silence.

Chair Sheridan arrived as the Pledge of Allegiance was being recited.

ADOPTION OF AGENDA

Mr. Nichols noted that there was an item added to New Business: FY17 Pay Plan Review, that was inadvertently left off the Agenda and asked for the Board's approval to include the item.

MOTION

Mr. O'Brien moved to accept the Agenda, as amended, for the June 1, 2016, Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Dog Park Fence Expansion, Construction July 7-10--Eagle Scout Project performed by Matt Kolczynski
 - Public Works using auger / Eagle Scout doing labor; Expansion area will be 29,925 square feet
 - Will allow for regular rotation of fenced sections at the dog park for maintenance
 - Parks and Recreation expense: \$986.25 (posts)
- Memorial Day wreath laid in Scottsville on behalf of the Board and Fluvanna County, provided by Mrs. Eager, made by Justine Platt with local flowers
- Successful Community Business Forum: approximately 40 business professionals attended, good feedback with which to develop a Business Support Action Plan
- FY17 Blue Ridge Juvenile Detention Cost Savings-- FY17 Budget Decrease--\$6,398
- Community Center Kitchen Update--Cooperative Extension Impacts – Health Department Funds carryover
 - SNAP Ed, Faye Anderson--Cooking Classes with Food Stamp Recipients; Cooking Classes with seniors in the JABA senior center, utilizing food grown in newly installed raised beds at FCC; Classes held in conjunction with Families Learning Together (Fluvanna-based program)
 - Kim Mayo, 4-H Agent--4-H Day Camps, such as Food Preservation, Kids in the Kitchen, whatever she can dream up. They did a cake and cookie making/decorating day camp last year!
 - Ian Pasquarelli and Crysti Hopkins, Area Family and Consumer Sciences Agents--ServSafe, Cooking for Crowds, and Food Handling for Farmers (GAP Certification)
 - John Thompson, Agriculture Agent--Farmers Market focused management training; Master Gardener led, safe food handling from the garden to the plate

NOTE: Board concurred with Health Department's carryover/transfer request. Staff will prepare action for approval.

BOARD OF SUPERVISORS UPDATE

Booker—FCPS Graduation, VACO Region 5 Legislative Forum in Nelson County, JABA Board of Directors, Linda Dansey's retirement, Interagency Council.

Eager—Planning Commission Meeting, FCPS Graduation, FUMA Graduation, Social Services Board, Memorial Day Remembrance in Scottsville and Dixie Park, Community Business Forum.

O'Brien— Community Business Forum, TJPDC 6/2/16, FCPS Graduation.

Sheridan—Interfaith Council (re: Town of Columbia,) Kents Store homecoming for Victor Breeden, Kents Store Firefighter battling cancer.

Weaver— None.

PUBLIC COMMENTS #1

At 4:10, Chair Sheridan opened the first round of Public Comment.

Dave Sagarin, 2856 Cloverdale Rd, Breemo Bluff, introduced himself as a candidate for the Economic Development and Tourism Advisory Council, representing the Fork Union District.

Linda Bernick, Broken Island, introduced herself as a candidate for the Economic Development and Tourism Advisory Council, representing the Palmyra District.

There being no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:23pm.

PUBLIC HEARINGS

None.

Before Action Matters were considered, Mrs. Booker read a small newspaper ad from 1947, recounting the times and places the County Treasurer would be appear to collect taxes.

ACTION MATTERS

Scheduling of a Public Hearing to Consider a Draft Ordinance for Waiver of Fees for County Projects – Jason Stewart, Planning and Zoning Administrator, brought forward a request to schedule a Public Hearing in order to amend the County Code to consider waiving fees for County projects.

MOTION

Mrs. Booker moved to approve scheduling of a Public Hearing for July 6, 2016 for the purpose of considering recommended amendments of Chapter 22 of the Fluvanna County Code (Zoning Ordinance) to permit the waiver all applicable fees for County Projects as attached. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION

Mr. Weaver moved to approve scheduling of a Public Hearing for July 6, 2016 for the purpose of considering recommended amendments of Chapter 19 of the Fluvanna County Code (Subdivision Ordinance) to permit the waiver all applicable fees for County projects as attached. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION

Mrs. Eager moved to approve scheduling of a Public Hearing for July 6, 2016 for purposes of considering amendments to the Fluvanna County Code Chapters 5 and 6 to permit the waiver all applicable fees from the Building Department for County Projects as attached. Mr. O'Brien offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

James River Water Authority and Fluvanna County Pump Station Relocation Agreement – Steve Nichols, County Administrator, requested the Board approve an agreement between the JRWA and Fluvanna County for payment of costs associated with relocating the project. Additionally, Mr. Nichols asked the Board to approve a supplemental appropriation to cover these costs.

Following minimal discussion,

MOTION

Mrs. Booker moved to approve the agreement between the James River Water Authority (JRWA) and Fluvanna County for payment of additional costs incurred by the JRWA associated with relocating the Project to Tax Map Number 61-A-4, subject to approval as to form by the County Attorney. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION

Mr. O'Brien, further moved to approve a supplemental appropriation for the James River Water Authority (JRWA) in the amount of \$525,039.00 as payment in full for the additional costs incurred by the JRWA associated with relocating the Project to tax map number 61-A-4, with funding to come from Uncommitted Fund Balance. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Reclassification of Deputy Clerk III position to Deputy Clerk I Position—Steven M. Nichols, County Administrator & Gail Parrish, Human Resources Manager, petitioned the Board to reclassify the vacant Deputy Clerk III to a Deputy Clerk I position. Upon assuming office in January 2016, Mrs. Treadway determined that staffing needs did not support the current structure, and asked for the reclassification to better serve the needs of the office.

With no discussion,

MOTION

Mr. O'Brien moved to approve the reclassification of the Deputy Circuit Court Clerk III position (Pay Band 11) to a Deputy Circuit Court Clerk I position (Pay Band 9). Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Staff Pay Increase for Permanent Additional Duties—Gail Parrish, Human Resource, brought before a request to approve a permanent pay increase for Circuit Court Clerk employees who will be assuming permanent additional duties, created when the Deputy Clerk III position was reclassified to Deputy Clerk I.

With little discussion,

MOTION

Mrs. Booker moved to approve pay increases for permanent additional duties for:

Sandra Parrish, Chief Deputy Clerk - \$2,438

Nancy Pace, Deputy Clerk III - \$2,300

Trista Larson, Deputy Clerk II - \$2,598

with funds to come from FY16 personnel funding previously allocated in the Circuit Court budget, and to make such increases retroactive to March 20, 2016. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Appointment/Reappointment to Planning Commission, Cunningham District—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment or reappointment to the Planning Commission-Cunningham District, noting that current Chair Barry Bibb has asked to be reappointed.

MOTION

Mr. Weaver moved to reappoint Barry Bibb to the Planning Commission - Cunningham District Position, with a term to begin June 1, 2016 and to terminate May 31, 2020. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Appointment/Reappointment to Planning Commission, Palmyra District—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment or reappointment to the Planning Commission-Palmyra District, noting that current member Howard Lagomarsino has asked to be reappointed.

MOTION

Mrs. Eager moved to reappoint Howard Lagomarsino to the Planning Commission - Palmyra District Position, with a term to begin June 1, 2016 and to terminate May 31, 2020. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Appointment/Reappointment to Economic Development Authority—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment or reappointment to the Economic Development Authority, noting that current member Shelley Murphy has asked to be reappointed.

MOTION

Mrs. Booker moved to reappoint Shelley Murphy to the Economic Development Authority (EDA), with a term to begin June 1, 2016 and to terminate May 31, 2020. Mr. Weaver seconded and the motion passed.

Appointment/Reappointment to the Library Board of Trustees—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment or reappointment to the Library Board of Trustees. Chair Sheridan noted that Mrs. Cheryl Potter had reached out to indicate her enthusiasm for the library, as a library user and mother of young children.

MOTION

Mrs. Booker moved to appoint Cheryl Potter to the Library Board of Trustees, replacing Dr. Pamela Ross, with a term to begin July 1, 2016 and to terminate June 30, 2020. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Financial Auditing Services Contract—Cyndi Toler, Purchasing Officer, brought forward a request to ratify a contract to retain Financial Auditing Services. Ms. Toler highlighted the process by which financial services agencies responded to the Request for Proposals for Financial Auditing Services, and brought forward the winning bid, Robinson, Farmer, Cox Associates, the County's current Financial Auditing Services agency.

Following comprehensive discussion regarding the terms of the Contract,

MOTION

Mrs. Eager moved to approve the contract between Robinson, Farmer, Cox Associates and the County of Fluvanna for Financial Auditing Services, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Approval of the Surety for Taylor Ridge Estates Streets for VDOT Acceptance—Jason Stewart, Planning and Zoning Administrator, provided an update on the roads in Taylor Ridge Estates and noted that owing to strong owner initiative, subdivision roads have been improved to VDOT standards. Mr. Stewart asked the Board to approve a surety bond in the amount of \$50,000. At the end of one year, VDOT will inspect the roads in the subdivision, at which time the bond will be released, or the used to make any necessary improvements to keep the roads to VDOT standards. Mr. Weaver and Mrs. Eager both expressed concern over the County being financially responsible for subdivision roads. Mr. O'Brien expressed his belief that improving the roads increases the value of the subdivision. Mr. Fred, Payne, County Attorney, in response to Mrs. Eager's concern about setting a precedent for other subdivisions hoping to bring roads into compliance, noted that the Board had in a prior year set a precedent when it approved a surety bond for Steger Creek Subdivision.

MOTION

Mrs. Booker moved that the Board of Supervisors approve the resolution for a surety amount of \$50,000 to expire on June 1, 2017, in order for Taylor Ridge Estates subdivision's remaining unaccepted streets to be taken into the state roadway system. Mr. O'Brien seconded and the motion passed 3-2. AYE: Sheridan, Booker, and O'Brien. NAY: Eager and Weaver. ABSENT: None.

Following the Board's action, Mr. Nichols noted that the fees paid to VDOT in order to bring the roads into compliance had been paid by one family that lives in Taylor Ridge Estates. Noting that there is a legal pathway for the County to reimburse these fees, Mr. Nichols polled the Board to gather direction for processing this request, should it come. Mr. Payne noted that there is a very specific process by which reimbursement might be made, and cautioned taking any premature action, before the request has been made.

E911 Radio System Project Contract Amendment – Motorola Solutions, Inc.—Cheryl Elliott, Emergency Services, came before the Board to request approval for changes to the Motorola contract. Ms. Elliott noted the following changes:

- Adjust two site locations: From Carter's Mountain to Lake Area site (TBD); from Cohasset to Landfill; adjust shelter and equipment needs due to location change;
- Add and construct two new Class III towers including tower, lighting, foundation, installation and A&E Site development/integration services for each new site, as described in SOW Exhibit 2: Landfill site - 250' tower; Lake Area site (TBD) – 300' tower;
- Add additional project management and construction oversight and coordination management for oversight of these two new sites;

- Plan for adjustment of the Performance Schedule to accommodate this change order.

Mr. Dahl, Finance Director, noted that if approved, the change order costs will require a Public Hearing, as the amount is greater than one (1) percent of the adopted budget.

MOTION

Mr. O'Brien moved the Board of Supervisors approve the "First Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System" with Motorola Solutions, Inc., in the amount of \$1,008,971, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mrs. Booker offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

E911 Radio System Project Management Addendum – Black & Veatch—Cheryl Elliott, Emergency Services Coordinator, requested approval of an addendum to the agreement with Black & Veatch to reflect modifications made to the Motorola Solutions, Inc., contract.

MOTION

Mr. O'Brien moved the Board of Supervisors approve the "First Addendum to Agreement for Emergency Communication Radio System Project Management and System Implementation Support Services" with Black & Veatch, with \$0 price adjustment for this modification, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mr. Weaver offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

PRESENTATIONS

None.

CONSENT AGENDA

The following items were discussed before approval:

- *VDOT Secondary Street Acceptance Request-Cunningham Meadows*—Jason Stewart, Planning and Zoning Administrator

The following items were approved under the Consent Agenda:

- *FY16 Budget Transfer For Commonwealth's Attorney Building Repairs*—Eric Dahl, Finance Director
- *FY16 CRMF Request - Commonwealths Attorney Building Repairs*—Eric Dahl, Finance Director
- *FY16 Supplemental Budget Appropriation for CSA Purchase of Services*—Dr. Jacqueline A. Meyers, CSA Program Manager
- *VDOT Secondary Street Acceptance Request—Taylor Ridge Estates*—Jason Stewart, Planning and Zoning Administrator
- *VDOT Secondary Street Acceptance Request-Cunningham Meadows*—Jason Stewart, Planning and Zoning Administrator
- *Resolution of the Designation of Rural Rustic Highway—Rte 1106, Andrew St*—Jason Stewart, Planning and Zoning Administrator
- *Resolution of the Designation of Rural Rustic Highway—Rte 1103, Rivanna St*—Jason Stewart, Planning and Zoning Administrator
- *Resolution of the Designation of Rural Rustic Highway—Rte 1108, Saint Patrick St*—Jason Stewart, Planning and Zoning Administrator
- *Resolution of the Designation of Rural Rustic Highway—Rte 1101, Tammany St*—Jason Stewart, Planning and Zoning Administrator
- *FY16 Sheriff's Department Insurance Claim - 2014 Ford Explorer VIN 0003*—Eric Dahl, Finance Director
- *FY16 Sheriff's Department Insurance Claim - 2011 Dodge Charger VIN 0697*—Eric Dahl, Finance Director
- *FY16 Sheriff's Department Insurance Claim - 2012 Dodge Charger VIN 2497*—Eric Dahl, Finance Director
- *FY16 Sheriff's Department Insurance Claim - 2012 Dodge Charger Vin 2942*—Eric Dahl, Finance Director
- *FY16 Sheriff's Department Insurance Claim - 2012 Dodge Charger VIN 2945*—Eric Dahl, Finance Director

MOTION

Mrs. Booker moved to approve the items on the Consent Agenda for June 1, 2016. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, & Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

FY17 Employee Pay Plan Update—Steven M. Nichols, County Administrator & Gail Parrish, Human Resources Manager, briefed the Board on changes to the pay plan, precipitated by legislative changes made by the State.

MOTION

Mrs. Booker moved that the FY17 Pay Plan be revised as presented with the following Group #9 staff member categories not included in the FY17 Pay Plan increases:

- Those hired in FY17 (July 1, 2016 or later).
- Those promoted in FY17 (July 1, 2016 or later) with a 5% or more increase from prior pay.
- Parks & Recreation Set Fee Temp Employees (e.g., Referees).
- County Administrator.

Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver.

PUBLIC COMMENTS #2

At 6:40pm, Chair Sheridan opened the floor for the second round of public comments.

With no one else wishing to speak, Chair Sheridan closed the second round of public comments at 6:40pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 6:41pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, and A.6, of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, and Investment of Funds. Mr. O'Brien seconded and the motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:31pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mrs. Booker seconded. The motion carried, with a roll call vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

ADJOURN

MOTION:

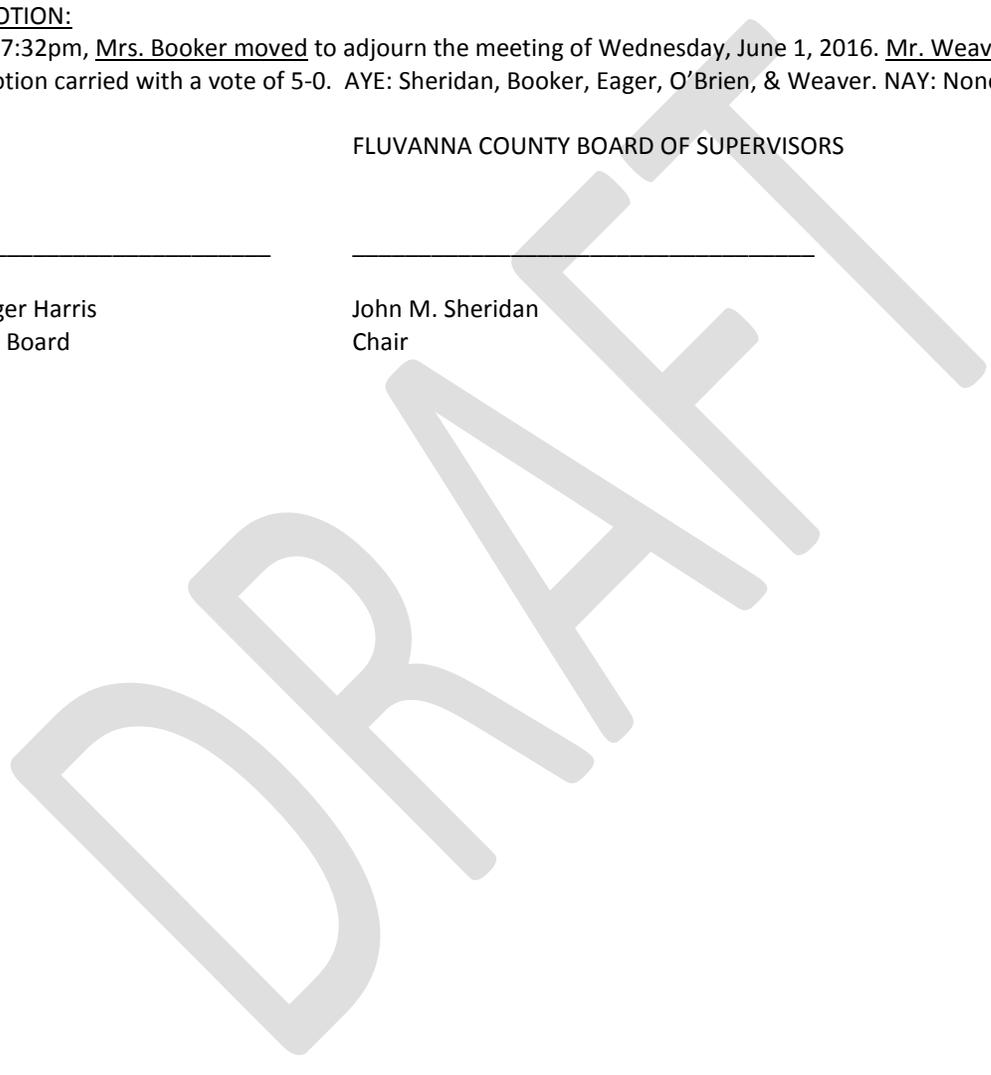
At 7:32pm, Mrs. Booker moved to adjourn the meeting of Wednesday, June 1, 2016. Mr. Weaver seconded and the motion carried with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair





BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 16-2016

A Resolution a Resolution to Take Streets in the Cunningham Meadows Subdivision into the Secondary System of Highways in Fluvanna County, Virginia

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, June 1, 2016, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk's office of the Circuit Court of Fluvanna County; and

WHEREAS, the streets described in the Cunningham Meadows subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

NOW, THEREFORE BE IT RESOLVED, on this 1st day of June, 2016, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

BE IT YET FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of June, 2016 on a motion by Booker, seconded by O'Brien, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, & Weaver **NAYS:** None **ABSENT:** None

A Copy, teste:

John M. Sheridan, Chair
Board of Supervisors
Fluvanna County, Virginia



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 17-2016

**A RESOLUTION FOR A SURETY AMOUNT FOR
TAYLOR RIDGE ESTATES SUBDIVISION IN FLUVANNA, VIRGINIA**

WHEREAS, the Virginia Department of Transportation (VDOT) generated a punch list of items to be corrected in order to properly meet state specifications; and

WHEREAS, VDOT, Fluvanna County, and subdivision residents have worked together to resolve all items on the punch list and the subdivision streets are ready to be taken into the state road system; and

WHEREAS, the Fluvanna County Board of Supervisors will petition the Virginia Department of Transportation to begin the process for the road to be taken into the Secondary System of Highways in Fluvanna County, Virginia; and

WHEREAS, the Virginia Department of Transportation is requiring the County to agree to reimburse all costs incurred by the Virginia Department of Transportation to correct faults in workmanship or materials or both during the first year.

NOW, THEREFORE BE IT RESOLVED, by the Fluvanna County Board of Supervisors on June 1st, 2016 that this Board hereby agrees to reimburse all costs incurred by VDOT to correct faults in workmanship, or materials, or both for the roads listed in the attached inventory of streets proposed for acceptance for maintenance as part of the VDOT maintained secondary system of state highways, up to but not more than \$50,000 until June 1, 2017.

BE IT YET FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Residency Administrator for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 1st day of June, 2016, on a motion by Booker, seconded by O'Brien, and by the following vote:

AYES: Sheridan Booker, O'Brien NAYS: Eager & Weaver ABSENT: None

A Copy, teste:

John M. Sheridan, Chair
Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 18-2016

A Resolution Designating Rural Rustic Road Project Route 1108, Saint Patrick Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1108 Saint Patrick Street, From: Route 1101 Cameron Street To: Route 1102 Fayette Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

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

Recorded Vote			A Copy Teste:
Moved By:	Booker		
Seconded By:	O'Brien	Signed	
Yeas:	Sheridan, Booker, Eager, O'Brien, Weaver	Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 19-2016

A Resolution Designating Rural Rustic Road Project Route 1106, Andrew Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1106 Andrew Street, From: Route 6 Saint James Street To: Route 1102 Andrew Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

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

Recorded Vote			A Copy Teste:
Moved By:	Booker		
Seconded By:	O'Brien	Signed	
Yeas:	Sheridan, Booker, Eager, O'Brien, Weaver	Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 18-2016

A Resolution Designating Rural Rustic Road Project Route 1108, Saint Patrick Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1108 Saint Patrick Street, From: Route 1101 Cameron Street To: Route 1102 Fayette Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

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

Recorded Vote		A Copy Teste:	
Moved By:	Booker		
Seconded By:	O'Brien	Signed	
Yeas:	Sheridan, Booker, Eager, O'Brien, Weaver	Printed Name	Kelly Belanger Harris
Nays:	None.	Title	Clerk to the Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 21-2016

A Resolution Designating Rural Rustic Road Project Route 1101, Tammany Street

The Board of Supervisors of Fluvanna County, in regular meeting on the 1st day of June, 2016, adopted the following:

RESOLUTION

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Fluvanna County, Virginia desires to consider whether Route 1101 Tammany Street, From: Route 1109 Tammany Street To: Route 1103 Rivanna Street should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

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

Recorded Vote			A Copy Teste:
Moved By:	Booker		
Seconded By:	O'Brien	Signed	
Aye:	Sheridan, Booker, Eager, O'Brien, Weaver	Printed Name	Kelly Belanger Harris
Nay:	None	Title	Clerk to the Board of Supervisors

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

Date: June 15, 2016
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for May 2016**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$507,057.89
Capital Improvements	\$258,395.98
Debt Service	\$120,156.25
Sewer	\$1,038.60
Fork Union Sanitary District	\$11,899.03
TOTAL AP EXPENDITURES	\$898,547.75
Payroll	\$ 703,019.40
TOTAL	\$1,601,567.15

MOTION

I move the Accounts Payable and Payroll be ratified for **May 2016** in the amount of **\$1,601,567.15**

Encl:
 AP Report

	A	B	C	D	F	G	H	I	J																		
1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
3																											
4																											
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
7	Fund # - 100 GENERAL FUND																										
8	GENERAL FUND																										
9	FIRST FINANCIAL ADMINISTRATORS,	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 050616	000000043048	5/5/2016	5/24/2016	2,655.52																				
10	FIRST FINANCIAL ADMINISTRATORS,	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052016	000000043369	5/19/2016	5/24/2016	2,677.40																				
11	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 050616	000000043045	5/5/2016	5/24/2016	444.00																				
12	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052016	000000043366	5/19/2016	5/24/2016	444.00																				
13	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 050616	000000043046	5/5/2016	5/24/2016	109.77																				
14	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052016	000000043367	5/19/2016	5/24/2016	129.43																				
15	NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-	CREDIT	052416CR	5/24/2016	5/24/2016	(\$217.26)																				
16	NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052016	000000043364	5/19/2016	5/24/2016	120.04																				
17	NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 050616	000000043043	5/5/2016	5/24/2016	236.04																				
18	NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 050616	000000043044	5/5/2016	5/24/2016	45.00																				
19	NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052016	000000043365	5/19/2016	5/24/2016	45.00																				
20	ANTIOCH CEMETARY ASSOCIATION	CUSTOMERS	PUBLIC HEARING SIGN DEPOSIT	BZA 16:01	5/18/2016	5/20/2016	90.00																				
21	RAYMOND & CHRSTINA BUNCH	CUSTOMERS	SIGN DEPOSIT	051816	5/18/2016	5/20/2016	90.00																				
22	MTAP INVESTMENTS, LLC	PLANNING ESCROW	REFUND EROSION & SEDIMENT BOND	GOODWILL	5/20/2016	5/27/2016	11,850.00																				
23	TIGER FUEL COMPANY	PLANNING ESCROW	REFUND EROSION & SEDIMENT BOND-LAKE	051816	5/18/2016	5/20/2016	2,400.00																				
24	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 050616	000000043047	5/5/2016	5/24/2016	287.21																				
25	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052016	000000043368	5/19/2016	5/24/2016	302.34																				
26								Total:	\$21,708.49																		
27																											
28	REAL ESTATE TAXES																										
29	ALFORD, BILLY L & EDNA MAE	R E 2015 - 1ST	RE 2015 27-13-19 Veteran's Relief refund	43526	5/26/2016	5/27/2016	297.80																				
30	ALFORD, BILLY L & EDNA MAE	R E 2015 - 2ND	RE 2015 27-13-19 Veteran's Relief refund	43526	5/26/2016	5/27/2016	297.79																				
31	BEARD, RICHARD L & EVELYN M	R E 2014 - 1ST	RE 2014 43-7-2	42943	5/4/2016	5/12/2016	391.00																				
32	BEARD, RICHARD L & EVELYN M	R E 2015 - 1ST	RE 2015 43-7-2	42946	5/4/2016	5/12/2016	622.56																				
33	BEARD, RICHARD L & EVELYN M	R E 2015 - 2ND	RE 2015 43-7-2	42946	5/4/2016	5/12/2016	622.56																				
34	BRIAN HOLBEN	R E 2015 - 1ST	RE 2015 9-9-1	43428	5/20/2016	5/27/2016	525.02																				
35	PENNY MAC LOAN SERVICES	R E 2014 - 1ST	RE 2014 18-14-4 JAMES, CHARLES&DENISE	43525	5/26/2016	5/27/2016	855.80																				
36	PENNY MAC LOAN SERVICES	R E 2014 - 2ND	RE 2014 18-14-4 JAMES, CHARLES&DENISE	43525	5/26/2016	5/27/2016	855.80																				
37	ROBERTS LIVING TRUST	R E 2014 - 1ST	RE 2014 18A-11A-15	42944	5/4/2016	5/12/2016	133.50																				
38	ROBERTS LIVING TRUST	R E 2014 - 2ND	RE 2014 18A-11A-15	42944	5/4/2016	5/12/2016	133.51																				
39	ROBERTS LIVING TRUST	R E 2015 - 1ST	RE 2015 18A-11A-15	42947	5/4/2016	5/12/2016	1,682.03																				
40	ROBERTS LIVING TRUST	R E 2015 - 2ND	RE 2015 18A-11A-15	42947	5/4/2016	5/12/2016	1,682.03																				
41	SPRAY, RICKY C & KATHERINE R	R E 2013 - 1ST	RE 2013 19-16-38	42942	5/4/2016	5/12/2016	137.53																				
42	SPRAY, RICKY C & KATHERINE R	R E 2013 - 2ND	RE 2013 19-16-38	42942	5/4/2016	5/12/2016	137.54																				

	A	B	C	D	F	G	H	I	J																		
1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
3																											
4																											
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
43	SPRAY, RICKY C & KATHERINE R	R E 2014 - 1ST	RE 2014 19-16-38	42945	5/4/2016	5/12/2016	152.24																				
44	SPRAY, RICKY C & KATHERINE R	R E 2014 - 2ND	RE 2014 19-16-38	42945	5/4/2016	5/12/2016	152.24																				
45	SPRAY, RICKY C & KATHERINE R	R E 2015 - 1ST	RE 2015 19-16-38	42948	5/4/2016	5/12/2016	155.53																				
46	SPRAY, RICKY C & KATHERINE R	R E 2015 - 2ND	RE 2015 19-16-38	42948	5/4/2016	5/12/2016	155.52																				
47																											
48																											
49	PERSONAL PROPERTY TAXES																										
50	DAVIS, LIZA ADRIENNE	P P 2015 - 1ST	PP 2015 660 - pd in error, pd Lynchburg	43529	5/26/2016	5/27/2016	29.95																				
51	DAVIS, LIZA ADRIENNE	P P 2015 - 2ND	PP 2015 660 - pd in error, pd Lynchburg	43529	5/26/2016	5/27/2016	29.95																				
52	HERNANDEZ, RAUL A	P P 2014 - 1ST	PP 2014 230587- double taxed	43528	5/26/2016	5/27/2016	56.08																				
53	KEATON, PHILIP NEWMAN	P P 2015 - 1ST	PP 2015 4363	42949	5/4/2016	5/12/2016	116.37																				
54	KEATON, PHILIP NEWMAN	P P 2015 - 1ST	PP 2015 220428	42951	5/4/2016	5/12/2016	61.08																				
55	KEATON, PHILIP NEWMAN	P P 2015 - 1ST	PP 2015 205472	42950	5/4/2016	5/12/2016	2.18																				
56	KEATON, PHILIP NEWMAN	P P 2015 - 1ST	PP 2015 205472	42950	5/4/2016	5/12/2016	34.65																				
57	THOMASSON, MARK R	P P 2014 - 1ST	PP 2014 211931 CORRECTED BOAT VALUE	43527	5/26/2016	5/27/2016	34.86																				
58	THOMASSON, MARK R	P P 2014 - 2ND	PP 2014 211931 CORRECTED BOAT VALUE	43527	5/26/2016	5/27/2016	34.86																				
59	THOMASSON, MARK R	P P 2015 - 1ST	PP 2015 211931 - corrected boat value	43530	5/26/2016	5/27/2016	21.97																				
60	THOMASSON, MARK R	P P 2015 - 2ND	PP 2015 211931 - corrected boat value	43530	5/26/2016	5/27/2016	21.97																				
61																											
62																											
63	OTHER LOCAL TAXES																										
64	BELL, CECIL PRESTON	ADMIN FEE VEHICLE LICENSE	PP 2016 198754 - removed license fee	43531	5/26/2016	5/27/2016	10.51																				
65	COOK, MARY ANN	ADMIN FEE VEHICLE LICENSE	PP 2016 200913	43430	5/20/2016	5/27/2016	33.00																				
66	DAVIS, LIZA ADRIENNE	ADMIN FEE VEHICLE LICENSE	PP 2015 660 - pd in error, pd Lynchburg	43529	5/26/2016	5/27/2016	33.00																				
67	HARRIS, BRANDY JANNEL	ADMIN FEE VEHICLE LICENSE	PP 2016 1143	43524	5/26/2016	5/27/2016	257.80																				
68	HERNANDEZ, RAUL A	ADMIN FEE VEHICLE LICENSE	PP 2014 230587- double taxed	43528	5/26/2016	5/27/2016	33.00																				
69	JOHNSON, EDITH MAE	ADMIN FEE VEHICLE LICENSE	PP 2016 4338	43431	5/20/2016	5/27/2016	33.02																				
70	KEATON, PHILIP NEWMAN	ADMIN FEE VEHICLE LICENSE	PP 2015 220428	42951	5/4/2016	5/12/2016	33.00																				
71	KEATON, PHILIP NEWMAN	ADMIN FEE VEHICLE LICENSE	PP 2015 205472	42950	5/4/2016	5/12/2016	33.00																				
72	TEASTER, ROBERT E LEE	ADMIN FEE VEHICLE LICENSE	PP 2015 221340	43429	5/20/2016	5/27/2016	167.54																				
73	THOMASSON, MARK R	ADMIN FEE VEHICLE LICENSE	PP 2014 211931 CORRECTED BOAT VALUE	43527	5/26/2016	5/27/2016	13.08																				
74																											
75																											
76	PERMITS/FEES/LICENSES																										
77	I&J BUILDERS	BUILDING PERMITS	OVERPAYMENT BLDG PERMIT	050516	4/28/2016	5/6/2016	100.00																				
78	MICHAEL HIMES	BUILDING PERMITS	REFUND FOR BLDG PERMIT	050516 1	4/28/2016	5/6/2016	100.00																				

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1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
79								Total:	\$200.00																		
80																											
81	MISCELLANEOUS																										
82	BANK OF AMERICA	OTHER	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	26.95																				
83	BANK OF AMERICA	OTHER	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	56.60																				
84								Total:	\$83.55																		
85																											
86	BOARD OF SUPERVISORS																										
87	BANK OF AMERICA	ADVERTISING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	149.95																				
88	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	4.61																				
89	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	22.03																				
90	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	48.42																				
91	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	83.49																				
92	E.W. THOMAS	OTHER OPERATING	BOS SNACKS	50316	4/28/2016	5/6/2016	21.61																				
93	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F18-22	5/10/2016	5/20/2016	63.00																				
94	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F19-12	5/10/2016	5/20/2016	63.00																				
95	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F19-13	5/10/2016	5/20/2016	63.00																				
96								Total:	\$519.11																		
97																											
98	COUNTY ADMINISTRATOR																										
99	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	949.00																				
100	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	33.23																				
101	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	189.52																				
102	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	27.66																				
103	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	30.36																				
104	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	11.30																				
105	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	35.00																				
106	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER ADMINISTRATIVE OFFICE	E3464300-16	5/1/2016	5/27/2016	64.30																				
107	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	49.15																				
108	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	61.78																				
109	UPS	POSTAL SERVICES	SHIPPING CHARGES	Y7646Y186	4/30/2016	5/12/2016	4.97																				
110	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	11.82																				
111	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	18690266	5/2/2016	5/12/2016	47.59																				
112								Total:	\$1,515.68																		
113																											
114	COUNTY ATTORNEY																										

	A	B	C	D	F	G	H	I	J																		
1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
115	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	116293	5/2/2016	5/12/2016	11,649.00																				
116						Total:	\$11,649.00																				
117																											
118	COMMISSIONER OF THE REVENUE																										
119	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	ANNUAL BILLING	071997	4/28/2016	5/6/2016	1,020.00																				
120	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	150.00																				
121	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	79.08																				
122	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	4.18																				
123	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	61.81																				
124	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1440-2016	5/10/2016	5/20/2016	150.00																				
125	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1438-2016	5/10/2016	5/20/2016	425.00																				
126	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1442-2016	5/10/2016	5/20/2016	425.00																				
127	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	18.84																				
128	COMMISSIONERS OF THE REVENUE	DUES OR ASSOCIATION	MEMBERSHIP DUES	71989	4/28/2016	5/6/2016	340.00																				
129	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	41.60																				
130	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	15.00																				
131	PALMYRA PRESS, INC.	PRINTING AND BINDING	ENVELOPES	3305	5/18/2016	5/20/2016	270.00																				
132	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	ACCT 432210	E43232210-16	5/18/2016	5/20/2016	48.97																				
133	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	CONSULTING	8622	5/18/2016	5/20/2016	300.00																				
134	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	22.74																				
135						Total:	\$3,372.22																				
136																											
137	TREASURER																										
138	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1441-2016	4/24/2016	5/12/2016	75.00																				
139	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1439-2016	4/21/2016	5/12/2016	425.00																				
140	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1443-2016	4/25/2016	5/12/2016	525.00																				
141	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1448-2016	5/10/2016	5/20/2016	250.00																				
142	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1450-2016	5/10/2016	5/20/2016	250.00																				
143	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1461-2016	4/30/2016	5/20/2016	250.00																				
144	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1473-2016	5/15/2016	5/27/2016	250.00																				
145	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	22.58																				
146	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	35.00																				
147	M & W PRINTERS, INC.	PRINTING AND BINDING	POSTAGE	99558	4/28/2016	5/6/2016	65.00																				
148	M & W PRINTERS, INC.	PRINTING AND BINDING	POSTAGE	102475	5/18/2016	5/20/2016	1,646.94																				
149	QUILL	OFFICE SUPPLIES	SUPPLIES	5720987	4/30/2016	5/20/2016	41.97																				
150	QUILL	OFFICE SUPPLIES	SUPPLIES	5737187	4/30/2016	5/20/2016	159.89																				

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1	County of Fluvanna				From Date: 5/1/2016					
2	Accounts Payable List				To Date: 5/31/2016					
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
151	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	E3464500-16	5/1/2016	5/12/2016	28.60			
152	THE CENTRAL VIRGINIAN	ADVERTISING	GUIDE TO FLUVANNA	043016	4/30/2016	5/12/2016	90.00			
153	TREASURERS' ASSOCIATION OF	DUES OR ASSOCIATION	DUES	052516	5/15/2016	5/27/2016	400.00			
154	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	8.71			
155	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18682496	4/28/2016	5/6/2016	131.38			
156	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	DMV STOP FEES	050916	5/9/2016	5/12/2016	200.00			
157							Total:	\$4,855.07		
158										
159	INFORMATION TECHNOLOGY									
160	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	8.00			
161	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	14.99			
162	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	19.99			
163	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	40.00			
164	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	54.51			
165	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	160.33			
166	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	170.31			
167	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	447.00			
168	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	26.18			
169	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	39.69			
170	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	95.00			
171	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	204.24			
172	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	467.10			
173	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	42.99			
174	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	372.00			
175	CDW GOVERNMENT, INC.	ADP SERVICES	ELECTRONIC DISTRIBUTION	CVL3045	4/27/2016	5/6/2016	1,071.12			
176	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	7.53			
177	SHI	ADP SERVICES	SOFTWARE	B04887297	4/28/2016	5/6/2016	2,043.22			
178	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	2,000.55			
179							Total:	\$7,284.75		
180										
181	FINANCE									
182	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	36.94			
183	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	25.23			
184	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	18.84			
185	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	7.52			
186							Total:	\$88.53		



	A	B	C	D	F	G	H	I	J
1	County of Fluvanna								
2	Accounts Payable List				From Date: 5/1/2016				
3					To Date: 5/31/2016				
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
187									
188	REGISTRAR/ELECTORAL BOARD								
189	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	LANIER COLOR	072001	4/28/2016	5/20/2016	155.00		
190	SHENANDOAH VALLEY WATER	LEASE/RENT	ACCT 4031010	E4031010-16	5/18/2016	5/20/2016	24.57		
191	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	6.60		
192								Total:	\$186.17
193									
194	HUMAN RESOURCES								
195	BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	378.22		
196	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	3.77		
197	FLUVANNA REVIEW	RECRUITMENT	JOB POSTINGS	2016F17-10	4/28/2016	5/6/2016	62.00		
198	FLUVANNA REVIEW	RECRUITMENT	JOB POSTINGS	2016F17-10	4/28/2016	5/6/2016	103.00		
199	FLUVANNA REVIEW	RECRUITMENT	JOB POSTINGS	2016F18-24	5/10/2016	5/20/2016	103.00		
200	PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECK	426962	4/28/2016	5/6/2016	51.95		
201	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18654006	4/28/2016	5/6/2016	44.80		
202								Total:	\$746.74
203									
204	GENERAL DISTRICT COURT								
205	CENTURYLINK	TELECOMMUNICATIONS	ACCT 309871364	0410616	4/19/2016	5/6/2016	229.30		
206	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER	E70017350-16	5/1/2016	5/12/2016	46.50		
207	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	9.86		
208	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER GEN DISTRICT COURT	18654008	4/25/2016	5/12/2016	161.51		
209								Total:	\$447.17
210									
211	COURT SERVICE UNIT								
212	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	15.07		
213	DONNA COLE	CONVENTION AND	TRAINING EXPENSE	040116	4/28/2016	5/6/2016	21.61		
214	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	E5790520-16	5/18/2016	5/20/2016	19.25		
215	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	15.43		
216								Total:	\$71.36
217									
218	CLERK OF THE CIRCUIT COURT								
219	BANK OF AMERICA	EDP EQUIPMENT	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	(\$19.36)		
220	BANK OF AMERICA	EDP EQUIPMENT	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	15.65		
221	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	30.14		
222	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	BANK SERVICE CHARGE	051016	5/10/2016	5/12/2016	73.02		



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1	County of Fluvanna Accounts Payable List																	
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount											
223	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	15.00											
224	LOGAN SYSTEMS, INC.	PRINTING AND BINDING	3 HOLE PUNCH SCANNING PAPER	48113	5/10/2016	5/20/2016	84.75											
225	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	SERVICES PER CONTRACT	48112	5/10/2016	5/20/2016	2,541.67											
226	PALMYRA PRESS, INC.	PRINTING AND BINDING	BUSINESS CARDS	3303	4/28/2016	5/6/2016	84.00											
227	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	E24843500-16	5/1/2016	5/12/2016	52.50											
228	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	4.59											
229	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	6.98											
230	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	12.83											
231	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	23.07											
232	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	32.27											
233	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	35.99											
234	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	44.62											
235	U.S. POSTAL SERVICE	POSTAL SERVICES	POSTAGE	061616	5/18/2016	5/20/2016	1,000.00											
236	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	23.03											
237	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER COURT CLERKS	18756847	5/16/2016	5/27/2016	198.18											
238	VIRGINIA COURT CLERKS'	DUES OR ASSOCIATION	ANNUAL DUES	050615	5/6/2016	5/12/2016	470.00											
239								Total:	\$4,728.93									
240																		
241	CIRCUIT COURT JUDGE																	
242	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	13.56											
243	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	16.27											
244	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	11.30											
245	COUNTY OF CULPEPER, VIRGINIA	PROFESSIONAL SERVICES	7/15-6/16 MORSE	FY16FLUVANNA	5/11/2016	5/27/2016	22,547.68											
246	K-LOG	FURNITURE & FIXTURES	CHAIRS	052416	5/24/2016	5/27/2016	1,222.20											
247	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	0.54											
248								Total:	\$23,811.55									
249																		
250	COMMONWEALTH ATTY																	
251	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	6.37											
252	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	9.02											
253	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	10.10											
254	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	14.34											
255	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	15.03											
256	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	23.17											
257	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	40.50											
258	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	331.11											

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1	County of Fluvanna		From Date: 5/1/2016						
2	Accounts Payable List		To Date: 5/31/2016						
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
259	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	348.98		
260	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	45.00		
261	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	18.84		
262	GERONIMO DEVELOPMENT	MAINTENANCE CONTRACTS	ANNUAL RENEWAL	050216	4/28/2016	5/6/2016	589.00		
263	JEFF HAISLIP	CONVENTION AND	MILEAGE	0516	5/15/2016	5/27/2016	59.94		
264	JEFF HAISLIP	CONVENTION AND	MILEAGE	050116	5/15/2016	5/27/2016	124.47		
265	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	135.85		
266	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	E3547800-16	5/1/2016	5/12/2016	28.60		
267	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	SUPPLIES	8039075871	5/18/2016	5/20/2016	295.99		
268	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	25.46		
269	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	64.89		
270	STAPLES CONTRACT & COMMERCIAL,	OTHER OPERATING	SUPPLIES	8039075871	5/18/2016	5/20/2016	135.81		
271	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	9.29		
272	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER	2198124	5/15/2016	5/27/2016	477.45		
273								Total:	\$2,809.21
274									
275	SHERIFF								
276	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	71.45		
277	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	79.98		
278	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	54.70		
279	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	76.87		
280	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	126.60		
281	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	796.67		
282	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	6.45		
283	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	168.06		
284	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	220.60		
285	BANK OF AMERICA	VEHICLE FUEL	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	30.90		
286	BRIGHT IDEAS, LLC	OFFICE SUPPLIES	BANNER	23353-1	4/28/2016	5/6/2016	126.92		
287	BRIGHT IDEAS, LLC	OFFICE SUPPLIES	RETRACTOR KIT	23354-1	5/18/2016	5/20/2016	229.31		
288	BRIGHT IDEAS, LLC	OFFICE SUPPLIES	SUPPLIES	23351-1	5/18/2016	5/20/2016	257.68		
289	BRIGHT IDEAS, LLC	OFFICE SUPPLIES	SUPPLIES	23355-1	5/18/2016	5/20/2016	313.97		
290	BROWN HONDA-DODGE	VEHICLES REP & MAINT	AC/HEATER SERVICE	422353	4/7/2016	5/12/2016	400.41		
291	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT BALANCE TIRES	042716	4/27/2016	5/6/2016	42.00		
292	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT BALANCE TIRES	042616	4/27/2016	5/6/2016	63.00		
293	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT BALANCE TIRES	042616 1	4/27/2016	5/6/2016	84.00		
294	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	UNIT 29 SERVICE	050616	5/6/2016	5/12/2016	12.00		



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295	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	UNIT 29 MOUNT AND BALANCE	0506161	5/6/2016	5/12/2016	21.00		
296	CENTRAL BATTERY SPECIALIST	POLICE SUPPLIES	34-XHD	29110	5/18/2016	5/20/2016	83.00		
297	CENTRAL BATTERY SPECIALIST	POLICE SUPPLIES	65-XHD INSTALLED	29109	5/18/2016	5/20/2016	118.21		
298	CENTRAL BATTERY SPECIALIST	POLICE SUPPLIES	YTX14-BS	29201 1	5/18/2016	5/20/2016	121.20		
299	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	30.14		
300	CENTURYLINK	TELECOMMUNICATIONS	ACCT 310191749	041616 8	4/19/2016	5/6/2016	917.42		
301	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	050716	5/18/2016	5/20/2016	154.81		
302	CMI, INC.	POLICE SUPPLIES	SUPPLIES	821885	4/28/2016	5/6/2016	698.00		
303	E.W. THOMAS	OTHER OPERATING	ICE-CARFIT	EW11 1	4/28/2016	5/6/2016	12.25		
304	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	OIL FILTER	015-295345	4/14/2016	5/12/2016	6.55		
305	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	OIL FILTER	015-296182	4/29/2016	5/12/2016	7.64		
306	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	OIL FILTER ANTIFREEZE	015-296130	4/29/2016	5/12/2016	26.46		
307	FISHER AUTO PARTS, INC.	VEHICLES REP & MAINT	PARTS	015-296345	5/18/2016	5/20/2016	253.04		
308	GALLS, LLC.	UNIFORM/WEARING	DEPUTY SHIRTS	5311832	4/30/2016	5/12/2016	116.32		
309	GALLS, LLC.	UNIFORM/WEARING	DEPUTY SHIRTS	5305828	4/29/2016	5/12/2016	117.76		
310	GALLS, LLC.	UNIFORM/WEARING	B891 BADGE	5335707	5/4/2016	5/12/2016	330.00		
311	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	3,320.22		
312	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	35.00		
313	LAW ENFORCEMENT TARGETS, INC	POLICE SUPPLIES	POLY FOAM TARGET	295092	11/24/2015	5/12/2016	354.58		
314	LEADSONLINE	MAINTENANCE CONTRACTS	SYSTEM SERVICE PACKAGE	236607	5/18/2016	5/20/2016	2,238.00		
315	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD\00202310	5/15/2016	5/27/2016	21.51		
316	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD\00205417	5/15/2016	5/27/2016	63.87		
317	NATIONAL MARKETING PRODUCTS	OFFICE SUPPLIES	SUPPLIES	110860	5/18/2016	5/20/2016	28.66		
318	PSYCHOLOGICAL HEALTH ROANOKE	PROFESSIONAL SERVICES	PSYCH TESTING	M-C-7495	5/18/2016	5/20/2016	85.00		
319	PSYCHOLOGICAL HEALTH ROANOKE	PROFESSIONAL SERVICES	PSYCH TESTING	W-C-7494	5/18/2016	5/20/2016	85.00		
320	SCOTT'S PAINT & BODY, INC.	VEHICLES REP & MAINT	PARTS/LABOR	042716	4/28/2016	5/6/2016	1,080.25		
321	SEVEN BOYS INC.	VEHICLES REP & MAINT	AUTO WORK	6511	5/10/2016	5/12/2016	2,431.96		
322	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	E3822710-16	5/1/2016	5/12/2016	123.00		
323	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	43.92		
324	TOWN GUN SHOP, INC.	POLICE SUPPLIES	GLOCK H 23	7983	5/11/2016	5/12/2016	818.00		
325	UNIVERSITY OF VIRGINIA POLICE	CONTRACT SERVICES	ADMIN FEE	050316	4/28/2016	5/6/2016	169.40		
326	UNIVERSITY TIRE AND AUTO CENTER,	VEHICLE/POWER EQUIP	UPS CHARGES	362754	4/28/2016	5/6/2016	116.52		
327	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	474.31		
328	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	SHERIFF COPIER	160506-0018	5/6/2016	5/12/2016	76.32		
329	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	COPIER	160513-0022	5/18/2016	5/20/2016	160.00		
330	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	PHONE BILL	09382040	4/28/2016	5/6/2016	17.44		



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331	VERIZON	TELECOMMUNICATIONS	PHONE BILL	9765076027	5/18/2016	5/20/2016	1,754.73																				
332	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18690268	5/2/2016	5/12/2016	77.72																				
333	VIRGINIA DEPT. OF MOTOR VEHICLES	DUES OR ASSOCIATION	SPECIAL ID'S	16120693	4/29/2016	5/12/2016	20.00																				
334	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	FIREHAWK PURSUIT GT	363673	5/6/2016	5/12/2016	445.08																				
335	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL SERVICE	1004	4/14/2016	5/12/2016	15.70																				
336	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL FILTER	3	4/6/2016	5/12/2016	15.70																				
337	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL CHANGE	32269/123654	4/28/2016	5/12/2016	15.70																				
338	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL FILTER	1001	3/29/2016	5/12/2016	17.65																				
339	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL CHANGE	1006	4/20/2016	5/12/2016	20.98																				
340	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL CHANGE/BALANCE TIRES	32265	4/29/2016	5/12/2016	80.00																				
341	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL CHANGE BAL TIRES	1005	4/26/2016	5/12/2016	98.65																				
342	WEST RIVER AUTO	VEHICLES REP & MAINT	ANTIFREEZE	1002	3/30/2016	5/12/2016	318.49																				
343								Total:	\$20,798.73																		
344																											
345	E911																										
346	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	198.19																				
347	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	3.77																				
348	CENTURYLINK	TELECOMMUNICATIONS	ACCT 310214091	041916 1	4/19/2016	5/6/2016	960.80																				
349	MICHAEL GRANDSTAFF	MILEAGE ALLOWANCES	MILEAGE	050216	4/28/2016	5/6/2016	73.45																				
350	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	MANAGED ANTI VIRUS	37691	4/28/2016	5/6/2016	975.00																				
351	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	FUJISTU POWER ADAPTER	37865	5/2/2016	5/12/2016	97.50																				
352	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	HARDRIVE REPLACEMENT	37894	5/18/2016	5/20/2016	98.11																				
353	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	BLOCK TIME	37884	5/18/2016	5/20/2016	2,500.00																				
354	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	0.20																				
355	VERIZON	TELECOMMUNICATIONS	PHONE BILL	9765076027	5/18/2016	5/20/2016	249.97																				
356	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18690268	5/2/2016	5/12/2016	77.73																				
357								Total:	\$5,234.72																		
358																											
359	CORRECTION AND DETENTION																										
360	COUNTY OF ALBEMARLE, VIRGINIA	BRJDC DEBT PAYMENT	4TH QUARTER BILLING JUVENILE	FY2016-00000977	4/28/2016	5/6/2016	20,033.75																				
361								Total:	\$20,033.75																		
362																											
363	BUILDING INSPECTIONS																										
364	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	74.56																				
365	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	15.07																				
366	FLORIN MOLDOVAN	CONVENTION AND	JMBCOA MONTHLY MEETING	052316	5/23/2016	5/27/2016	15.00																				

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1	County of Fluvanna Accounts Payable List																										
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
367	FLUVANNA CO CIRCUIT COURT	CONVENTION AND	NOTARY RENEWAL AMY	052516	5/24/2016	5/27/2016	10.00																				
368	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	107.01																				
369	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	2.45																				
370								Total:	\$224.09																		
371																											
372	EMERGENCY MANAGEMENT																										
373	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	204.92																				
374	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	3.77																				
375	EMS MANAGEMENT & CONSULTANTS,	CONTRACT SERVICES	NPP LETTERS	027519	5/18/2016	5/20/2016	2,589.89																				
376	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	44.39																				
377	PLATINUM EDUCATIONAL GROUP LLC	CONVENTION AND	EMS TESTING	16-0339	5/18/2016	5/20/2016	500.00																				
378								Total:	\$3,342.97																		
379																											
380	ANIMAL CONTROL																										
381	EVIDENT CRIME SCENE PRODUCTS	OFFICE SUPPLIES	SUPPLIES	104811A	4/28/2016	5/6/2016	197.41																				
382	FLUVANNA SPCA	CONTRACT SERVICES	JUNE SERVICE	060116	5/23/2016	5/27/2016	10,708.33																				
383	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	375.90																				
384	TREASURER OF VIRGINIA	CONTRACT SERVICES	PATHOLOGY	W1617732	5/18/2016	5/20/2016	160.00																				
385	VERIZON	TELECOMMUNICATIONS	PHONE BILL	9765076027	5/18/2016	5/20/2016	96.14																				
386								Total:	\$11,537.78																		
387																											
388	LITTER																										
389	VIRGINIA RECYCLING CORPORATION	OTHER OPERATING	TRAILERS	9474	5/15/2016	5/27/2016	3,200.00																				
390								Total:	\$3,200.00																		
391																											
392	FACILITIES																										
393	ALLIED CONCRETE COMPANY	AGRICULTURAL SUPPLIES	WELL CASING LID	916613	5/12/2016	5/27/2016	62.97																				
394	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	(\$595.00)																				
395	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	(\$325.00)																				
396	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	99.98																				
397	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	325.00																				
398	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	595.00																				
399	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	410.00																				
400	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	28.58																				
401	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	355.15																				
402	BROWN MOTOR PARTS, INC.	VEHICLES REP & MAINT	STATEMENT	043016	4/30/2016	5/12/2016	126.96																				

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403	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DISPOSAL	051216	5/10/2016	5/20/2016	158.00		
404	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	15.07		
405	CII SERVICE	BLDGS EQUIP REP & MAINT	REPAIRS TO DUCTWORK	9181	4/30/2016	5/27/2016	486.87		
406	CII SERVICE	BLDGS EQUIP REP & MAINT	WO #2418-1	9275	5/15/2016	5/27/2016	372.60		
407	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2444	9250	5/15/2016	5/27/2016	658.37		
408	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2475	9270	5/15/2016	5/27/2016	2,102.36		
409	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394753283	5/10/2016	5/20/2016	119.80		
410	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394755250	5/10/2016	5/20/2016	119.80		
411	CINTAS	LAUNDRY AND DRY	UNIFORMS	394757273	5/19/2016	5/27/2016	313.85		
412	E.W. THOMAS	GENERAL MATERIALS AND	PUBLIC WORKS	1020	5/10/2016	5/20/2016	31.45		
413	E.W. THOMAS	SUBSISTENCE & LODGING	PUBLIC WORKS	1020	5/10/2016	5/20/2016	44.93		
414	FERGUSON ENTERPRISES, INC	AGRICULTURAL SUPPLIES	12 X 24 16 GA COR MTL SLD PIPE	3656656	4/21/2016	5/27/2016	277.94		
415	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	043016	5/10/2016	5/20/2016	160.86		
416	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	CUT GRASS CUNNINGHAM & COLOMBIA	6815	4/30/2016	5/12/2016	780.00		
417	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	59353	5/10/2016	5/20/2016	150.00		
418	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	59354	5/10/2016	5/20/2016	150.00		
419	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	892.90		
420	JOHN VAUGHAN	SUBSISTENCE & LODGING	MILEAGE	051316 1	5/10/2016	5/20/2016	11.01		
421	JOHN VAUGHAN	VEHICLE FUEL	MILEAGE	051316 1	5/10/2016	5/20/2016	10.11		
422	JOHN VAUGHAN	VEHICLE FUEL	MILEAGE	051316	5/10/2016	5/20/2016	20.53		
423	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP	AUTO PARTS	043016	4/30/2016	5/12/2016	258.82		
424	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	AUTO PARTS	043016	4/30/2016	5/12/2016	885.42		
425	KEVIN L. BOWMAN	BLDGS EQUIP REP & MAINT	REPAIR GUTTERS PLEASANT GROVE	051916	5/19/2016	5/27/2016	450.00		
426	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	042516	5/10/2016	5/20/2016	2,098.54		
427	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	VA STATE INSPECTION	25293	5/5/2016	5/12/2016	16.00		
428	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	STATE INSPECTION	25282	5/4/2016	5/27/2016	16.00		
429	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	STATE INSPECTION	25284	5/4/2016	5/27/2016	16.00		
430	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	STATE INSPECTION	25318	5/6/2016	5/27/2016	16.00		
431	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	REPLACE AND REPAIR GROUND FAULT	6781	5/18/2016	5/20/2016	340.57		
432	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	67.98		
433	TECHNIRAIN LIGHTING AND	CONTRACT SERVICES	REPLACED ROTOR	821	5/18/2016	5/20/2016	130.00		
434	TECHNIRAIN LIGHTING AND	CONTRACT SERVICES	START UP SYSTEM	801	5/18/2016	5/20/2016	220.00		
435	TECHNIRAIN LIGHTING AND	CONTRACT SERVICES	REPLACED BROKEN ROTORS	819	5/18/2016	5/20/2016	405.36		
436	TECHNIRAIN LIGHTING AND	CONTRACT SERVICES	REPLACE BACKFLOW PREVENTER	818	5/18/2016	5/20/2016	1,225.46		
437	TJL ENVIRONMENTAL HEALTH	BLDGS EQUIP REP & MAINT	FUNGAL SPORE TESTING	FLUCO516	5/18/2016	5/20/2016	300.00		
438	TRACTOR HILL EQUIPMENT, LLC.	BLDGS EQUIP REP & MAINT	GASKET/THREADLOCKER	23896	5/16/2016	5/27/2016	14.43		



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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
439	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	4.24			
440							Total:	\$14,424.91		
441										
442	GENERAL SERVICES									
443	AQUA VIRGINIA, INC.	WATER SERVICES	ACCT 00792931 0552932	09072535 050416	5/18/2016	5/20/2016	20.61			
444	AQUA VIRGINIA, INC.	WATER SERVICES	ACCT 000797074 0556855	09072537 050416	5/18/2016	5/20/2016	21.36			
445	AQUA VIRGINIA, INC.	WATER SERVICES	ACCT 001530185 0550900	09072534 050416	5/18/2016	5/20/2016	31.83			
446	AQUA VIRGINIA, INC.	WATER SERVICES	ACCT 000792930 0552931	09072559 050416	5/18/2016	5/20/2016	48.29			
447	AQUA VIRGINIA, INC.	WATER SERVICES	ACCT 000780010 0540828	29549879 050416	5/18/2016	5/20/2016	112.42			
448	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	QUARTERLY INSPECTION/WET SPRINKLER	1956931	5/10/2016	5/20/2016	100.00			
449	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	WET SPRINKLER INSPECTION	1956930	5/10/2016	5/20/2016	190.00			
450	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNUAL INSPECTION	1958357	5/11/2016	5/27/2016	142.00			
451	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	REPLACE FDC CAPS	1960480	5/15/2016	5/27/2016	105.27			
452	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNUAL INSPECTION	1960479	5/15/2016	5/27/2016	232.00			
453	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	042816	4/28/2016	5/12/2016	27.45			
454	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RDC122-1A	0426162	4/26/2016	5/12/2016	28.39			
455	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	W RIVER RD BOS	042616	4/26/2016	5/12/2016	40.56			
456	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD BOS	0426161	4/26/2016	5/12/2016	121.98			
457	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	CUNNINGHAM SCHOOL DISTRICT	0427162	4/27/2016	5/12/2016	959.73			
458	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	214 COMMONS BLVD LIBRARY	0427161	4/27/2016	5/12/2016	1,865.87			
459	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	042716	4/27/2016	5/12/2016	2,151.16			
460	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ACCT 275907-0202	050316	5/10/2016	5/20/2016	385.97			
461	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFFERSON PKWY	050916	5/9/2016	5/27/2016	4.98			
462	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	0509161	5/9/2016	5/27/2016	20.58			
463	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY C5	0509162	5/9/2016	5/27/2016	27.66			
464	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE DR CA10-2	0509163	5/9/2016	5/27/2016	28.39			
465	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE DR CA10-3-1	0509164	5/9/2016	5/27/2016	30.39			
466	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFFERSON PKWY CA10-6	0509165	5/9/2016	5/27/2016	30.39			
467	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE CA10-7UG-2	0509166	5/9/2016	5/27/2016	30.87			
468	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY CA10-5	0509167	5/9/2016	5/27/2016	31.24			
469	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE CA10-7UG-1	0509168	5/9/2016	5/27/2016	42.46			
470	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK CA10-2UG-1.5	0509169	5/9/2016	5/27/2016	45.34			
471	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK CA10-2UG-2	05091610	5/9/2016	5/27/2016	171.13			
472	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE DR CA10-3-1	05091612	5/9/2016	5/27/2016	352.27			
473	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY C22UG-1	05091611	5/9/2016	5/27/2016	178.83			
474	CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAY PHONE	A354565	4/25/2016	5/12/2016	50.00			



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475	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	658.81																				
476	CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT 00422-5	9190	4/30/2016	5/27/2016	2,437.00																				
477	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5005138819	5/10/2016	5/20/2016	65.20																				
478	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 4834680458	042616 4	4/28/2016	5/6/2016	494.36																				
479	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 4331888158	042616 5	4/28/2016	5/6/2016	615.20																				
480	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BUS GARAGE	04281616	4/28/2016	5/12/2016	7.57																				
481	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	0428163	4/28/2016	5/12/2016	10.77																				
482	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	0428164	4/28/2016	5/12/2016	18.21																				
483	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL MUSEUM	0425166	4/25/2016	5/12/2016	18.61																				
484	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER LOC 56	04281610	4/28/2016	5/12/2016	34.48																				
485	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	0428162	4/28/2016	5/12/2016	54.54																				
486	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LG BALLFIELD	0428161	4/28/2016	5/12/2016	57.63																				
487	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	0428165	4/28/2016	5/12/2016	83.93																				
488	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SM BALLFIELD	042816	4/28/2016	5/12/2016	104.39																				
489	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LG BALL FIELD LIGHT FU	0425167	4/25/2016	5/12/2016	146.84																				
490	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JMH MAINT SHOP	0428167	4/28/2016	5/12/2016	149.56																				
491	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	0428166	4/28/2016	5/12/2016	150.05																				
492	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMONWEALTH ATTY	04281611	4/28/2016	5/12/2016	163.45																				
493	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS CTR	0425168	4/25/2016	5/12/2016	165.78																				
494	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE LOC 9	0425169	4/25/2016	5/12/2016	171.81																				
495	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	GYM LOC #15	0425161	4/25/2016	5/12/2016	201.28																				
496	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	35 COURT SQ	0425164	4/25/2016	5/12/2016	221.50																				
497	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FU FIRE STATION	04281614	4/28/2016	5/12/2016	246.85																				
498	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14567 JMH	0425162	4/25/2016	5/12/2016	324.98																				
499	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	34 PLAMYRA WAY	0425163	4/25/2016	5/12/2016	481.05																				
500	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	0425165	4/25/2016	5/12/2016	824.72																				
501	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SOC SERVICES	042516	4/25/2016	5/12/2016	1,200.01																				
502	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	04251611	4/25/2016	5/12/2016	2,925.65																				
503	DOMINION VIRGINIA POWER	STREET LIGHTS	BESDIE POST OFFICE FU	04281612	4/28/2016	5/12/2016	64.93																				
504	DOMINION VIRGINIA POWER	STREET LIGHTS	JMH NEAR MASONIC LODGE	04281615	4/28/2016	5/12/2016	70.40																				
505	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA STREET LIGHTS	0428169	4/28/2016	5/12/2016	206.01																				
506	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	0428168	4/28/2016	5/12/2016	471.00																				
507	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE	853092	5/7/2016	5/27/2016	28.00																				
508	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE PLEASANT GROVE	853100	5/2/2016	5/27/2016	32.00																				
509	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE BALL FIELDS	849677	4/29/2016	5/27/2016	40.00																				
510	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE SOCCER/BALL FIELDS	849679	4/29/2016	5/27/2016	40.00																				

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1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
511	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE SHERIFF	848116	5/2/2016	5/27/2016	103.00																				
512	INTRASTATE PEST	MAINTENANCE CONTRACTS	OLD COURT HOUSE MONTHLY SERVICE	853099	5/2/2016	5/27/2016	127.00																				
513	INTRASTATE PEST	MAINTENANCE CONTRACTS	SENTRICON RENEWAL TREAS OFFICE	853889	5/2/2016	5/27/2016	365.00																				
514	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH	0410-000604683	5/18/2016	5/20/2016	1,289.85																				
515	SHENANDOAH VALLEY WATER	WATER SERVICES	LANDFILL WATER	E24842500-16	5/1/2016	5/27/2016	20.00																				
516	SHENANDOAH VALLEY WATER	WATER SERVICES	WATER PUBLIC WORKS	E3807110-16	5/1/2016	5/27/2016	34.55																				
517	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	308490	5/10/2016	5/20/2016	470.33																				
518	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	308494	5/10/2016	5/20/2016	594.59																				
519	THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	ELEVATOR MAINT	3002523696	5/10/2016	5/12/2016	2,201.72																				
520	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	899814	5/18/2016	5/20/2016	714.50																				
521	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	267973 5/2/16	5/18/2016	5/20/2016	984.48																				
522	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	899821	5/18/2016	5/20/2016	1,012.80																				
523	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	914747	5/15/2016	5/27/2016	443.08																				
524	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	914731	5/15/2016	5/27/2016	533.86																				
525								Total:	\$29,510.75																		
526																											
527	PUBLIC WORKS																										
528	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	15.07																				
529	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	40.00																				
530	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD\00202310	5/15/2016	5/27/2016	26.09																				
531	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	38.80																				
532	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18690267	5/18/2016	5/20/2016	228.89																				
533								Total:	\$348.85																		
534																											
535	CONVENIENCE CENTER																										
536	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005813	5/10/2016	5/20/2016	2,063.49																				
537	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005816	5/15/2016	5/27/2016	2,308.17																				
538	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	36.68																				
539	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	042516	5/10/2016	5/20/2016	40.83																				
540	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	90499	5/10/2016	5/20/2016	60.00																				
541	RUHLMAN'S HAULING	BLDGS EQUIP REP & MAINT	LANDFILL HAULING	051216	5/12/2016	5/27/2016	993.55																				
542								Total:	\$5,502.72																		
543																											
544	LANDFILL POST CLOSURE																										
545	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	LANDFILL INSPECTIONS	2016040251	5/15/2016	5/27/2016	254.00																				
546	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	LANDFILL GAS MONITORING	2016040249	5/15/2016	5/27/2016	543.00																				

	A	B	C	D	F	G	H	I	J	
1	County of Fluvanna				From Date: 5/1/2016					
2	Accounts Payable List				To Date: 5/31/2016					
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
547							Total:	\$797.00		
548										
549	HEALTH									
550	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	159.08			
551	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	9.07			
552							Total:	\$168.15		
553										
554	CSA									
555	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	23.16			
556	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	25.00			
557	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	64.00			
558	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	38.74			
559	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	141.63			
560	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	7.53			
561	JACQUELINE A MEYERS	MILEAGE ALLOWANCES	MILEAGE	042616	4/28/2016	5/6/2016	142.60			
562	THOMAS BROTHER SOFTWARE	PROFESSIONAL SERVICES	SOCIAL PROGRAM/CSA UPDATES	051016	5/10/2016	5/12/2016	1,000.00			
563	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER CSA	18778842	5/19/2016	5/27/2016	52.32			
564							Total:	\$1,494.98		
565										
566	CSA PURCHASE OF SERVICES									
567	A. JAMES ANDERSON, P.H.D	COMM SVCS		P04919142702	4/30/2016	5/27/2016	1,435.00			
568	ALLIED INSTRUCTIONAL SERVICES	POS MANDATED SPED-		P04000785101	4/30/2016	5/12/2016	150.00			
569		COMM SVCS		P05000798621	5/31/2016	5/20/2016	422.75			
570	BARRETT EARLY LEARNING CENTER,	COMM SVCS		P04919139903	4/30/2016	5/27/2016	735.00			
571	BEAUTIFUL GATE MINISTRY, INC	COMM SVCS		P04919137414	4/30/2016	5/20/2016	210.00			
572	BLUE RIDGE RESOLUTIONS, PLLC	COMM SVCS		P04919145909	4/30/2016	5/20/2016	250.00			
573	BONNIE LUNGREN LLC	COMM SVCS		P04919136308	4/30/2016	5/20/2016	62.50			
574	CDW GOVERNMENT, INC.	POS MANDATED WSS		CSF0360	4/27/2016	5/6/2016	535.10			
575	CENTRA HEALTH, INC.	EDUC SVCS CONG CARE		P01000797223	1/31/2016	5/12/2016	3,500.00			
576	CENTRA HEALTH, INC.	EDUC SVCS CONG CARE		P02000797221	2/29/2016	5/12/2016	3,675.00			
577	CENTRA HEALTH, INC.	EDUC SVCS CONG CARE		P04000797219	4/30/2016	5/12/2016	3,675.00			
578	CENTRA HEALTH, INC.	EDUC SVCS CONG CARE		P03000797224	3/31/2016	5/12/2016	3,850.00			
579	CENTRA HEALTH, INC.	RES. CONG. CARE		P12000797327	12/31/2015	5/12/2016	1,046.67			
580	CENTRA HEALTH, INC.	RES. CONG. CARE		P02000797328	2/29/2016	5/12/2016	10,117.81			
581	CENTRA HEALTH, INC.	RES. CONG. CARE		P04000797326	4/30/2016	5/12/2016	10,466.70			
582	CENTRA HEALTH, INC.	RES. CONG. CARE		P01000797329	1/31/2016	5/12/2016	10,815.59			



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583	CENTRA HEALTH, INC.	RES. CONG. CARE		P03000797330	3/31/2016	5/12/2016	10,815.59																				
584	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P03919140116	3/31/2016	5/6/2016	805.00																				
585	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P03919139417	3/31/2016	5/6/2016	828.00																				
586	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P04919140104	4/30/2016	5/27/2016	735.00																				
587	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P04919139405	4/30/2016	5/27/2016	756.00																				
588	COMMUNITY ATTENTION CENTER	COMM SVCS		P12000791107	12/31/2015	5/27/2016	810.00																				
589	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P03919138718	3/31/2016	5/6/2016	1,080.00																				
590	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P03919149908	3/6/2016	5/27/2016	570.00																				
591	DETOUR MENTORING	COMM SVCS		P04000791811	4/30/2016	5/6/2016	500.00																				
592	DETOUR MENTORING	COMM SVCS		P04000791710	4/30/2016	5/6/2016	1,000.00																				
593	DETOUR MENTORING	COMM SVCS		P04000781113	4/30/2016	5/6/2016	1,500.00																				
594	DETOUR MENTORING	COMM SVCS		P04000791612	4/30/2016	5/6/2016	1,500.00																				
595	DETOUR MENTORING	COMM SVCS		P04000793812	4/30/2016	5/12/2016	1,000.00																				
596	DETOUR MENTORING	COMM SVCS		P04000792911	4/30/2016	5/12/2016	1,250.00																				
597	DETOUR MENTORING	COMM SVCS		P04919144405	4/30/2016	5/20/2016	500.00																				
598	DETOUR MENTORING	COMM SVCS		P04919146006	4/30/2016	5/20/2016	1,000.00																				
599		POS MANDATED FFOP		P09919144926	9/30/2015	5/6/2016	1,120.00																				
600		POS MANDATED FFOP		P04919138125	4/30/2016	5/20/2016	448.00																				
601		POS MANDATED FFOP		P04919126826	4/30/2016	5/20/2016	541.00																				
602		POS MANDATED FFOP		P04919138024	4/30/2016	5/20/2016	672.00																				
603		POS MANDATED FFOP		P04919126627	4/30/2016	5/20/2016	686.00																				
604	DISCOVERY SCHOOL	RES. CONG. CARE		P04919131528	4/30/2016	5/20/2016	5,700.00																				
605	DISCOVERY SCHOOL	RES. CONG. CARE		P04000798320	4/30/2016	5/27/2016	720.00																				
606	DISCOVERY SCHOOL	RES. CONG. CARE		P04000791016	4/30/2016	5/27/2016	5,100.00																				
607	DISCOVERY SCHOOL	RES. CONG. CARE		P04000794119	4/30/2016	5/27/2016	5,700.00																				
608	ELK HILL	POS MANDATED SPED-		P03919146409	3/31/2016	5/6/2016	3,910.00																				
609	ELK HILL	POS MANDATED SPED-		P03000789010	3/31/2016	5/12/2016	3,230.00																				
610	ELK HILL	POS MANDATED SPED-		P03000789109	3/31/2016	5/12/2016	4,485.00																				
611	ELK HILL	POS MANDATED SPED-		P04000784801	4/30/2016	5/20/2016	3,400.00																				
612	ELK HILL	POS MANDATED SPED-		P04919146401	4/30/2016	5/27/2016	3,570.00																				
613	ELK HILL	RES. CONG. CARE		P03919145827	3/31/2016	5/6/2016	5,270.00																				
614	ELK HILL	RES. CONG. CARE		P04919145817	4/30/2016	5/27/2016	5,100.00																				
615	FAMILY PRESERVATION SERV.	COMM SVCS		P01919147815	1/31/2016	5/6/2016	450.00																				
616	FAMILY PRESERVATION SERV.	COMM SVCS		P03919138919	3/31/2016	5/6/2016	585.00																				
617	FAMILY PRESERVATION SERV.	COMM SVCS		P03919138520	3/31/2016	5/6/2016	875.00																				
618	FAMILY PRESERVATION SERV.	COMM SVCS		P03919119623	3/31/2016	5/6/2016	885.00																				

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1	County of Fluvanna				From Date: 5/1/2016				
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619	FAMILY PRESERVATION SERV.	COMM SVCS		P03919138822	3/31/2016	5/6/2016	900.00		
620	FAMILY PRESERVATION SERV.	COMM SVCS		P03919142821	3/31/2016	5/6/2016	1,320.00		
621	FAMILY PRESERVATION SERV.	COMM SVCS		P10000790618	10/31/2015	5/12/2016	400.00		
622	FAMILY PRESERVATION SERV.	COMM SVCS		P12000790613	12/31/2015	5/12/2016	425.00		
623	FAMILY PRESERVATION SERV.	COMM SVCS		P11000790617	11/30/2015	5/12/2016	775.00		
624	FAMILY PRESERVATION SERV.	COMM SVCS		P12000790714	12/31/2015	5/12/2016	1,005.00		
625	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P03919146124	3/31/2016	5/6/2016	50.00		
626	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P03000796615	3/31/2016	5/12/2016	50.00		
627	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P04919146107	4/30/2016	5/20/2016	25.00		
628	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P03000782511	3/31/2016	5/27/2016	4,374.00		
629	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P03000782418	3/31/2016	5/27/2016	390.00		
630	INTERCEPT YOUTH SERVICE	POS MANDATED FFOP		P04919150714	4/30/2016	5/27/2016	644.00		
631	INTERCEPT YOUTH SERVICE	POS MANDATED FFOP		P04919150315	4/30/2016	5/27/2016	4,591.60		
632	INTERCEPT YOUTH SERVICE	RES. CONG. CARE		P04000793921	4/30/2016	5/27/2016	5,921.10		
633		COMM SVCS		P04000787714	4/30/2016	5/6/2016	300.00		
634		COMM SVCS		P04919143916	4/30/2016	5/20/2016	200.00		
635	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000778801	4/30/2016	5/6/2016	4,160.00		
636	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000778907	4/30/2016	5/6/2016	4,160.00		
637	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000779008	4/30/2016	5/6/2016	4,160.00		
638	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000782103	4/30/2016	5/6/2016	4,160.00		
639	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000782204	4/30/2016	5/6/2016	4,160.00		
640	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000787002	4/30/2016	5/6/2016	4,160.00		
641	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000787105	4/30/2016	5/6/2016	4,160.00		
642	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000793606	4/30/2016	5/6/2016	4,160.00		
643	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000786902	4/30/2016	5/12/2016	4,160.00		
644	LINDY SWIMM, LCSW	COMM SVCS		P01919139519	1/31/2016	5/20/2016	500.00		
645	LINDY SWIMM, LCSW	COMM SVCS		P02919139518	2/29/2016	5/20/2016	500.00		
646	LINDY SWIMM, LCSW	COMM SVCS		P04919139504	4/30/2016	5/20/2016	625.00		
647	LINDY SWIMM, LCSW	COMM SVCS		P03919139520	3/31/2016	5/20/2016	1,062.50		
648	NATIONAL COUNSELING GROUP	COMM SVCS		P03919143610	3/31/2016	5/27/2016	515.00		
649	NATIONAL COUNSELING GROUP	COMM SVCS		P03000797109	3/31/2016	5/27/2016	1,071.00		
650	NATIONAL COUNSELING GROUP	COMM SVCS		P04000797006	4/30/2016	5/27/2016	1,134.00		
651	PEOPLE PLACES, INC.	COMM SVCS		P03919119725	3/31/2016	5/6/2016	341.25		
652	PEOPLE PLACES, INC.	COMM SVCS		P10919126422	10/31/2015	5/20/2016	275.63		
653	PEOPLE PLACES, INC.	COMM SVCS		P04919121810	4/30/2016	5/20/2016	826.88		
654	PEOPLE PLACES, INC.	COMM SVCS		P04919119711	4/30/2016	5/20/2016	918.75		

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655	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04919121330	4/30/2016	5/20/2016	542.12																				
656	PRANA OT LLC	COMM SVCS		P04919136612	4/30/2016	5/20/2016	285.00																				
657		COMM SVCS		P04000798717	4/30/2016	5/20/2016	703.01																				
658		POS MANDATED FFOP		P04919146212	4/30/2016	5/27/2016	910.00																				
659		POS MANDATED FFOP		P04919146313	4/30/2016	5/27/2016	910.00																				
660		COMM SVCS		P04919138613	4/30/2016	5/20/2016	960.00																				
661	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P04000785303	4/30/2016	5/20/2016	4,900.00																				
662	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P04000785402	4/30/2016	5/20/2016	6,380.00																				
663	UNITED METHODIST FAMILY	TFC LIC. RES CONG CARE		P04919136723	4/30/2016	5/27/2016	1,120.00																				
664	UNITED METHODIST FAMILY	TFC LIC. RES CONG CARE		P04919122224	4/30/2016	5/27/2016	3,102.00																				
665	UNITED METHODIST FAMILY	TFC LIC. RES CONG CARE		P04919121622	4/30/2016	5/27/2016	3,300.30																				
666	VA HOME FOR BOYS & GIRLS	COMM SVCS		P03000794616	3/31/2016	5/12/2016	199.65																				
667	VA HOME FOR BOYS & GIRLS	COMM SVCS		P04000793115	4/30/2016	5/20/2016	870.00																				
668	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P04000796320	4/30/2016	5/12/2016	100.00																				
669	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P02000796222	2/29/2016	5/12/2016	190.00																				
670	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P03000793425	3/31/2016	5/12/2016	3,420.00																				
671	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P04000787923	4/30/2016	5/20/2016	3,800.00																				
672	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P03000796431	3/31/2016	5/12/2016	899.00																				
673	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P03000793732	3/31/2016	5/12/2016	7,085.36																				
674	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P04000786829	4/30/2016	5/20/2016	6,856.80																				
675	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000795405	4/30/2016	5/12/2016	250.00																				
676	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000787307	4/30/2016	5/12/2016	625.00																				
677	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000779508	4/30/2016	5/12/2016	6,016.00																				
678	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000791906	4/30/2016	5/12/2016	6,016.00																				
679	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000787203	4/30/2016	5/12/2016	6,141.00																				
680	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000782004	4/30/2016	5/12/2016	6,734.75																				
681	Total:							\$266,940.41																			
682																											
683	PARKS & RECREATION																										
684	ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOGGIE CLASS	30	4/28/2016	5/6/2016	13.00																				
685	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	499.30																				
686	BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	1,041.50																				
687	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	3.08																				
688	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	6.14																				
689	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	6.95																				
690	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	8.60																				

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691	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	9.48																				
692	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	13.00																				
693	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	17.65																				
694	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	18.42																				
695	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	20.55																				
696	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	29.43																				
697	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	30.86																				
698	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	40.28																				
699	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	46.20																				
700	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	46.52																				
701	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	56.95																				
702	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	79.34																				
703	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	167.02																				
704	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	291.97																				
705	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	337.76																				
706	BANK OF AMERICA	SITE IMPROVEMENTS	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	140.76																				
707	BANK OF AMERICA	SITE IMPROVEMENTS	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	156.45																				
708	BONNIE SNODDY	PROFESSIONAL SERVICES	MARTIAL ARTS	32	5/10/2016	5/20/2016	847.00																				
709	BSN SPORTS, INC.	RECREATIONAL SUPPLIES	SUPPLIES	97784145	3/31/2016	5/6/2016	269.99																				
710	CENTURYLINK	TELECOMMUNICATIONS	ACCT 309373828	041616 1	4/19/2016	5/6/2016	606.50																				
711	CINTAS	CONTRACT SERVICES	FIRST AID	5005138822	5/10/2016	5/20/2016	49.04																				
712	CINTAS	CONTRACT SERVICES	FIRST AID	5005138821	5/10/2016	5/20/2016	195.68																				
713	E.W. THOMAS	RECREATIONAL SUPPLIES	KENT STORE SENIORS PURCHASE	050316	4/28/2016	5/6/2016	12.29																				
714	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	SUPPLIES	043016	5/10/2016	5/20/2016	19.98																				
715	FLUVANNA REVIEW	ADVERTISING	JOB POSTINGS	2016F17-10	4/28/2016	5/6/2016	62.00																				
716	HAROLD BOYD	PROFESSIONAL SERVICES	T BALL	31	5/10/2016	5/12/2016	350.00																				
717	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	UNIFORMS	062565	4/28/2016	5/6/2016	164.51																				
718	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	KITE FESTIVAL	062754	5/10/2016	5/20/2016	408.75																				
719	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	92.63																				
720	JOEL A. ZELINSKY	SITE IMPROVEMENTS	DOMINION SIGN	2585	4/28/2016	5/6/2016	102.51																				
721	LANDSCAPE SUPPLY, INC.	RECREATIONAL SUPPLIES	LANDSCAPE SUPPLIES	98761	5/20/2016	5/27/2016	459.00																				
722	MO-JOHNS, INC.	CONTRACT SERVICES	HANDICAP UNIT	90711	5/10/2016	5/20/2016	165.00																				
723	MO-JOHNS, INC.	CONTRACT SERVICES	PORTA JOHNS	90301	5/10/2016	5/20/2016	420.00																				
724	NICOLE ROWLAND	PROFESSIONAL SERVICES	KITE FESTIVAL	051416	4/28/2016	5/19/2016	450.00																				
725	RANGELAND GLO-WRAP	RECREATIONAL SUPPLIES	TROPHIES	3209	5/18/2016	5/20/2016	19.90																				
726	SAM'S CLUB	RECREATIONAL SUPPLIES	PARKS AND REC PURCHASE	032216	4/28/2016	5/6/2016	223.12																				

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727	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	E3442800-16	5/1/2016	5/12/2016	9.00																				
728	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	3445700-16	5/1/2016	5/12/2016	115.70																				
729	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	5.30																				
730	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	18.29																				
731	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039075871	5/18/2016	5/20/2016	81.28																				
732	THE CENTRAL VIRGINIAN	PRINTING AND BINDING	GUIDE TO FLUVANNA	00019657 MAY	5/15/2016	5/27/2016	260.00																				
733	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	6.35																				
734	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	PHONE BILL	09382040	4/28/2016	5/6/2016	17.44																				
735	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	185654007	4/28/2016	5/6/2016	33.84																				
736	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18654004	4/28/2016	5/6/2016	167.70																				
737	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18710269	5/18/2016	5/20/2016	405.62																				
738	VIRGINIA RECREATION & PARK	RECREATIONAL SUPPLIES	KINGS DOMINION TICKETS	240431	5/23/2016	5/27/2016	1,255.00																				
739								Total:	\$10,374.63																		
740	<hr/>																										
741	LIBRARY																										
742	AMAZON.COM	BOOKS/PUBLICATIONS	LIBRARY BOOKS	051016	5/10/2016	5/27/2016	4,344.37																				
743	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	18.17																				
744	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	11.75																				
745	CENTURYLINK	TELECOMMUNICATIONS	ACCT 309647441	041616 9	4/19/2016	5/6/2016	2,072.76																				
746	GALE	BOOKS/PUBLICATIONS	BOOKS	57965924	4/28/2016	5/6/2016	26.35																				
747	GALE	BOOKS/PUBLICATIONS	BOOKS	57940005	4/28/2016	5/6/2016	57.79																				
748	GALE	BOOKS/PUBLICATIONS	BOOKS	58001620	5/10/2016	5/20/2016	64.58																				
749	GALE	BOOKS/PUBLICATIONS	BOOKS	58042943	5/13/2016	5/27/2016	118.98																				
750	HAWK LABELING SYSTEMS	OFFICE SUPPLIES	SUPPLIES	202960	4/28/2016	5/6/2016	207.75																				
751	KODIAK, LLC.	LEASE/RENT	SHRED	56701	4/28/2016	5/6/2016	148.80																				
752	MEREDITH BOOKS	BOOKS/PUBLICATIONS	BOOK	051716	5/18/2016	5/20/2016	35.71																				
753	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	E5329010-16	5/18/2016	5/20/2016	10.00																				
754	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER	E5329010-16	5/18/2016	5/20/2016	48.35																				
755	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	1566948141	5/5/2016	5/27/2016	55.96																				
756								Total:	\$7,221.32																		
757	<hr/>																										
758	COUNTY PLANNER																										
759	BANK OF AMERICA	ADVERTISING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	195.00																				
760	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	80.00																				
761	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	18.84																				
762	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	34.63																				

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763	PRINCE WILLIAM COUNTY	BOOKS/PUBLICATIONS	ZONING ORDINANCE	1750	4/28/2016	5/6/2016	108.65																				
764	TIMMONS GROUP	ADVERTISING	PARCEL	180252	5/18/2016	5/20/2016	600.00																				
765	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	15.05																				
766	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18654005	4/28/2016	5/6/2016	278.81																				
767								Total:	\$1,330.98																		
768																											
769	PLANNING COMMISSION																										
770	CITYSCAPE CONSULTANTS, INC.	PROFESSIONAL SERVICES	REVIEW EVAL NTELOS	3311	5/18/2016	5/20/2016	4,000.00																				
771	CITYSCAPE CONSULTANTS, INC.	PROFESSIONAL SERVICES	REVIEW EVAL NTELOS	3312	5/18/2016	5/20/2016	4,000.00																				
772	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F17-11	4/28/2016	5/6/2016	62.00																				
773	FLUVANNA REVIEW	ADVERTISING	DOMINION POWER	2016F19-15	5/18/2016	5/20/2016	103.00																				
774	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F18-25	5/10/2016	5/20/2016	126.00																				
775	FLUVANNA REVIEW	ADVERTISING	SUP 16:05	2016F20-11	5/19/2016	5/27/2016	103.00																				
776								Total:	\$8,394.00																		
777																											
778	ECONOMIC DEVELOPMENT																										
779	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	399.00																				
780	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	68.46																				
781	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	79.74																				
782	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	118.18																				
783	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	344.48																				
784	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	392.98																				
785	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	3.77																				
786	PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS	1749	4/28/2016	5/6/2016	35.00																				
787	THE CENTRAL VIRGINIAN	ADVERTISING	AD	300130548	4/30/2016	5/12/2016	145.00																				
788								Total:	\$1,586.61																		
789																											
790	VA COOPERATIVE EXTENSION																										
791	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613-041616	4/28/2016	5/6/2016	18.84																				
792	ENRIQUE HERNANDEZ	CONTRACT SERVICES	REPLACE STABILIZING STAND	150	5/10/2016	5/20/2016	70.00																				
793	FLUVANNA CO PUBLIC SCHOOLS	OTHER OPERATING	CARYSBROOK BUS LOOP	VAPISU-CBES-2016-	4/28/2016	5/6/2016	60.00																				
794	JOHN THOMPSON	CONVENTION AND	NACAA AM/PIC REGISTRATION	051616	5/10/2016	5/20/2016	200.00																				
795	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	13.30																				
796	VESA	CONTRACT SERVICES	ANNUAL CONFERENCE	050116	4/28/2016	5/6/2016	35.00																				
797	VESA	CONTRACT SERVICES	ANNUAL CONFERENCE	050116 1	4/28/2016	5/6/2016	35.00																				
798								Total:	\$432.14																		

	A	B	C	D	F	G	H	I	J	
1	County of Fluvanna		From Date: 5/1/2016							
2	Accounts Payable List		To Date: 5/31/2016							
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
799										
800					100 GENERAL FUND	Fund Total:	\$507,057.89			
801	Fund # - 302 CAPITAL IMPROVEMENT									
802	PUBLIC SAFETY CAPITAL PROJ									
803	CLEAR COMMUNICATIONS AND	CONTRACT SERVICES	CAMERA REPLACED	108441	4/28/2016	5/6/2016	31.00			
804	CLEAR COMMUNICATIONS AND	VEHICLE	INSTALLATION	108498	4/28/2016	5/6/2016	361.97			
805	SEE-MOR TRUCK TOPS & CUSTOMS	VEHICLE	INVESTIGATORS TRUCH	043016	4/30/2016	5/12/2016	137.40			
806							Total:	\$530.37		
807										
808	FACILITIES CAP PROJ									
809	BAKER ROOFING COMPANY	CONTRACT SERVICES	REPAIRS/GUTTER AND ROOF CLEANING	902206553	5/10/2016	5/20/2016	2,500.00			
810	BETTER LIVING, INC.	CONTRACT SERVICES	DRY WALL	043016	5/10/2016	5/20/2016	161.19			
811	LOWE'S	CONTRACT SERVICES	SUPPLIES	042516	5/10/2016	5/20/2016	284.55			
812	LOWE'S	CONTRACT SERVICES	SUPPLIES	042516	5/10/2016	5/20/2016	994.76			
813	OLD DOMINION ABATEMENT &	CONTRACT SERVICES	ASBESTOS REMOVAL	160425-OD	5/10/2016	5/20/2016	12,350.00			
814							Total:	\$16,290.50		
815										
816	PUBLIC WORKS CAPITAL PROJECT									
817	JAMES RIVER WATER AUTHORITY	PROFESSIONAL SERVICES	DEBT SERVICE RESERVE FUND	051916	5/19/2016	5/19/2016	235,143.75			
818							Total:	\$235,143.75		
819										
820	SCHOOL OPS & MAINT CAP PROJ									
821	MIKE'S STAIN & PAINT INC	CONTRACT SERVICES	DEPOSIT TO REFINISH HARDWOOD	050216	5/2/2016	5/12/2016	2,875.00			
822							Total:	\$2,875.00		
823										
824	SCHOOL TECH CAP PROJ									
825	TYLER TECHNOLOGIES	CONTRACT SERVICES	PAYROLL TRAINING	045-158795	5/18/2016	5/20/2016	3,556.36			
826							Total:	\$3,556.36		
827										
828					302 CAPITAL IMPROVEMENT	Fund Total:	\$258,395.98			
829	Fund # - 401 DEBT SERVICE									
830	DEBT SERVICE - SCHOOLS									
831	REGIONS BANK	HS VPSA S O 2008 INT	DEBT SERVICE PAYMENT VPSA2008 INT	052016	5/20/2016	5/20/2016	120,156.25			
832							Total:	\$120,156.25		
833										
834					401 DEBT SERVICE	Fund Total:	\$120,156.25			



	A	B	C	D	F	G	H	I	J																		
1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
3																											
4																											
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
835	Fund # - 502 SEWER																										
836	UTILITY OPERATIONAL EXPENSES																										
837	CENTURYLINK	TELECOMMUNICATIONS	ACCT 310089744	041916	4/19/2016	5/6/2016	42.66																				
838	CENTURYLINK	TELECOMMUNICATIONS	ACCT 309433290	041916 1	4/19/2016	5/6/2016	54.27																				
839	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394753284	5/10/2016	5/20/2016	9.53																				
840	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394755251	5/10/2016	5/20/2016	9.53																				
841	CINTAS	LAUNDRY AND DRY	UNIFORMS	394757274	5/19/2016	5/27/2016	9.52																				
842	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	04281613	4/28/2016	5/12/2016	50.77																				
843	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	04251610	4/25/2016	5/12/2016	688.35																				
844	E.W. THOMAS	GENERAL MATERIALS AND	PUBLIC WORKS	1020	5/10/2016	5/20/2016	23.97																				
845	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	59355	5/10/2016	5/20/2016	150.00																				
846								Total:	\$1,038.60																		
847																											
848																											
								502 SEWER	Fund Total: \$1,038.60																		
849	Fund # - 505 FORK UNION SANITARY DISTRICT																										
850	FORK UNION SANITARY DISTRICT																										
851	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	MONTHLY DEBT PAYMENT	MAY-16	5/25/2016	5/25/2016	3,085.87																				
852								Total:	\$3,085.87																		
853																											
854	FUSD OPERATIONAL EXPENSES																										
855	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	(\$500.00)																				
856	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	55.85																				
857	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD PURCHASES	043016	4/30/2016	5/20/2016	56.00																				
858	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394753284	5/10/2016	5/20/2016	35.23																				
859	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394755251	5/10/2016	5/20/2016	35.23																				
860	CINTAS	LAUNDRY AND DRY	UNIFORMS	394757274	5/19/2016	5/27/2016	35.23																				
861	CONSOLIDATED PIPE & SUPPLY	GENERAL MATERIALS AND	3" SPOOL PIECE	6260561-000-000	5/10/2016	5/27/2016	135.70																				
862	CONSOLIDATED PIPE & SUPPLY	GENERAL MATERIALS AND	MSTR MTR OCT UTR SONIC	6260594-000-000	5/11/2016	5/27/2016	1,481.00																				
863	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 7224360003	042616	4/28/2016	5/6/2016	111.36																				
864	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 9594215007	042616 1	4/28/2016	5/6/2016	161.80																				
865	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 8434345008	042616 2	4/28/2016	5/6/2016	164.37																				
866	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 9004200003	042616 3	4/28/2016	5/6/2016	288.45																				
867	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 9346182505	042616 6	4/28/2016	5/6/2016	1,295.64																				
868	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ACCT 9501772108	042616 7	4/28/2016	5/6/2016	1,385.87																				
869	E.W. THOMAS	GENERAL MATERIALS AND	PUBLIC WORKS	1020	5/10/2016	5/20/2016	5.50																				
870	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	050116	4/28/2016	5/6/2016	400.55																				

	A	B	C	D	F	G	H	I	J																		
1	County of Fluvanna Accounts Payable List																										
2										From Date: 5/1/2016 To Date: 5/31/2016																	
3																											
4																											
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																				
871	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	042516	5/10/2016	5/20/2016	39.03																				
872	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD\00205417	5/15/2016	5/27/2016	35.15																				
873	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD\00202310	5/15/2016	5/27/2016	127.84																				
874	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	90500	5/10/2016	5/20/2016	60.00																				
875	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	116295	5/18/2016	5/20/2016	202.50																				
876	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	WET CHEMISTRY	167123	4/26/2016	5/27/2016	30.00																				
877	USABLUEBOOK	AGRICULTURAL SUPPLIES	MAIN SHAFT FOR DOUBLE HEAD PUMPS	935286	4/25/2016	5/12/2016	26.59																				
878	USABLUEBOOK	AGRICULTURAL SUPPLIES	DRUWM SWITCH	934115	4/22/2016	5/12/2016	186.76																				
879	USABLUEBOOK	AGRICULTURAL SUPPLIES	HYDROMATIC SHERF50M3	942818	5/3/2016	5/27/2016	981.33																				
880	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	MONTHLY DEBT PAYMENT	MAY-16	5/25/2016	5/25/2016	1,874.13																				
881	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T298412	4/28/2016	5/6/2016	84.59																				
882	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	PHONE BILL	09382040	4/28/2016	5/6/2016	17.46																				
883						Total:	\$8,813.16																				
884																											
885					505 FORK UNION SANITARY DISTRICT	Fund Total:	\$11,899.03																				
886					Total Expenditures by Fund:	\$898,547.75																					

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 15, 2016

AGENDA TITLE:	Resolution Recognizing Lucas J. Valleau				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled "Recognizing Lucas J. Valleau for Award of Eagle Scout Status".				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Lucas has completed all the requirements and has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Resolution Recognizing Lucas J. Valleau for Award of Eagle Scout Status				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	N/A	N/A	N/A	N/A	N/A



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 23-2016

**A RESOLUTION RECOGNIZING LUCAS J. VALLEAU
AWARD OF EAGLE SCOUT STATUS**

The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, June 15, 2016:

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

WHEREAS, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

WHEREAS, Lucas J. Valleau has completed all the requirements for becoming an Eagle Scout; and

WHEREAS, Lucas has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

WHEREAS, Boy Scout Troop 138 will be convening an Eagle Scout Court of Honor on June 8, 2016 at 7:00 p.m. at Saints Peter and Paul Catholic Church, Palmyra, Virginia; and

WHEREAS, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors joins Lucas's family and friends in congratulating him on his achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding young man as one of its citizens.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 15th of June, 2016, by the following vote:

SUPERVISORS	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X					

A Copy, teste:

Kelly Belanger Harris, Clerk
Board of Supervisors
Fluvanna County, Virginia

John M. Sheridan, Chair
Board of Supervisors
Fluvanna County

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 15, 2016

AGENDA TITLE:	VDOT Secondary Street Acceptance Request—Meadow Brook				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled "A Resolution To Take Streets In The Meadow Brook Subdivision Into The Secondary System Of Highways In Fluvanna County, Virginia."				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Bobby Popowicz, Community Development Director				
RECOMMENDATION:	Adoption of the Resolution				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Resolution, VDOT Form AM-4.3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 24-2016

A Resolution to Take Streets in the Meadow Brook Subdivision into the Secondary System of Highways in Fluvanna County, Virginia

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 7:00 PM on Wednesday, June 15, 2016, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk's office of the Circuit Court of Fluvanna County; and

WHEREAS, the streets described in the Meadow Brook subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

NOW, THEREFORE BE IT RESOLVED, on this 15th day of June, 2016, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

BE IT YET FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 15th day of June, 2016 on a motion by **Mr. Weaver**, seconded by Mrs. Booker, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, & Weaver **NAYS:** None **ABSENT:** None

A Copy, teste:

John M. Sheridan, Chair
Board of Supervisors
Fluvanna County, Virginia

In the County of Fluvanna

By resolution of the governing body adopted June 15, 2016

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision Meadow Brook

Type Change to the Secondary System of State Highways: Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

Street Name and/or Route Number

◆ **Meadow Brook Lane, State Route Number 1025**

Old Route Number: 0

- From: Route 613 Bybees Church Road

To: west to end of cul de sac, a distance of: 0.70 miles.

Recordation Reference: DB 711, pg 367-370

Right of Way width (feet) = 0

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: June 15, 2016

AGENDA TITLE:	FY16 Schools Supplemental Appropriation of State funding for Project RETURN				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$20,951.00 in the FY16 Fluvanna County Public Schools budget from the State for Project RETURN in support of alternative education programs				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance and Ed Breslauer, Schools Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>Fluvanna County Public Schools was notified in May 2016 of the Project RETURN funding of \$20,951. These funds are used to support alternative education programs through Instruction.</p> <p>The FY16 Adopted Budget for State funding was \$19,273,012. Currently, the Revised Budget for FY16 State Revenue is \$19,345,567.60. If approved, this supplemental appropriation will change the FY16 State Revenue amount to \$19,366,518.60.</p> <p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	There is no County match required.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

Meeting Date:	June 15, 2016				
AGENDA TITLE:	FY16 Budget Transfer- Board of Supervisors Legal Fees				
MOTION(s):	<p>I move the Board of Supervisors approve a budget transfer for \$23,000 from the FY16 BOS Contingency budget and \$19,000 from FY16 General Services – Heating Budget to the FY16 Board of Supervisors - Professional Services budget for Legal Fees.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>Currently, the Board of Supervisors Professional Services line for legal fees is over budget by \$41,999. \$0 was budgeted in the FY16 budget for any additional legal services, outside the current County Attorney contract. It is recommended that the Board of Supervisors approve a budget transfer from the BOS Contingency budget for \$23,000 and in the General Services - Heating budget for \$19,000 (under budget due to mild heating costs) to the Board of Supervisors Professional Services line for \$42,000.</p>				
FISCAL IMPACT:	<p>The following FY16 budget changes will be made:</p> <ul style="list-style-type: none"> • Decrease: BOS Contingency - \$23,000 • Decrease: General Services Budget - \$19,000 • Increase: Board of Supervisors, Professional Services - \$42,000 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

Meeting Date:	June 15, 2016				
AGENDA TITLE:	FY16 BOS Contingency Budget Transfer- County Attorney				
MOTION(s):	I move the Board of Supervisors approve a budget transfer for \$47,300.00 from the FY16 BOS Contingency budget to the FY16 County Attorney budget for Legal Services.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> • Currently, the County Attorney budget is over budget by \$15,308 through April 2016 for legal services. • The invoice amount for the County in the May billing cycle is \$16,948. • It is projected that the invoice for June legal services will be around \$15,000. • It is recommended that the Board of Supervisors approve a budget transfer from the BOS Contingency line in the amount of \$47,300 to bring the County Attorney line under budget for FY16. • If approved, this will increase the FY16 County Attorney budget from \$156,000 to \$203,300. 				
FISCAL IMPACT:	The following FY16 budget changes will be made: <ul style="list-style-type: none"> • Decrease: BOS Contingency - \$47,300 • Increase: County Attorney - \$47,300 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

Meeting Date:	June 15, 2016				
AGENDA TITLE:	Compensation for livestock killed by a wild animal, unknown dogs				
MOTION(s):	I move to approve compensation for Marlene Thompson in the amount of \$900 for six (6) deceased goats to be paid from Animal Control budget line Claims and Bounties				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Staff: David Wells, Operations Captain Copy: Eric Hess, Sheriff				
PRESENTER(S):	Captain David Wells				
RECOMMENDATION:	Animal Control supports this claim and approved recommendation				
TIMING:	Routine				
DISCUSSION:	Per Virginia Comprehensive Animal Law § 3.2-6553. Compensation for livestock and poultry killed by dogs. Any person who has any livestock or poultry killed or injured by any dog not his own shall be entitled to receive as compensation the fair market value of such livestock or poultry not to exceed \$750 per animal or \$10 per fowl. There are two (2) separate events; one in 2014 and one in 2016. Claimant was unaware of this law (§ 3.2-6553) in 2104. In both events Animal Control was notified within 72 hours of the discovery and verified the death of the goats. The owner of the dogs is unknown.				
FISCAL IMPACT:	\$900 to be paid out of FY16 Animal Control budget Claims and Bounties				
POLICY IMPACT:	Enforcing Virginia Code § 3.2-6553. Compensation for livestock and poultry killed by dogs.				
LEGISLATIVE HISTORY:	The last claims were December 5, 2012 for livestock killed by dogs.				
ENCLOSURES:	Copies of Incident Report 2014-021284 and Incident Report 2016-004659, Copy of Code section Virginia Comprehensive Animal Law § 3.2-6553. Compensation for livestock and poultry killed by dogs, copies of Application for Damage Claim, Copy of USDA Market News Goat Valuations.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

§ 3.2-6553. Compensation for livestock and poultry killed by dogs

Any person who has any livestock or poultry killed or injured by any dog not his own shall be entitled to receive as compensation the fair market value of such livestock or poultry not to exceed \$750 per animal or \$10 per fowl if (i) the claimant has furnished evidence within 60 days of discovery of the quantity and value of the dead or injured livestock and the reasons the claimant believes that death or injury was caused by a dog; (ii) the animal control officer or other officer shall have been notified of the incident within 72 hours of its discovery; and (iii) the claimant first has exhausted his legal remedies against the owner, if known, of the dog doing the damage for which compensation under this section is sought. Exhaustion shall mean a judgment against the owner of the dog upon which an execution has been returned unsatisfied.

Local jurisdictions may by ordinance waive the requirements of clause (ii) or (iii) or both provided that the ordinance adopted requires that the animal control officer has conducted an investigation and that his investigation supports the claim. Upon payment under this section, the local governing body shall be subrogated to the extent of compensation paid to the right of action to the owner of the livestock or poultry against the owner of the dog and may enforce the same in an appropriate action at law.



Fluvanna County Sheriff's Office
Eric Hess - Sheriff

Application for damage claim of livestock/fowl injury caused by dogs

Pursuant to § 3.2-6553. Compensation for livestock and poultry killed by dogs the claim for damages is hereby made as follows:

Date of Damage	Quantity	Description of livestock/fowl	Value per animal	Total
10-4-2014	3	Goats 1 Buck 2 Does Nubian/Alpine Cross	150. ⁰⁰ each	450. ⁰⁰

Description of incident: 2 Dogs trapped Goats in Pond / Killed 3
 Dog 1 white / Black Mix Breed
 Dog 2 Black / Brown Mix Breed

Name of claimant: Marlene Thompson Signature of claimant: Marlene Thompson
 Address of claimant: 487 Buckhorn Lane Scottsville, Va 24590
 Date claim form completed and signed: 6-6-2016

To be completed by Deputy

Date reported to Sheriff's Office: 10-4-2014 Incident # 2014-021284
 Did Deputy observe the deceased animal(s)? NO Where they photographed? YES
 Dog(s) located? NO Owners known? NO
 Owner information: Marlene Thompson owns Goats Dogs - unknown
 Deputy assigned: Sheridan Unit 41

Fluvanna County Sheriff's Office
 160 Commons Blvd.
 Post Office Box 113; Palmyra, Virginia 22963
 Emergency: 911
 Non-Emergency: (ph) 434-589-8211; (fax) 434-589-6594
 Administration: (ph) 434-591-2013; (fax) 434-591-2012

INCIDENT

Date(s) and Time(s) Of Incident: 10/4/2014 10:52:44 AM 10/4/2014 10:52:44 AM Internal Status: 5-Info Only

Solvability Factors:
Solvability Score: 0

Dispatcher:	Received:	Arrived:	Zone/Area:	TempF/C:	Weather:
S392-Sheridan,P	10/4/2014 10:5	9:10:00 AM	AC-ZONE COUN	50 F	1-Clear
Call Number: 2014-021284					

ASSIGNMENT

2014-021284-S392 10/4/2014 10:52:44 AM Reported By: Sheridan,P

OFFENSES

VICTIMS

WITNESSES

2014-021284-001 THOMPSON,MARLENE W-White F-Female 8/22/1961 PID: 00358451
 223-02-0745 N-Not Hispanic
 Weight: 000
 487 Buckhorne Lane
 SCOTTSVILLE VA 24590
 434-286-3250

NARRATIVES

Narrative 2014-021284-001 Original - 6/7/2016 4:30:00 PM
 Officer: S392-Sheridan,P

October 4, 2014 I Animal Control Officer Sheridan spoke with Marlene Thompson by phone who informed me her goats had been attacked by two dogs. I advised Thompson to photograph the dead goats and go ahead and bury them. I responded to 487 Buckhorn Lane at 9:10 Am October 6, 2014. Upon my arrival I spoke with Thompson who informed me her goats had been attacked by dogs and three goats are dead. Thompson was advised of her rights to protect her livestock. All methods to locate these dogs have been exhausted at this point.



Fluvanna County Sheriff's Office
Eric Hess - Sheriff

Application for damage claim of livestock/fowl injury caused by dogs

Pursuant to § 3.2-6553. Compensation for livestock and poultry killed by dogs the claim for damages is hereby made as follows:

Date of Damage	Quantity	Description of livestock/fowl	Value per animal	Total
7-23-2016	3	Goats (3 Does)	150. ⁰⁰	450. ⁰⁰
3-23-2016		1 Boar		
3-23-2016	^{Pregnant}	2 Nubra/Alpine Cross		

Description of incident: 2 Dogs Killed 3 Pregnant Does
Dog 1 White/Black mask Collie/shepherd type
Dog 2 Black/Brown (Brindle) mix breed

Name of claimant: Marlene Thompson Signature of claimant: [Signature]
 Address of claimant: 487 Buckhorn Lane, Scottsville, Va. 24590
 Date claim form completed and signed: 6-6-2016

To be completed by Deputy

Date reported to Sheriff's Office: 3-23-2016 Incident # 2016-004659
 Did Deputy observe the deceased animal(s)? yes Where they photographed? yes
 Dog(s) located? NO Owners known? NO
 Owner information: Dogs Unknown
 Deputy assigned: Sheridan Unit 41

Fluvanna County Sheriff's Office
 160 Commons Blvd.
 Post Office Box 113; Palmyra, Virginia 22963
 Emergency: 911
 Non-Emergency: (ph) 434-589-8211; (fax) 434-589-6594
 Administration: (ph) 434-591-2013; (fax) 434-591-2012

INCIDENT

Date(s) and Time(s) Of Incident:
3/23/2016 2:14:55 PM 3/23/2016 2:14:55 PM

Internal Status: 5-Info Only

Solvability Factors:
Solvability Score: 0

Dispatcher:	Received:	Arrived:	Zone/Area:	TempF/C:	Weather:
A128-Ayers,Trevaughn	3/23/2016 2:14	3:21:00 PM	AC-ZONE COUN	65 F	1-Clear
Call Number: 2016-004659					

ASSIGNMENT

2016-004659-S392 3/23/2016 2:14:55 PM Reported By: Sheridan,P
2016-004659-W682 / / Approved By: Wells,David

OFFENSES**VICTIMS****WITNESSES**

2016-004659-001 THOMPSON,MARLENE W-White F-Female 8/22/1961 PID: 00358451
223-02-0745 N-Not Hispanic
Weight: 000
487 Buckhorne Lane
SCOTTSVILLE VA 24590
434-286-3250

NARRATIVES

Narrative 2016-004659-001 Original - 3/28/2016 12:38:00 PM
Officer: S392-Sheridan,P

March 23, 2016 Deputy Sheridan responded to 487 Buckhorn Lane and spoke with Marlene Thompson for the report of goats killed by dogs. When Sheridan arrived on the scene he found Thompson chasing buzzards off of the slain goat carcasses. Sheridan then photographed each of the three goats. Each of the goat's throats had been ripped open. Thomson stated she was in the house when she heard all the commotion at the goat pen. Thompson ran to the pen where she found all her goats hiding in their houses and two dogs were attacking and killing them. Thompson shot at the dogs with a 22 cal. rifle missing the dogs but scaring them away. Thompson does not know who owns the dogs and says she has never seen them before. This is the second time Deputy Sheridan has responded to this address. The first time Sheridan responded dogs had killed four of Thompson's goats. Sheridan searched the

area multiple times but has not been able to locate the dogs. Thompson said she has not seen the dogs anymore. Thomson has spoken to her neighbors and family in the immediate area and no one knows of any dogs matching their descriptions. All methods to locate these dogs have been exhausted at this point.

RH_LS380
 Richmond, VA Wed Apr 27, 2016 VA Dept of Ag-USDA Market News

Madison Lamb, Sheep and Goat Sale

State Graded Sale for Wed Apr 27, 2016

Sheep 214 head (Slaughter Lambs 161; Slaughter Ewes and Rams 53)

Lambs sold per hundredweight

Slaughter Lambs, Woolled Choice and Prime 1-2

90- 110 182.00-188.00

110- 130 174.00

Slaughter Lambs, Woolled Good and Choice 1-2

60- 90 159.00-189.00

Slaughter Lambs, Spring Woolled Choice and Prime

60- 80 200.00-227.00

80- 110 215.00-226.00

Slaughter Lambs, Spring Woolled Good and Choice 1-3

30- 60 200.00-223.00

Slaughter Ewes

Choice 2-4 71.00-78.00

Good 2-4 74.00-86.00, few under 100 lbs at 94.00

Slaughter Rams

All Grades 89.00-100.00

Goats 20 head

✱ Goats sold per head

Kids Selection No 1-2

40- 60 90.00-185.00

60- 80 175.00-201.00

Slaughter Bucks Selection No 1-2

100- 150 190.00-225.00

Price and grade information is reported by VDACS Livestock Marketing and disseminated by Virginia Market News Service. While market reports reflect the majority of cattle at each sale, there are instances where animals do not fit reporting categories and are not included.

Source: Virginia Department of Agriculture and Consumer Services
 USDA-VA Market News, Richmond, VA 804.786-3947
www.vdacs.virginia.gov/marketnews
market.news@vdacs.virginia.gov

1400e jsh mks



Culpeper District Fluvanna County Monthly Report June 2016

Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety Improvements HSIP Project Rumble Strips	Right of Way	Advertisement	TBD
Route 53 Safety improvements at Route 618	Right of Way	Application for funding thru HB-2	TBD*
Roundabout at US 15 and Route 53	Right of Way NTP	Advertisement	September 2016
Route 600 North Boston Road	Authorize PE	Survey	TBD
Route 633 North Boston Road – Reconstruction	--	Project Scoping	2023
Route 629 Deep Creek Road– Bridge Replacement	--	Project Scoping	January 2018

* Pending funding from HB-2

Construction Activities

Bridge Projects

- **Route 6 Rivanna River Bridge**—Bridge is currently closed. Continue work on Phase 2 Structure (Abutment and Pier Foundations). Completion August, 2016.
- **Bridge Deck Cleaning and Washing** – Route 605 over Byrd Creek, Route 615 over Rivanna River, Route 616 over Mechunk Creek, Route 656 over North Creek and Route 690 over James River. – Will start week of 5-23-16.
- **SF – 652 (Str. 6030) Superstructure Replacement** – July 2016 anticipated start
- **SF – 0629 (Str. 6021) Superstructure Replacement** – November 2016 anticipated start

Resurfacing Projects

- **Plant Mix**—Work is underway. See attached route listing.
- **Surface Treatment**—To begin in July. See attached route listing.

Traffic Engineering Studies

Completed

- **Route 6**
Speed study; complete. A secondary review is scheduled.
VDOT Study Number—065-0006-20160304-011
- **Route 53**
Speed review; complete
VDOT Study Number—065-0053-20160302-011

Under Review

None at this time.

Maintenance Activities

VDOT Area Headquarter crews completed the following activities during the past month. For specific route activities, please contact the Charlottesville Residency Office.

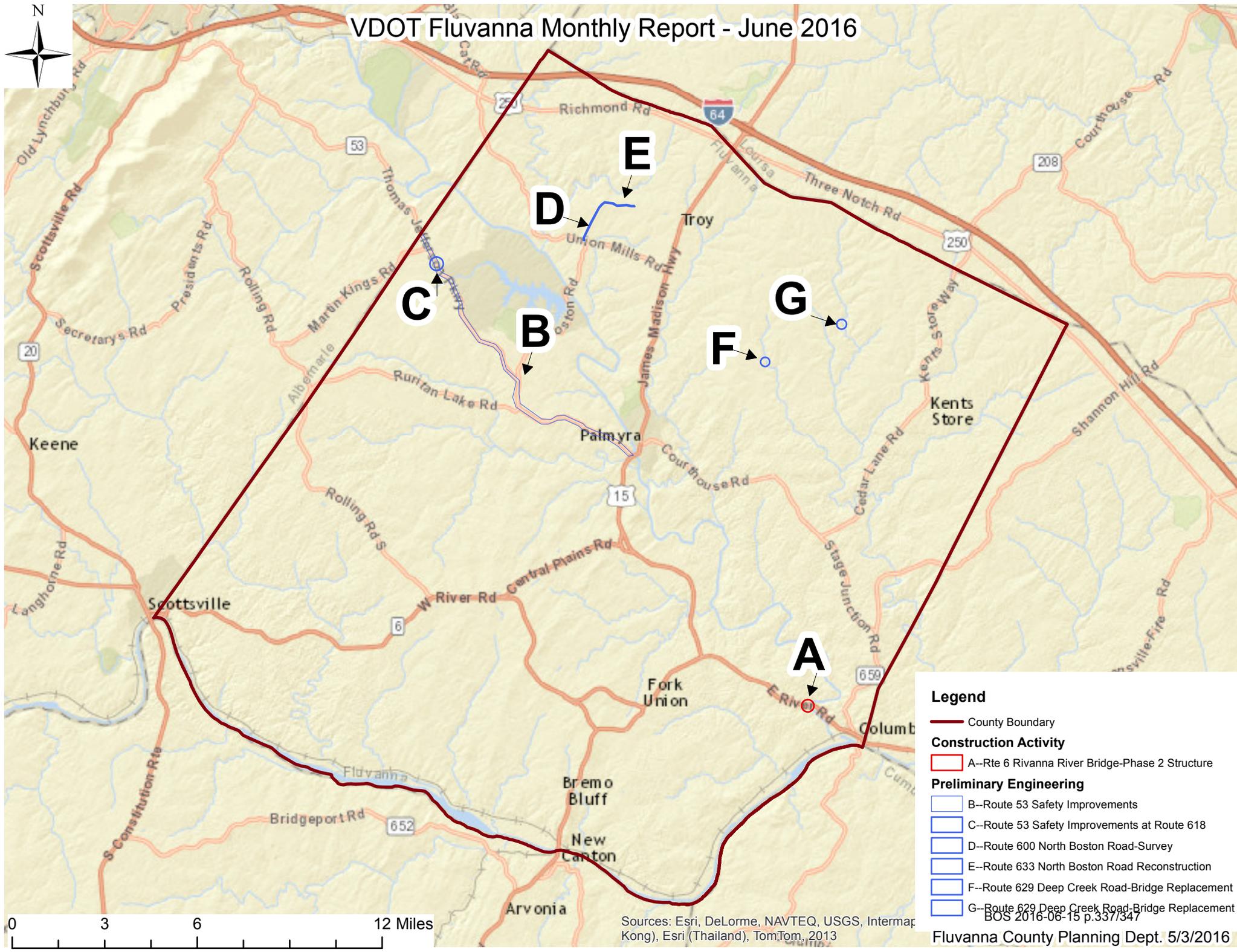
- Debris removal on 1 primary route and 3 secondary routes
- Drainage repairs made on 2 primary routes and 9 secondary routes
- Mowing operations on 2 primary routes and 15 secondary routes
- Patching was performed on 2 primary routes and 7 secondary routes
- Shoulders repaired on 2 secondary routes
- Trash removal on 3 primary routes and 4 secondary routes
- Tree removal on 2 secondary routes
- Trimming on 2 primary routes and 10 secondary routes

BOS Manual Link:

http://www.virginiadot.org/business/resources/local_assistance/BOSManual-2015.pdf

Joel DeNunzio, P.E.
Resident Engineer
VDOT Charlottesville Residency
434-293-0011

VDOT Fluvanna Monthly Report - June 2016



- Legend**
- County Boundary
 - Construction Activity**
 - A--Rte 6 Rivanna River Bridge-Phase 2 Structure
 - Preliminary Engineering**
 - B--Route 53 Safety Improvements
 - C--Route 53 Safety Improvements at Route 618
 - D--Route 600 North Boston Road-Survey
 - E--Route 633 North Boston Road Reconstruction
 - F--Route 629 Deep Creek Road-Bridge Replacement
 - G--Route 629 Deep Creek Road-Bridge Replacement

Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, Inc., Swisstopo, Esri (Thailand), TomTom, 2013

BOS 2016-06-15 p.337/347

Surface Treatment - 2016

Fluvanna County

Route	From MP	To MP	Length	From Desc	To Desc
601 Venable Road	9.44	13.17	3.73	Rte. 659	Rte. 653
605 Shannon Hill Road	0	3.19	3.19	Rte. 659	Goochland County Line
606 Rose Hill Road	0.24	1.15	0.91	Rte. 659	End State Maintenance
643 Transco Road	0	1.9	1.9	Rte. 637	Rte. 620
650 Mountain Hill Road	0	4.12	4.12	Rte. 640	Rte. 6
653 Three Chopt Road	0	2.4	2.4	Louisa CL	Rte. 250
663 Georges Mill Road	0	2.8	2.8	Rte. 601	Rte. 608
669 Kidds Dairy Road	0	4.84	4.84	Rte. 620	Rte. 637
675 Drivers Hill Road	0	0.55	0.55	Rte. 6	End State Maintenance
689 Edgecomb Road	0	0.3	0.3	Rte. 250	Rte. 615
706 Aldridge Lane	0	0.75	0.75	Rte. 669	End State Maintenance
1020 Fair Oaks Drive	0	0.56	0.56	Rte.619	End State Maintenance

Plant Mix - 2016

Fluvanna County

Route	From MP	To MP	Length	From Desc	To Desc
15 James Madison Hwy	2.4	3.86	1.46	Rt. 695	Rt. 655
600 N. Boston Road	4.7	5.7	1	Rte. 616	Rte. 633

COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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

MEMORANDUM

Date: June 15, 2016
From: Eric Dahl - Director of Finance
To: Board of Supervisors
Subject: FY16 BOS Contingency Balance

The FY16 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
Less: Fire Ladder Truck Replacement 9.16.15	-\$45,000.00
Less: Advertising Columbia/Cunningham Schools 12.2.15	-\$2,500.00
Less: Pleasant Grove House Security System Installation 1.6.16	-\$3,100.00
Less: Legal Fees for Interjurisdictional Agreement 3.2.16	-\$6,900.00
Less: Legal Fees for Personnel Matter 4.6.16	-\$3,558.00
Less: Commonwealth Attorney Building Repairs 6.1.16	-\$17,750.00
Available:	\$70,442.00

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MEMORANDUM

Date: June 15, 2016
From: Eric Dahl - Director of Finance
To: Board of Supervisors
Subject: FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

County Capital Reserve:

FY15 Carryover	\$15,970.00
FY16 Beginning Budget:	\$100,000.00
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
Less: Equipment Replacement at Carysbrook Sewage Pump Station 12.16.15	-\$35,000.00
Plus: Transfer from Unassigned Fund Balance 4.6.16	\$49,150.00
Less: Commonwealth's Attorney Building Repairs 4.6.16	-\$49,150.00
Plus: Transfer from BOS Contingency 6.1.16	\$17,750.00
Less: Commonwealth's Attorney Building Repairs 6.1.16	-\$17,750.00
Available:	\$14,370.00

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Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Less: Evacuation Chairs and Installation 10.21.15	-\$7,600.00
Less: School Board Office Roof Repair 12.16.15	-\$90,000.00
Less: New Clocks Fluvanna Middle School 12.16.15	-\$17,300.00
Less: Replace Doors on Walk-in Cooler/Freezer Fluvanna Middle School 1.6.16	-\$8,090.00
Less: Transfer to CIP for Activity Bus Purchase 3.2.16	-12,500.00
Available:	\$193,243.00

2016-17 STRATEGIC INITIATIVES PLAN

Updated: Jun 9, 2016

Impact, Time, & Cost: High – Medium – Low

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
A	SERVICE DELIVERY	EAGER					
A1	Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.	C&ED		H	M	L	Dec 17
A2	Perform Process Improvement Review of Planning and Zoning Processes.	C&ED		M	L	M	Dec 16
A3	Perform Process Improvement Review of Building Inspection Processes.	C&ED		M	L	M	Dec 16
A4	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	Treasurer; IT; P&R; PW; C&ED		M	L	L	2017
A5	Update, format, and improve web-accessibility of all County Personnel Policies.	HR; IT	Completed and posted on County policies webpage.	L	L	L	Mar 16
A6	Create Fluvanna County Data Website Dashboard with key metrics.	COAD		L	M	M	Dec 17
A7	Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.	PZA; Planning Comm.		M	M	M	2016
A8	Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).	PZA		L	L	L	2016
B	COMMUNICATION	BOOKER					
B1	Create a Community Impact Awards Program.	CSA; COAD	Approved by BOS on Apr 6, 2016	L	L	L	Apr 16
B2	Hold an Elected Official Breakfast for our State Representatives in Spring 2016	C&ED	Schedule for early Fall 2016	L	L	L	May 16

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
B3	Collect and analyze the results of the local Business Climate Survey.	COAD; C&ED		L	M	L	May 16
B4	Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"	C&ED	Forum held on May 19, 2016	L	M	L	May 16
B5	Create a local Business Support Action Plan.	C&ED	Underway following Community Business Forum; tasked to EDTAC	M	M	L	Jul 16
B6	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.	Staff		M	M	L	Dec 16
B7	Expand County Website to receive, answer, and post questions from residents.	IT; COAD		L	M	L	Jul 16
B8	Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.	COAD		L	L	L	Dec 17
B9	Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.	Finance; C&ED; COAD	EDTAC function	L	M	L	Oct 16
C	PROJECT MANAGEMENT	SHERIDAN					
C1	Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.	C&ED; PZA	BOS Work Session on June 15, 2016	M	M	L	2017
C2	Create a County-wide overlay map showing utilities and other key features that support business growth and development.	C&ED; PZA		M	M	M	2016
C3	Investigate all options for GIS system delivery and management to support needs of all County departments.	Staff		L	L	M	2016
C4	Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.	PW		M	M	M	2017

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
C5	Successfully oversee and manage Fluvanna County aspects of the James River Water project.	Water Team	Ongoing	H	M	H	2018
C6	Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.	ESC; PW	Est. \$200K for 10 hydrants; preliminary map ready.	M	L	M	2018
C7	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	Water Team	Ongoing	H	M	H	2018
C8	Successfully oversee and manage the County's E911 Emergency Communications System Project.	ESC	Project is in final site selection and frequency licensing processes. Site installation in Summer 2016; Testing and Cutover late 2016.	H	H	H	Early Spring 2017
C9	Proceed with the Pleasant Grove Farm Museum design.	P&R		L	L	M	2016
C10	Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	PW; Finance		M	M	M	2017
D	ECONOMIC DEVELOPMENT AND TOURISM	O'BRIEN					
D1	Create EDTAC - Economic Development and Tourism Advisory Council.	C&ED; P&R	Approved and adopted by BOS on May 4, 2016	M	L	L	Jun 16
D2	Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.	C&ED; Chamber	Incorporated into Community Business Forum held on May 19, 2016	L	M	L	May 16
D3	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	C&ED; P&R	EDTAC function	M	M	M	2017
D4	Create separate Tourism and Business information pages for the County website.	C&ED; P&R		L	M	M	Dec 16
D5	Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.	P&R	EDTAC function	L	M	L	Dec 16

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
D6	Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.	P&R	EDTAC function	L	M	L	Dec 16
D7	Create a "New Residents Guide" package for distribution to local Real Estate agents.	C&ED; P&R	EDTAC function	L	M	L	Dec 16
D8	Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.	C&ED; P&R	EDTAC function	L	M	L	Dec 16
D9	Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.	C&ED P&R	Currently taking place and ongoing.	M	M	L	Dec 16
D10	Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).	P&R	Crofton Park development in CIP 17 (Trails and partnership with LMOA would ensue after initial funding). Coordinating with Goochland Parks Director regarding potential partnership in joining park space in Columbia and that corner of Goochland along the James. They currently occupy about 800 acres of potential park space in that corner.	M	M	L	Jun 17
D11	Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.	C&ED	EDTAC function	M	M	L	Jun 17
E	FINANCIAL STEWARDSHIP AND EFFICIENCY	WEAVER					
E1	Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.	Finance	BOS Work Session scheduled for June 15, 2016	M	M	L	Jan 17
E2	Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.	Finance	Created by BOS during FY17 Budget Cycle; unfunded in FY17; \$300K/year planned for FY18-21.	H	L	M	Jul 16
E3	Update, format, and improve web-accessibility of all County Financial Policies.	Finance; IT	Completed and posted on County policies webpage.	L	M	L	Mar 16

#	STRATEGIC INITIATIVE / Action Item	<u>CHAMPION</u> Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
E4	Review, update, and approve new Fluvanna County Proffer Guidelines.	PZA; Planning Commission		M	M	L	Sep 16
E5	Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.	Treasurer; Finance; IT		M	M	L	Jun 17
E6	Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.	Treasurer		M	L	L	Sep 16